



## Terms and Conditions of Employment

For

Research Assistants

Approved by the Human Resources Committee of the Board of Governors

March 25, 2019

# Table of Contents

1. Definitions .....	1
2. Preamble .....	2
3. Commencing the Employment Relationship .....	2
3.1. Appointment Types.....	2
3.2. Eligibility for Appointment .....	2
3.3. Hours of Work.....	2
3.4. Recruitment Procedure.....	2
4. Salary.....	3
4.1. Rates .....	3
4.2. Payment of Salary .....	3
5. Job Duties.....	3
6. Employee Conduct and Performance.....	3
6.1. Conduct .....	3
6.2. Misconduct and Discipline .....	3
6.3. Performance Management .....	4
7. Diversity and Inclusion.....	4
8. Occupational Health and Safety .....	4
9. Vacation.....	5
9.1. Accrual of Vacation.....	5
10. University Holidays .....	5
11. Ending the Employment Relationship .....	5
11.1. Resignation.....	5
11.2. Termination.....	5
12. General.....	6
12.1. Attendance.....	6
12.2. Intellectual Property.....	6

## 1. Definitions

Day	A working day of seven hours or the pro-rated equivalent.
Employee	An individual holding a Research Assistant (RA) appointment.
Non-Student RA	An individual holding a Research Assistant (RA) appointment whom is not actively enrolled in a credit course at a University.
Principal Investigator	An individual to whom an employee directly reports.
Student RA	An individual holding a Research Assistant (RA) appointment whom is actively enrolled in a credit course at a University.
Supervisor	An individual to whom an employee directly reports (same as Principal Investigator)
University	Mount Royal University.

## 2. Preamble

Research Assistants (RAs) are valued members of the University community and make an important contribution to learning and research. RAs will gain valuable skills and experience for their future. The undergraduate experience at MRU is foremost driven by their studies. In recognition that RAs are here to study, being a RA is deemed to be an enhancement of their experience. The university is required to ensure that the increased number of hours will not be so large as to hinder normal progress of their program of study.

## 3. Commencing the Employment Relationship

### 3.1. Appointment Types

As per Alberta Employment Standards and aligning with MRU Collective agreements, all RA appointment types will differ whether the employee is a Student or Non-Student and allowed to work within the following guidelines:

#### **Student Research Assistant:**

- i. A period of at least three (3) months and up to two (2) years.

#### **Non-Student Research Assistant:**

- i. A period of less than fourteen (14) hours a week; or
- ii. A period of more than fourteen (14) hours a week, regularly scheduled, for a period no longer than three (3) consecutive months.

The Supervisor is encouraged to consult with their Human Resources Business Partner if their position falls outside of these appointment types.

All RA appointments will automatically cease at the end of the term of appointment, unless renewed or extended.

### 3.2. Eligibility for Appointment

**Student Research Assistant:** Must be actively enrolled in at least one (1) credit course at a University.

**Non-Student Research Assistant:** Must meet minimum education requirement for position

### 3.3. Hours of Work

RAs work on an irregular schedule for not less than three (3) hours per shift and for not more than fifteen (15) hours per week during the Fall and Winter terms. December 1 to January 15 and the period of May 1 to September 15, an RA can work up to 35 hrs a week.

Should the RA be unable to work three (3) hours per shift and puts restrictions on their hours, due to personal reasons, class schedule, etc., they are required to put in writing, to their PI, requesting to work less than three (3) hours per shift. A record of these requests will be kept in the Research Office. If the PI is requesting the employee to work less than 3 hours, we must pay a minimum of 3 hours.

### 3.4. Recruitment Procedure

Employment opportunities may be posted on the Human Resources recruitment website.

The PI is accountable for the recruitment of the RA. Employment opportunities may be posted on the Human

Resources website. Once an eligible candidate has been selected by the PI, an offer of employment will be issued by Human Resources.

## 4. Salary

### 4.1. Rates

Employees shall be paid a salary in accordance with the scale outlined below.

	Step 1	Step 2	Step 3	Step 4
Hourly	\$17.50 - \$20.00	\$20.00 - \$25.00	\$25.00 - \$30.00	\$30.00 - \$50.00

### 4.2. Payment of Salary

Employees are paid by direct deposit to a Canadian financial institution of the employee's choosing. Payment of salary occurs on the 15th of the month and on the 3rd last banking day of the month. A statement of earnings outlining income and deductions will be produced each pay period.

## 5. Job Duties

RA's workloads will be assigned, in consultation with the PI. Workloads may be comprised of the following examples:

Position Duties & Responsibilities
<ul style="list-style-type: none"><li>• Engaged in the research and analysis by gathering and synthesizing information, conducting library research, delivering structured interviews, and participating in other projects as directed by the PI</li><li>• Data collection, management, entry and analysis</li><li>• Schedule, organize and report on status of research activities</li><li>• Plan and modify research techniques, procedures, tests, equipment and software</li><li>• Draft, develop, and edit materials for publication and presentation</li></ul>

## 6. Employee Conduct and Performance

### 6.1. Conduct

RA's are held to the highest standard of conduct and are expected to model and adhere to the policies and procedures of the University applicable to their roles, as amended from time to time, as well as other reasonable standards of conduct in the workplace, in particular the Code of Conduct policy.

