

# Nipissing University

## Guidelines and Regulations for Full-time Administrative Employees

Revision date: January 2021

### ARTICLE 1 - HOURS OF WORK

Administrative employees are responsible for the operation of their office and are expected to work the required hours to perform their duties effectively and efficiently, which may include working beyond regular work hours.

Regular work hours are Monday to Friday, 8:30 a.m. to 4:30 p.m., with one (1) hour meal period. During the period of summer hours, normally in effect from May to August, employees have the option to take a one-half (1/2) meal period instead of the normal one (1) meal period.

Employees are permitted a minimum meal period of thirty minutes and/or fifteen-minute rest periods (forenoon and afternoon).

### ARTICLE 2 - PAY PERIOD

Employees are paid every second Thursday, covering a two week pay period from Monday to Sunday inclusive.

### ARTICLE 3 - CHANGE OF ADDRESS

It is the responsibility of each employee to notify the Human Resources office of any change of address in order to update employment records.

### ARTICLE 4 - LEAVE AND HOLIDAYS

The University recognizes the following statutory holidays:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Employees will be entitled to any other day declared as a holiday by the President of the University or declared a statutory holiday by the federal or provincial authorities.

**ARTICLE 5 - VACATION TIME**

Vacation time will be granted to employees on the active payroll at the following rate for each completed continuous fiscal year of service (fiscal year is May 1 to April 30). All vacation days must be pre-approved by the employee’s supervisor.

Continuous Service	Monthly Accrual Rate	Maximum Annual Vacation Credit
Up to 3 years	1.92 days	23 days
After 3 years	2.08 days	25 days
After 5 years	2.25 days	27 days
After 8 years	2.5 days	30 days
After 10 years	2.92 days	35 days

Note: Vacation credits allotted on May 1 of each year are those earned in the preceding year - e.g. vacation allocated on May 1, 2020, is that which is earned from May 1, 2019, to April 30, 2020.

For the portion of the year worked before May 1 in the first year of employment, and for the year when a change in the rate of vacation credit accumulation occurs, vacations will be calculated as follows: One year is to be taken from the date of employment and one month is to be any calendar month in which at least ten (10) days were worked. Vacation days will be calculated to the nearest whole day, not to exceed the total allowed in one fiscal year.

Vacation must be taken on or after May 1 but no later than April 30 of the fiscal year following that in which it was earned. Employees shall be allowed to carry a maximum of ten (10) days of vacation forward to the next fiscal year. In exceptional circumstances, and in consultation with the supervisor, the Director, Human Resources will consider an employee’s request to carry over unused vacation days in excess of the maximum ten (10) days permitted by this article. Unused vacation time that is not carried over will not be redeemable for its monetary value.

Employees are allowed to borrow a maximum of five (5) vacation days from the next fiscal year, provided that all days borrowed are accrued before they are taken.

**ARTICLE 6 - SICK LEAVE**

Employees will earn one and one-half (1½) sick credits per month to a total of 130 days. (One month is to be any calendar month in which at least ten (10) days were worked.) These sick leave credits may be used only for absences due to sickness or other legitimate medical reasons.

When an employee cannot work due to illness, the employee will notify the designated contact person in their department and/or their direct supervisor. If neither the designated contact nor the supervisor is available, the employee will contact the Human Resources Department. The absence must be reported in the leave entry tracking system.

Employees included under the sick leave plan who are absent due to illness or other medical reasons for more than five (5) consecutive days will be required to present a doctor's note to Human Resources upon their return

to work. In addition, a doctor's note may be required for any day of absence where the University has reasonable grounds to question whether the absence is due to sickness or other legitimate medical reasons.

If an employee is absent from work due to illness for more than seven (7) consecutive calendar days, under the care of a physician, and considered totally disabled, they shall apply for Short Term Disability (STD) benefits. If approved for STD benefits, they will receive through the group insurance plan a benefit of 75% of weekly earnings. In addition, such employee will receive from the University the difference between benefits through the group insurance plan and their full salary. The University payment will be made only until such leave credits as accrued have been exhausted, at which time only the group insurance benefit will be payable, if eligible.

