

## **Research & Development Semester**

It has come to our attention that some of our members have been teaching many semesters in a row without a research and development (R&D) semester. As we begin to think about 2021, we wanted to make sure that all of our members are aware of their rights relative to their Distribution of Effort (DOE) and R&D. The Collective Agreement (CA) ensures that

- a member with a teaching DOE of less than 70% has at least one R&D semester per year; and
- a member with a teaching DOE of 70% or greater has at least one R&D semester in every two-year period.

A member may agree to teach in their normal R&D semester but should consider the implications.

As per the CA, all members must all do teaching, scholarship, and service work. If a member teaches in all three semesters, this may have an impact on their scholarship and/or service that results in negative outcomes from the T&P committees, including the denial of tenure and/or promotion. We would urge any member who may be contemplating agreeing to teach during their R&D semester to contact the UGFA to discuss the matter.

## **Sick Leave and the Occupational Health and Wellness Office**

The COVID-19 pandemic has created many difficulties for UGFA members, including health issues. For this reason, we wanted to review the rights of members regarding sick leave. First, we would encourage all members who have health concerns that may have an impact on their work to speak with the UGFA prior to approaching the Occupational Health and Wellness Office (OHW). The UGFA is here to advocate for members' rights and to ensure that the CA is followed. OHW concerns itself with the financial interests of the University as they are affected by employees' health.

We are aware that members have had, and continue to have, many difficulties with OHW. For this reason, we want to remind UGFA members of their rights with respect to sick leave and OHW. UGFA members are entitled to up to 90 consecutive calendar days of sick leave. The University may require medical documentation of an illness or injury that results in an extended absence, which they may do through OHW. While OHW is entitled to receive the medical prognosis, it is not entitled to speak to your doctor unless you explicitly agree. That having been said, the UGFA would discourage a member from allowing the University to speak directly with their doctor. After such a conversation, the University would rely only on the University doctor's notes of that conversation, not what a member's doctor may have actually said. If the University doctor has questions they may place the questions in writing to you. You have the right to determine which questions you will put before your doctor.

If you should require an accommodation, your doctor does not determine what that is. Your doctor will communicate to OWH what your limitations are, and then the UGFA, the Faculty and Academic Staff Relations Office, OWH, and you will meet to discuss appropriate accommodations.

Once you are well enough to return to work, you may be required to provide medical documentation to that effect prior to your return. You do not have to meet with the University doctor at this point.

During an extended sick leave (up to 90 days), OWH may reach out to you, as part of their due diligence, to ensure that you will still be returning within the 90-day period. They will send you the required Long-Term Disability (LTD) information about 6 weeks prior to the end of the 90-day period. If you are unable to return to work at the end of the 90-day period, you will need to apply for LTD. In order to ensure salary continuation, we would urge members to apply as soon as they think they may require LTD.

Recognizing how stressful this process is, we would always encourage members to speak to the UGFA to ensure that their rights are protected and that they understand the process.

One additional note: Under our benefits plan, UGFA members are entitled to 6 counselling sessions annually through the Employee Assistance Program. At the request of the UGFA, the Administration has made additional sessions available to those who may need them. If you would like these additional sessions, please contact OWH.

## **Collective Agreement and COVID-19 LOU Rollover**

The University and the UGFA have signed off on our agreement to extend our COVID-19 LOU until August 31, 2021.

We have a verbal agreement to extend our collective agreement, which expires on June 30, 2021, until June 30, 2022. This verbal agreement includes a 1% cost of living increase, which is the maximum allowed in total compensation under Bill 124 (the Protecting a Sustainable Public Sector for Future Generations Act, 2019), and maintains the annual career increment and the lump sum performance payment. We also remind you that all UGFA members will receive the additional 1% base salary increase attained as part of our consent bargaining for converting from our current pension plan to the UPP. Once the parties have agreed upon all the details of this rollover of the collective agreement, the UGFA will send it out to the membership for approval.