**Sault Ste. Marie Academic Medical Association**

**Research Assistant Service Agreement**

BETWEEN THE

SAULT STE. MARIE ACADEMIC MEDICAL ASSOCIATION

(The “SSM AMA”)

AND

SAULT STE. MARIE ACADEMIC MEDICAL ASSOCIATION MEMBERSHIP

(The “Member”)

AND

THE SSM AMA RESEARCH ASSISTANT

(The “RA”)

January 1, 2022 to December 31, 2024

The Sault Ste. Marie Academic Medical Association respectfully acknowledges that it is located on Robinson-Huron Treaty 61 Territory.

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**PREAMBLE**

The Sault Ste. Marie Academic Medical Association (the ”SSM AMA”) and the Sault Ste. Marie Academic Medical Association Member (the “Member”) are the parties to this Agreement. The SSM AMA and Member recognize their common interest:

* To attract, develop, support and retain high quality Research Assistants to Northern Ontario;
* To recognize the dignity and worth of Research Assistants by establishing fair, clear and consistent terms of employment for Research Assistants, and by providing appropriate and secure remuneration consistent with their employment responsibilities;
* To encourage understanding and consistent application of the rights, entitlements and obligations contained in this Agreement;
* To foster collaborative relations between Research Assistants and their supervising Member and between representatives of the SSM AMA and The Member;
* To allow for variation in the terms of this Agreement and flexibility in its application where appropriate;
* To provide for effective and timely resolution of any differences between the parties arising from the interpretation, application or operation of the Agreement.
* To create and maintain a work environment that is free of discrimination and harassment.

 **ARTICLE 1: PURPOSE AND SCOPE OF THIS AGREEMENT**

* 1. 1.01  This Agreement describes the terms and conditions that apply to the employment of research assistants by the SSM AMA and use of this resource by The Member.
	2. 1.02  The terms and conditions of this Agreement apply solely to the appointments of Research Assistants to Member research initiatives, and to no other form of employment of the Research Assistant by SSM AMA.
	3. 1.03  This Agreement does not restrict Research Assistants from holding service appointments with multiple Members, or holding scholarships provided that the eligibility requirements of the scholarship do not prohibit holding a Research Assistant role.
	4. 1.04  If a conflict arises between this Agreement and the requirements of a funding agency, the requirements of the funding agency will apply.

**ARTICLE 2: DEFINITIONS**

2.01  “**AGREEMENT**” means this Service Agreement.

2.02  “**APPOINTING OFFICER**” can include the SSM AMA Research Coordinator, SSM AMA President, or SSM AMA Administrator

2.03  “**SUPERVISING MEMBER”** refers to the SSM AMA Member who has requested, and been approved appointment of an SSM AMA Research Assistant.

2.04  “**INSERT TERM**”

 **ARTICLE 3: TERM AND VARIATION OF THIS AGREEMENT**

3.01  This Agreement is effective from DATE to DATE and replaces any previous agreements negotiated by the parties respecting the employment of SSM AMA Research Assistants.

3.02  The provisions of this Agreement will remain in effect until the parties conclude a new agreement in accordance with Article X NAME

3.03  During the term of this Agreement, the SSM AMA President may agree to waive or amend specific provisions of the Agreement. Such agreements will be confirmed in writing and subject to ratification by the Research Assistant

3.04 An SSM AMA Research Assistant and their Supervising Member and SSM AMA Research Coordinator may agree to vary the terms of this Agreement, provided that such agreement:

1. (a)  Is in the best interest of the Supervising Member and the Research Assistant; and
2. (b)  Does not result in a rate of pay that is lower than the applicable rate stipulated in the Research Assistant’s Employment Contract; and
3. (c)  The variation is documented by the Supervising Member and submitted for approval to the Appointing Officer
4. (d)  The variation is approved by the SSM AMA Research Coordinator following consultation with the SSM AMA President.

**Article 4: SERVICE REQUEST**

4.01  **Request of Service**

Members can request service on an ongoing basis. Service requests will be reviewed on a rolling basis by the SSM AMA Research Coordinator. To request service contact the SSM AMA Research Coordinator. Upon approval, Members will receive a Letter of Appointment summarizing the terms of service. The Appointing Officer, Research Assistant and Supervising Member must all agree to and sign the Letter of Appointment in order for services to proceed.