### 6.2. Misconduct and Discipline

When RA's do not conduct themselves in accordance with the policies and procedures of the University or reasonable standards of conduct in the workplace, in particular the Code of Conduct policy, the RA may be subject to discipline.

An RA will only be disciplined for just and sufficient cause, after the conclusion of an investigation of the allegations of misconduct or breach of policy is substantiated. The University subscribes to the principles of progressive discipline, with the intention of any disciplinary action to be corrective in nature, not

punitive. The level of discipline is based on, among others, the nature and severity of the misconduct, the RA's position and level of responsibility, the RA's work history and any aggravating or mitigating circumstances related to the misconduct. Discipline is not progressive in the event of severe misconduct warranting immediate termination for cause.

### 6.3. Performance Management

An RA is expected to contribute diligently toward the achievement of the University's goals and objectives in the performance of the RA's duties.

- i. A PI is expected to engage in regular, informal discussions with an RA and provide constructive performance feedback throughout employment.

When an RA's performance of their duties is deemed to be unsatisfactory, a supervisor will create a performance plan to assist and encourage the RA to perform at a satisfactory level. An RA is expected to demonstrate an effort and desire to improve their individual performance in accordance with the plan.

## 7. Diversity and Inclusion

RA's shall not discriminate against or harass employees with respect to employment on the grounds of race, religious or political beliefs, colour, gender, gender identity, sexual orientation, physical or mental disability, age, ancestry, place of origin, marital status, source of income and family status.

## 8. Occupational Health and Safety

The University is committed to providing a healthy and safe workplace. Alberta's *Occupational Health and Safety Act (OHSA)*, sets out requirements, duties and standards which govern health and safety in the workplace. Employees and Supervisors are expected to familiarize themselves with their responsibilities under the Act.

Where the nature of the work or working conditions so require, Employees shall be supplied, at the University's expense, with all necessary tools, protective clothing, safety footwear, safety equipment, and other protective devices, which shall be maintained and replaced, where necessary, at the University's expense. Items other than the standard supplied clothing and equipment may be considered for compensation by the Supervisor provided a medical condition exists and it is supported by a medical assessment and an internal review of the particular circumstances is completed by the University. Depending on the clothing and / or equipment requested, costs above the amount set by the Supervisor may be the responsibility of the Employee.

No Employee shall be disciplined or discharged for refusal to work or to operate any equipment where he/she believes that it would be unsafe or unhealthy to do so, or where it would be contrary to applicable federal, provincial and municipal legislation or regulations. Where in such circumstances, the PDF shall not suffer a loss of pay provided that the Employee's decision is for reasons supported by the *Occupation Health and Safety Act* of Alberta.

If an Employee sustains an injury in the course of their duties they will be eligible for Workers' Compensation.

Any and all work related accidents and/or injuries require completion of a campus accident report through Environmental Health and Safety (EH&S). If an Employee seeks medical attention, misses time from work or requires modified duties due to a work related accident and/or injury, these incidents must be reported to WCB Alberta.

## 9. Vacation

### 9.1. Accrual of Vacation

RA's in hourly appointments do not accrue vacation time, but will receive 4% of salary in lieu of vacation time each pay period.

## 10. University Holidays

The University observes the following paid holidays.

New Year's Day	Heritage Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
One-half day for the Calgary Stampede	Three Days between Boxing Day and New Year's Day

When a University holiday falls on a Saturday or Sunday, it shall be observed on the following Monday.

The University may, subject to operational requirements, require certain employees to work on a University holiday. If a Research Assistant works on a general holiday, the employer will be pay 1.5 times the employee's wage rate for all hours worked.

A Research Assistant as a casual employee is compensated at 5.2% for general holiday pay for all hours worked each pay period.

## 11. Ending the Employment Relationship

### 11.1. Resignation

RAs resigning from their appointment will provide as much notice as possible, but at least 2 weeks' written notice submitted to the PI and the Department of Research.

### 11.2. Termination

Your employment with the University may be terminated at any time, with or without cause. If your employment is terminated without cause, you will receive notice or pay in lieu of notice limited to the minimum termination notice entitlements under provincial employment standards legislation as outlined below:

Notice period	Length of employment
1 week	More than 90 days but less than 2 years
2 week	2 years but less than 4 years
4 week	4 years but less than 6 years
5 week	6 years but less than 8 years
6 week	8 years but less than 10 years
8 week	10 years or more

## 12. General

### 12.1. Attendance

If an Employee is unable to report for duty, they shall communicate daily with their Supervisor two (2) hours prior to the time the Employee was to report to work, or as soon as reasonably possible.

### 12.2. Intellectual Property

In this document, “Intellectual Property” means any original work of authorship or invention in and to which copyright, patent, industrial design, trade secret or other intellectual property rights apply. In the course of conducting the duties, the RA may contribute to research in which Intellectual Property rights may apply. While the RA’s contributions will be acknowledged in accordance with relevant academic standards in any publication arising from the research, the RA recognizes that the RA does not have any right, claim or interest in any of the Intellectual Property developed in the course of the RA’s employment and the RA assigns all of the RA’s worldwide rights, title and interest in such Intellectual Property to MRU.