If an employee is absent from work for a period exceeding seven (7) days, and provided the employee is entitled to short or long-term disability, sick leave (credits) will be deducted at the rate of 25% (of the weekly earnings)

Should an employee be off work due to illness for more than one hundred and eighty-two calendar days, under the care of a physician, and considered totally disabled, they may be eligible for Long Term Disability (LTD) benefits through the group insurance plan. The amount of LTD benefit will not exceed 75% of their pre-disability salary.

An employee who has a medical or dental appointment or who requires time off for other medical reasons will inform their supervisor. Whenever possible, appointments should be scheduled early in the morning, during lunch or late in the afternoon so as not to interfere with regularly scheduled work.

Supervisors are responsible for ensuring all sick leave has been entered into the leave entry tracking system.

## **ARTICLE 7 - OTHER LEAVES**

**Bereavement Leave:** is allowed in the event of a death in the immediate family of an employee's parent, spouse, common-law spouse, child, brother, sister, mother-in-law, father-in-law, step-child, step-parent, grandchild or grandparent, of up to five (5) working days without loss of pay. A common-law spouse shall be defined as one who cohabitates for twelve (12) consecutive months. In the event of death in the distant family of a brother-in-law, sister-in-law, aunt, uncle, niece or nephew, or the grandparent of the employee's spouse, one (1) working day shall be allowed with pay. Reasonable traveling time, as determined by the Director, Human Resources, or his/her designate, may be allowed with or without pay.

In the event of the death of an individual whose relationship to an employee is not defined above but the impact of which is comparable, a request may be submitted to the Director, Human Resources, for consideration of bereavement leave, the duration of which will be determined based on the circumstances.

If bereavement leave in accordance with this Article occurs during an employee's vacation time, the employee may substitute bereavement leave for the time in question provided that the employee contacts their supervisor during the vacation time and provides evidence satisfactory to the supervisor. The employee would be eligible to schedule the unused portion of their vacation time at a later date.

**Marriage Leave:** An employee will be allowed marriage leave of three (3) working days without loss of pay.

**Leave for Jury Duty:** An employee who is called for jury duty will receive paid leave at full pay, less the amount of the jury fee received, as delineated by the Ministry of the Attorney General.

**Leave Without Pay:** Leave without pay may be granted in special circumstances at the discretion of the applicable Vice-President.

Nipissing University will abide by its statutory obligations with regard to the granting of leaves, paid or unpaid, as outlined in the Employment Standards Act or other applicable legislation. A link to the Employment Standards Act can be found on the Human Resources page of the Nipissing University website.

#### **ARTICLE 8 - INEXCUSABLE ABSENTEEISM**

If an employee is absent without permission for three (3) working days during any two month period, they will be given a written warning; after a second warning, the employee will be subject to dismissal.

If an employee is absent without permission for five (5) consecutive working days during which time they have not contacted their supervisor or the Human Resources office with a reason acceptable to the University when there is an opportunity to do so, the employee will be considered to have left the service of the University.

#### **ARTICLE 9 - COMPUTER/EMAIL/INTERNET USAGE**

Use of Nipissing University issued computer desktop, laptop, any other technology, and/or email, are intended for University use; therefore, this use is not private. Any and all material and documents stored or searched on these devices or contained in an employee's Nipissing University email are University property.

#### **ARTICLE 10 - PREGNANCY LEAVE/PARENTAL LEAVE/ADOPTION LEAVE**

##### **Pregnancy and Parental Leave**

On request, in writing, a leave of absence, without accumulation of pay or benefits beyond that provided under the Employment Standards Act, may be granted to an employee on pregnancy and parental leave up to a maximum leave (including leave available under the legislation) of 78 weeks.

At the employee's option, they may, by written notice to the University, elect to pay for the employee portion of the group package of benefits. In such case, the University will continue to pay its portion of the premium cost for the benefits for the duration of the pregnancy and parental leave.

At the employee's option, they may elect to continue to pay pension contributions, based on either their nominal salary or on the supplementary employment insurance benefit. In such case, the University will continue to match the employee's contribution for the duration of the pregnancy and parental leave.

On returning from Pregnancy and/or Parental Leave, the employee will be placed in their former position or in a position equivalent to their former position.