4.02  **Amendment/Withdrawal of Service Appointment**

The Appointing Officer reserves the right to amend or withdraw services on an as-needed basis. The appointing Officer will provide a minimum of 4 weeks notice of amendment or withdrawal of service to the Research Assistant and Supervising Member

4.03  **Termination of Service Appointment**

A service appointment will not be terminated without just cause and written justification.

Examples of just cause include but are not limited to:

* 1. the Research Assistant’s employment status changes in a way that makes them ineligible for the renewed or continued service;
	2. the Research Assistant fails to perform to published standards of employment duties.
	3. the Supervising Member is no longer a current Member of SSM AMA
	4. the Supervising Member’s project is inactive, or fails to make reasonable progress
	5. the Supervising Member’s fails to adhere to the Terms of Service agreed upon in the Letter of Appointment

**Article 5: SELECTION CRITERA**

5.01 Any SSM AMA Member with a current project is eligible request project assistance

5.02 Service requests will be evaluated on a first come, first serve basis

5.03 Preference will be given to funded projects, wherein the Research Assistant’s service can be subsidized by the project funding

5.04 SSM AMA will make every effort to obtain funding to provide research assistance during the summer months

**Article 6: RESEARCH ASSISTANTS**

6.01 The duties of a Research Assistant (RA) are primarily in support of a faculty member’s academic research. Such duties may include, but are not limited to: collecting/coding/analyzing data, literature reviews, library research, writing reports, designing conference presentations, and preparing materials for submission to funding agencies. The duties of a Research Assistant are to help prepare the Research Assistant for further academic and professional opportunities. In view of this, RA functions shall not include: personal services for the Assistantship Supervisor, administrative work (e.g. clerical or technical), cleaning up after a department function or research symposium, or maintaining the personal equipment (e.g. computer) of the Graduate Assistantship Supervisor.

6.02 The duties of an RA are performed under the joint supervision and direction of the Supervising Member and Research Coordinator. Requests and supervision of the Research Coordinator will supersede that of the Supervising Member.

6.03 Preference will be given to funded projects, wherein the Research Assistant’s service can be subsidized or covered by the project funding.

6.04   The relationship between the Supervising Member and the Research Assistant is an employment relationship.

6.05  SSM AMA and the Supervising Member and Research Coordinator will jointly ensure RAs are trained for the duties to be performed and will include the training as part of the Service Agreement.

6.06   The Supervising Member and Research Coordinator will jointly ensure the RA receives appropriate supervision over the term of the Service Agreement.

6.07   The RA, Research Coordinator and Supervising Member will meet at the start of the Service Agreement to develop a work plan, a manageable work schedule, to confirm expectations, and complete a Time Use Guideline (Appendix B).

6.08   The Supervising Member, RA and Research Coordinator are encouraged to meet on a regular basis during the service term to review the Time Use Guideline (Appendix B). The RA will provide their Supervising Member and Research Coordinator with the total hours they have worked to date and their progress on the initial work plan to determine whether any changes to the initial work plan, schedule and/or expectations are required.

6.10   Should an RA or the Research Coordinator have concerns regarding the outcome of the meeting in 6.07 or 6.08, or concerns about the number of hours worked on any of the activities on the Time Use Guideline (Appendix B), they will request a meeting with the Supervising Member and SSM AMA President. Such meeting will be held as soon as possible.

6.11   The RA shall not be subject to any disciplinary action or retaliation for raising any concerns pursuant to this Article.

6.12   The Supervising Member will provide reasonable notice of any changes required to the RA’s work schedule to the RA and Research Coordinator in writing.

6.13   RA responsibilities are to be completed within the service appointment period.

**Article 7: REMUNERATION**

7.01   The RA will be renumerated as stipulated in the Employment Contract with SSM AMA/SSMIC.

**Article 8: VACATION**

7.01   The RA’s details on vacation will follow as stipulated in the Employment Contract with SSM AMA/SSMIC.

7.02 For RA’s whose employment contracts do not offer paid vacation, the RA may still request unpaid vacation at any time, within reason. Requests are made to the SSM AMA Research Coordinator in writing. Approval or Rejection of vacation requests will be notified in writing by the Research Coordinator within 2-4 business days. Unpaid vacation requests need to be provided 2 weeks in advance of the vacation date(s) requested. RA vacation requests are not guaranteed.

