

PROCEDURES OF THE VICE-PRESIDENT ACADEMIC AND PROVOST REGARDING SALARY ADJUSTMENTS AFTER LONG-TERM DISABILITY

INTRODUCTION

When a Faculty Association Member (“Member”) seeks to return to work after a period on Long-Term Disability, the Member may have been away from work at the University for a significant period of time. During that time, colleagues’ salaries may have increased through a variety of mechanisms. The Member may have had few or no salary increments over the LTD period, because of the structure of the LTD plan which calculates benefits based upon the Member’s salary as it was immediately prior to LTD. Return to work may be gradual. Where a return-to-work program is used to return the Member to active University service, the Member’s salary will continue to be capped by the LTD plan maximum benefits.

When the Member has returned to the FTE he or she anticipates as a permanent assignment, the Member’s salary may need to be adjusted. These Procedures set out the process for the adjustment and the factors to be considered in making it.

1. While on Long-Term Disability

- 1.1 During the period that a Member is on LTD, the Member will not receive any adjustments to his or her salary, except as provided for by the LTD plan. Specifically, the Member will not be allocated any CPI and no MI allocation will be made to the unit for him or her.
- 1.2 If the Member returns to work through a formal return-to-work program in which the Member’s salary is topped up by the LTD plan, his or her salary will not be increased, except as provided for by the LTD plan for the return-to-work period.

2. Procedure for Adjustment After Extended LTD

Where the Member has been on LTD extending over one or more salary adjustment dates, the following procedures will apply:

- 2.1 After the Member has completed the LTD period, including any return-to-work period, the Member’s Dean or the University Librarian, as appropriate, (the “Administrator”) will review the Member’s salary and make a recommendation to the Vice-President Academic and Provost within twenty working days of the Member’s return.
- 2.2 The Administrator will consult with the Member’s Chair or Supervisor and may request information from the Member relating to the Member’s past performance and progress at the University prior to taking LTD or relating to any other relevant matter.

- 2.3 The Administrator will send a copy of the recommendation for adjustment to the Vice-President Academic and Provost, to the Member and to the Member's Chair or Supervisor.
- 2.4 If the Member disagrees with the Administrator's recommendation, the Member may send a written submission to the Vice-President Academic and Provost within ten working days of the Member's receiving the recommendation.
- 2.5 Where the Member disputes the Administrator's recommendation, the Vice-President Academic and Provost shall refer the matter to the Salary Anomalies Committee for advice. The Salary Anomalies Committee will review the Member's salary and the Member's written submission to the Vice-President Academic and Provost in order to make a recommendation to the Vice-President Academic and Provost as to the adjustment within forty working days of the referral.
- 2.6 The decision of the Vice-President Academic and Provost as to the salary adjustment is final. This decision shall be provided to the Member within ten working days of the Vice-President Academic and Provost's receipt of the Salary Anomalies Committee recommendation.
- 2.7 The effective date of any adjustment will be the date of the termination of benefits under the LTD plan following the Member's return to regular employment status. Where a Member is intending to remain for a period of time on a reduced FTE, the salary will be pro-rated to the appropriate FTE.

3. Factors in Adjustment

In adjusting the Member's salary in accordance with section 2, the following factors will be taken into account:

- 3.1 The Administrator will first determine the amount of any general salary adjustments to which the Member would have been entitled without consideration of the Member's individual circumstances had the Member not been on LTD. This includes general wage adjustments of any kind and any Market Supplement or Retention Adjustment that may have been given to all Members of the unit. These amounts will be added to the Member's pre-LTD salary.
- 3.2 The Administrator will then review the Member's performance record during the return-to-work period, if any. Where the Member was on return-to-work during a past evaluation year for which CPI and MIs were not awarded due to the return-to-work program, the Administrator will consider the Member's performance during that part of the return-to-work period and may add to the Member's pre-LTD salary the number of CPI and MIs that the Administrator considers were warranted in the evaluation year(s) during which the Member was on return-to-work. While the Administrator will use the appropriate window for performance evaluation as provided for in Articles 73.3.4.1 and 73.3.4.2 for Faculty and

Articles 73.3.4.4. and 73.3.4.5. for Librarians, the Administrator will also take into account the effect of sick leave and LTD, as applicable, during that window.

- 3.3 Where the Member was placed on LTD prior to the date for salary review in any calendar year, the Member will not have been considered for MIs for the immediately preceding evaluation period. In that case, upon the Member's return, the Administrator will consider the Member's record of service over the appropriate window for the evaluation period prior to the Member's LTD. For Faculty Members, this is the evaluation period ending the December prior to the Member's LTD, as provided for in Articles 73.3.4.1 and 73.3.4.2. For Librarians, this is the evaluation period ending the March prior to the Member's LTD, as provided for in Articles 73.3.4.4 and 73.3.4.5. Where the Administrator considers that the Member would likely have received a CPI and one or more MIs for that period, these will be added to the Member's pre-LTD salary. In making this decision, the Administrator must also consider the effect of sick leave and LTD in that year on the Member's performance.
- 3.4 When the Administrator has added to the Member's pre-LTD salary all amounts applicable in paragraphs 3.1 – 3.3, the Administrator will conduct an analysis of the Member's resulting salary in comparison with those of similar length of service, experience, qualifications, and merit history in the Member's unit. The Administrator may recommend a further adjustment to the Member's salary as a result of this review if the Administrator forms the opinion that the Member's salary is clearly inequitable by comparison with similar cases, even taking into account the lost productivity that has occurred through sick leave and LTD.

4. Adjustment in Cases of Shorter LTD Periods

Where the Member has been on LTD, but the LTD has not extended over a salary adjustment date, the following will apply:

- 4.1 Evaluation Policies must provide for the effect of sick leave and LTD on performance in short term cases. This should be adequate protection for the Member.
- 4.2 When a Member has not been on LTD over any salary adjustment date, the provisions of the Framework Agreement and the Faculty or Libraries Evaluation Policy will be applied in the usual way.
- 4.3 If the Member is dissatisfied with the salary adjustment, he or she retains the right to appeal to the URC, as provided for in the Framework Agreement.
- 4.4 Nothing in this document limits the Member's right to request consideration from the Salary Anomalies Committee in accordance with the terms of reference of that Committee.