### **Supplementary Employment Insurance Benefit Plan**

An employee entitled to pregnancy leave under this Article who provides the University with proof that she has applied for and is eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, will be paid a supplementary benefit. In respect of the period of pregnancy leave, Supplementary Employment Insurance payments will consist of the following:

- for the first week, payments equivalent to ninety-five percent (95%) of the nominal salary for her rank, which they were receiving on the last day worked prior to the commencement of the pregnancy leave; and
- up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the sum of weekly Employment Insurance (EI) benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-five percent (95%) of the actual salary for the rank which they were receiving on the last day prior to the commencement of the pregnancy leave.

According to the Employment Standards Act, the employee, after pregnancy leave, is also entitled to an unpaid parental leave of up to sixty-one (61) weeks.

The employee may elect to make application for Employment Insurance (EI) for one of the following:

- the standard rate of parental benefits at 55% (or a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
- extended parental leave benefits at 33% (or a maximum determined by Service Canada) for up to sixty-one (61) weeks.

An employee who provides the University with proof that they continue to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, will be paid, for fourteen (14) weeks, the difference between the sum of weekly Employment Insurance (EI) at the standard rate of fifty-five percent (55%) and ninety-five percent (95%) of the rate of pay they were receiving on the last day prior to the commencement of the leave.

The employee may also request approval to utilize any accumulated vacation entitlement.

### **Parental Leave for the Parent Who Has Not Given Birth/Adoption Leave**

According to the Employment Standards Act, after 13 weeks of continuous employment, an employee is entitled to parental leave if they claim the status of primary caregiver.

Parental Leave will commence no later than seventy-eight (78) weeks after the child is born or came into the employee's custody, care and control for the first time.

An employee who provides the University with proof that they have applied for and are eligible to receive Employment Insurance (EI) benefits shall be paid, for the first week, payment equivalent to ninety-five (95%) of the rate of pay for their classification which they were receiving on the last day worked prior to the commencement of the parental leave, and

The employee may elect to make application for Employment Insurance (EI) for one of the following:

- the standard rate of parental benefits at 55% (or a maximum determined by Service Canada) for up to thirty-five (35) weeks; or
- extended parental leave benefits at 33% (or a maximum determined by Service Canada) for up to sixty-three (63) weeks.

An employee who provides the University with proof that they continue to be eligible to receive Employment Insurance (EI) benefits pursuant to the Employment Insurance Act, will be paid, for fourteen (14) weeks, the difference between the sum of weekly EI at the standard rate of fifty-five percent (55%) and ninety-five percent (95%) of the rate of pay they were receiving on the last day prior to the commencement of the leave.

On returning from parental leave, the employee will be placed in their former position or in a position equivalent to their former position.

For the duration of the parental leave, the University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contributions.

If additional leave is required, the employee may request unpaid leave or utilize their accumulated vacation entitlement.

After fourteen weeks (week 15-63), the employee will not receive pay from the University. The University will continue to pay its portion of the benefit costs unless the employee has advised the University in writing that they do not wish to make the required employee contribution. The employee shall pay their portion of the benefit premium during the period of leave if their benefits are to be continued.

#### **ARTICLE 11 - GROUP INSURANCE BENEFIT PLAN**

A group insurance benefit plan is available for active employees and includes:

- Life Insurance and Dependent Life Insurance;
- Long Term Disability Insurance;
- Short Term Disability Insurance;
- Extended Health Insurance (including Vision Care);
- Dental Insurance;
- Basic Accidental Death and Dismemberment Insurance;
- Optional Member Life Insurance and Optional Dependent life Insurance;
- Voluntary Accidental Death and Dismemberment Insurance.

Specific coverage details for the benefits listed above can be found on the Human Resources page of the Nipissing University website or by calling the Human Resources Department. For employees who are eligible, membership in the group benefit plans is compulsory.

For active employees beginning the month following their 65<sup>th</sup> birthday, long-term disability coverage will not be provided. Life insurance will be provided but will be limited to an amount of coverage equal to the employee's normal earnings to a maximum of \$125,000. Eligibility for life insurance coverage will end at age 70.

Applicable health benefits for early retirees (55 years of age and 10 years of service) will be paid at 100% of premium to age 65.

The employer will contribute 80% of the cost of the monthly premium to the group insurance benefit plan. The remaining 20% of the cost of the monthly premium will be paid by the employee, by deduction from each bi-weekly pay.

## **ARTICLE 12 - PENSION PLAN**

The Nipissing University Registered Pension Plan (RPP) is available to eligible employees after six months of service. The plan is integrated with Canada Pension Plan (CPP). Contributions are 10% of salary integrated with the 2001 CPP contribution rate of 3.5% with an equal contribution being made by the employer.