7.03 The SSM AMA Research Coordinator will inform the Supervising Member of any approved vacation requests of the RA.

**Article 9: INTELLECTUAL PROPERTY**

The intellectual contributions of a Research Assistant will be acknowledged in accordance with SSM AMA procedures regarding intellectual property. The Intellectual Property Guidelines for SSM AMA can be found at: INSERT WEB PAGE HERE

**Article 10: SAFETY, HEALTH AND WELLNESS**

10.01 **Discrimination and Harassment**

10.01.01 All members of the SSM AMA are responsible for creating and maintaining a respectful, productive work environment that is free of discrimination and harassment. Discrimination and harassment are serious issues and will be dealt with in accordance with SSMIC/SAH policy and Occupational Health and Safety (OHS) legislation. All employees shall refrain from causing or participating in workplace harassment and violence, which includes the threatened, attempted or actual conduct of a person that causes or is likely to cause physical or psychological injury or harm, and includes domestic or sexual violence.

10.02 **Health and Safety**

10.02.01 It is the SSM AMA and Supervising Member’s responsibility to maintain a safe work environment.

10.02.02 A Research Assistant can reasonably expect to pursue their work in a safe and respectful environment.

10.02.03 The SSM AMA, Supervising Member and each RA recognize and accept their responsibilities to maintain a safe work environment through compliance with applicable health and safety legislation and regulations and policies of the institution the RA will be completing their duties in.

10.02.04 If a Research Assistant considers their workplace to be unsafe or that another person is performing work in an unsafe manner, the Research Assistant will immediately report the condition to the authority in charge of safety, the Supervising Member, and/or the Research Coordinator.

10.02.05 If the Supervising Member and Research Coordinator deem the conditions unsafe, a Research Assistant will not be required to perform their duties, pending an investigation of the safety concerns.

10.02.06 A Research Assistant may choose to exercise their right to refuse unsafe work in accordance with the process defined in the Ontario Occupational Health and Safety Act. For more information on health and safety in the workplace see: <https://www.labour.gov.on.ca/english/hs/>

**ARTICLE 11: DEFERALL OR EXTENSION OF SERVICE PERIOD**

11.01 To extend or defer a service period the Supervising Member must complete a “Deferral of Extension of Service Period” form and submit to the Research Coordinator. The Research Coordinator will review the form and notify the Supervising Member in writing of the decision on the request. Supervising Members may request multiple extensions.

11.02 Preference will be given to funded project for deferral or extension of service

11.03 Deferral of extension of service may require that a new Research Assistant is assigned to the Supervising Member’s project.

**APPENDIX A**

**LETTER OF APPOINTMENT – TERMS OF SERVICE**

**Name of Research Assistant:** \_\_\_(to be completed by Research Coordinator)\_\_\_\_\_\_\_

**Research Assistant Email:** \_\_\_\_\_\_(to be completed by Research Coordinator)\_\_\_\_\_\_\_

**Name of Supervising Member (Principal Investigator)**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Email:**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name of Research Study**:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Terms of Service State Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_ **End Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Number of hours assigned per week (to a maximum of X hours/week)** \_\_\_\_\_\_\_\_\_\_

**Provide an abstract for your research study (*max 300 words)***

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**Duties/Tasks to be performed by Research Assistant: (provide a brief description of the tasks/duties that the RA will be responsible for. *max 300 words)***

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**APPENDIX B**

**RESEARCH ASSISTANT TIME USE GUIDELINE FORM**

This form must be completed by the Supervising Member and Research Assistant at the start of each Terms of Service. This does not replace the requirement for a Letter of Appointment. The purpose of this form is to outline the estimated hours necessary to complete the assigned duties and to assure that the required duties can be performed within the assigned hours.

a)  Name of Research Assistant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b)  Assistantship Appointment from (indicate state date) to (indicate end date)

c)  Average Hours Per Week: (as per letter of appointment)

d) Summary of Research Assistant Duties: (as per letter of appointment)

|  |
| --- |
| **Research Assistantship** |
| **Sample of Duties and Responsibilities** | **Average Hrs/Wk** |
| Preparation of Literature Reviews/ Literature Searches |  |
| Lab Duties |  |
| Data Analysis |  |
| Data Collection |  |
| Grant or Proposal Assistance |  |
| Knowledge Translation ( i.e. publications, presentations or other KT outputs) |  |
| (Insert Additional tasks/duties and associated hours here) |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Research Assistant Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Supervising Member Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Research Coordinator Signature Date