The plan is a defined contribution plan and has several asset classes. Please see your pension package for detailed information. Annual information sessions and retirement sessions are offered. Additional information regarding the Nipissing University Pension Plan can be found on the Human Resources website.

Upon resignation, an employee will receive, subject to legislation restrictions, the full amount of the fair market value of the employee and employer contributions plus the earned interest. Contributions are vested from the date the employee enters the pension plan. The employee may elect to transfer the funds/money to another eligible RPP or to a RRSP.

## **ARTICLE 13 - ADMINISTRATIVE POSITIONS AND SALARY**

An employee's salary (placement on the grid) will be determined by education, experience and qualifications.

New employees will serve a designated probationary period as stated in their offer letter which outlines the terms and conditions of employment. The probationary period will normally be three (3) months; however, this period may be extended by an additional three (3) months at the discretion of the University.

The Vice-President, Finance & Administration may recommend an economic and/or step increase for the administrative group on May 1 each year. Under no circumstances will steps or economic increases be considered automatic.

A supervisor may conduct a performance appraisal at any time.

An employee's position will be reviewed as outlined in the Administrative Position Review process. The process ensures that positions with the same or comparable responsibilities and requirements are similarly compensated.

## **ARTICLE 14 - TUITION SUBSIDY FOR STAFF AND DEPENDENTS**

The University agrees to provide tuition fee subsidy as follows:

- (a) Full-time employees, their dependents and spouses, will be eligible for a tuition subsidy (not including incidental fees or any foreign fee supplement) following their period of probation. This also applies to retirees, dependents of retired employees, dependents of employees who become deceased while in the full-time employ of the University, and dependents of employees on LTD in the employ of the University.
- (b) A dependent is defined as a child of an employee who is entitled to be claimed as a dependent child within the meaning of the Income Tax Act in the years in which the tuition fee subsidy is requested and who is under the age of 26 years.
- (c) The tuition fee subsidy applies to Undergraduate and Masters Level courses only, subject to the enrolment cap in the course.
- (d) Tuition fee subsidy does not apply to continuation or extension fees and it does not cover the cost of exams, incidental fees, student union fees or foreign fees.
- (e) Employees wishing to access the tuition fee subsidy must submit a completed application form to the Human Resources Office prior to registering. In addition, if the course is scheduled during normal working hours, the employee must provide the Director, Human Resources, written confirmation outlining how they will make up the time missed from work. The maximum allowable time away from work is five (5) hours per week.

## **ARTICLE 15 - TERMINATION AND RESIGNATION**

An employee should provide the University with at least one (1) month notice of their intention to resign.

If an employee is terminated from the University, with or without cause, they will be provided with the required notice and/or pay as outlined in the Employment Standards Act.

**ARTICLE 16 - SALARY SCALE**

**Nipissing University  
Administrative Salary Grid 2021 Increase 1%  
Effective May 1, 2021**

<b>SALARY GRADE</b>	<b>MIN 1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>MAX 8</b>
<b>12</b>	123,804	129,994	136,184	142,376	148,566	154,757	160,949	167,138
<b>11</b>	112,547	118,176	123,806	129,434	135,061	140,690	146,318	151,946
<b>10</b>	102,317	107,433	112,547	117,664	122,781	127,896	133,012	138,128
<b>9</b>	93,031	97,686	102,340	106,995	111,650	116,305	120,960	125,614
<b>8</b>	84,653	88,889	93,126	97,362	101,598	105,834	110,071	114,308
<b>7</b>	77,535	81,218	84,903	88,587	92,273	95,955	99,640	103,324
<b>6</b>	71,086	74,464	77,844	81,221	84,600	87,979	91,359	94,738
<b>5</b>	65,250	68,350	71,451	74,552	77,653	80,754	83,854	86,954
<b>4</b>	61,958	64,282	66,605	68,930	71,254	73,576	75,902	78,225
<b>3</b>	57,833	60,022	62,212	64,402	66,591	68,782	70,972	73,160
<b>2</b>	54,115	56,146	58,177	60,208	62,239	64,270	66,301	68,332
<b>1</b>	50,573	52,468	54,365	56,261	58,156	60,053	61,948	63,845