**APPENDIX C**

**FEEDBACK FORM (PRINCIPAL INVESTIGATOR)**

a)  Name of Research Assistant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Name of Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please summarize what tasks your assigned research assistant completed for your project (if some tasks were started but only partial completion, please indicate so):

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How many hours did the research assistant work on your project? \_\_\_\_\_\_\_

What were the research assistants’ strengths? Were there areas for improvement?

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Would you work with this research assistant again? (Select one) Yes\_\_ No \_\_

Additional Comments on Research Assistant performance:

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| --- |
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| --- | --- | --- |
| **Internal Use Only:**Projected RA hours: \_\_\_\_Actual RA hours used: \_\_\_\_\_ | Signature of Research Coordinator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Research Coordinator Comments:  |

**APPENDIX D**

**FEEDBACK FORM (RESEARCH ASSISTANT)**

a)  Name of Research Assistant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Name of Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ c) Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please summarize what tasks you completed for this project (if some tasks were started but only partial completion, please indicate so):

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How many hours did you work on your project? \_\_\_\_\_\_\_

Did you feel supported by the Principal Investigator in this role? Did they give you the tools and education you needed to carry out your role?

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Would you work with principal investigator again? (Select one) Yes\_\_ No \_\_

Additional Comments on principal investigator, or working on this project in general:

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| --- | --- | --- |
| **Internal Use Only:**Projected RA hours: \_\_\_\_Actual RA hours used: \_\_\_\_\_ | Signature of Research Coordinator:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Research Coordinator Comments:  |

**APPENDIX E**

**DEFFERAL OR EXTENSION OF SERVICE PERIOD**

a)  Name of Research Assistant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

b) Name of Principal Investigator: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ c) Project Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Are you requesting an extension or deferral? \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Is this a funded project? Y/N

If Y, does funding budget allow for additional RA hours to be billed to your project? (extension applicants only) Y/N

Number of RA service hours requested on initial service application (extension applicants only) \_\_\_

How many additional hours are you requesting?(extension applicants only) \_\_\_\_\_

**Reason for extension/deferral**

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**What date would you want services to resume? (deferral applicants only)** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**What is your new project timeline and completion date?**

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**Outline what tasks the RA will doing during the extension of service (for extension applications only - (provide a brief description of the tasks/duties that the RA will be responsible for. *max 300 words)***

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**Provide a Breakdown of tasks and estimated hours for completion (extension applicants only)**

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| --- |
| **Research Assistantship (Extension)** |
| **Sample of Duties and Responsibilities** | **Average Hrs/Wk** |
| **Preparation of Literature Reviews/ Literature Searches** |  |
| **Lab Duties** |  |
| **Data Analysis** |  |
| **Data Collection** |  |
| **Grant or Proposal Assistance** |  |
| **Knowledge Translation (KT) ( i.e. publications, presentations or other KT outputs)** |  |
| **(Insert Additional tasks/duties and associated hours here)** |  |

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Principal Investigator Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Research Coordinator Signature Date

**PROCESS FOR REQUESTING SERVICE**

**Internal Document only – not part of terms of service package**

1) Principal Investigator contacts the SSM AMA Research Coordinator

2) SSM AMA Research Coordinator directs PI to applicable forms in Qualtrics and provides a brief summary using common language the process for using SSM AMA RA Services.

3) Upon receipt of applicable forms, SSM AMA Research Coordinator accepts or rejects the request

4) If the request is rejected, the PI is welcome to resubmit.

5) If the request is accepted, the Research Coordinator will initiate next steps, such as determining a suitable RA, and connecting the RA with the PI. This will also involve filling out the Time Use Guidelines Form.

6) The PI, RA and Research Coordinator must meet on a regular basis to discuss the progress of the project.

7) Once the terms of service is complete, the RA and PI have the opportunity to provide feedback on one another. Feedback is kept confidential and used to help improve future collaborations between RA, the PI and Research Coordinator.