

**COLLECTIVE AGREEMENT
BETWEEN**

**THE ONTARIO SECONDARY SCHOOL
TEACHERS' FEDERATION
REPRESENTING THE**

**ALGOMA UNIVERSITY
SUPPORT STAFF**

DISTRICT 35

and

**ALGOMA UNIVERSITY
BOARD OF GOVERNORS**

July 1, 2015 to June 30, 2017

Memorandum of Settlement

Between

Algoma University Board of Governors

and

The Ontario Secondary School Teachers' Federation
representing the

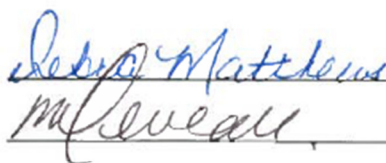
Algoma University Support Staff
District 35

- 1) The parties herein agree to the terms of this memorandum of settlement and attached document outlining compensation as constituting full settlement of all matters in dispute.
- 2) The parties agree that the retroactive salary in accordance with article 25 shall be paid out no later than December 15th, 2015.
- 3) The members of the parties' respective negotiating committees hereby agree to unanimously recommend to their principals for ratification this Collective Agreement for the two year term from July 1, 2015 to June 30, 2017.

For Algoma University



For AU Support Staff



Date:

Sept. 30/2015

Date:

Sept 30 /15

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ARTICLE 1 – PURPOSE AND SCOPE

- 1.01 It is the purpose of this Collective Agreement to set forth certain terms and conditions of employment relating to remuneration, hours of work, benefits and general working conditions, and to provide a process for the prompt and equitable disposition of all matters in dispute between the Union and the University hereinafter called the parties.
- 1.02 It is the expressed desire of the parties to promote the well-being and security of all employees in the Bargaining Unit and to maintain harmonious and mutually beneficial relationships.
- 1.03 The parties recognize that it is in their mutual interest to foster a climate appropriate for the promotion of excellence in the University.

ARTICLE 2 – EFFECTIVE PERIOD

- 2.01 This Agreement shall be in effect from July 1, 2015 to June 30, 2017 and shall remain in effect from year to year thereafter unless either party gives notice to the other not more than ninety (90) days from the expiration date herein that it desires revision, modification or termination of this Agreement at its expiration date.
- 2.02 In the event that either Party gives notice as defined in Article 2.01, the Parties will meet to negotiate within thirty (30) working days or such other time as may be mutually agreed after the giving of such notice, and both Parties shall negotiate in good faith and make every effort to conclude a new Agreement.
- 2.03 This Agreement shall supersede all previous agreements. Amendments to the provisions herein contained shall be made only by mutual written consent of the parties.

ARTICLE 3 – RECOGNITION

- 3.01 The University recognizes the Ontario Secondary School Teachers' Federation (OSSTF), hereinafter called the Union, as the sole and exclusive bargaining agent authorized to represent and negotiate on behalf of all employees of Algoma University, save and except the following:
 - a) Managers and those above the rank of Manager;
 - b) Persons employed in a confidential capacity in matters related to labour relations, which include the Administrative Assistants to the Human Resources Director; Executive Assistants to the President, VP of Finance & Administration and VP of Academic & Research;
 - c) Members of AUFA;
 - d) GLC - Athletic coaches and athletic instructors;
 - e) Co-op placement students and student assistants.

- 3.02 The Union recognizes the Negotiating Committee of the University as the official committee authorized to represent the University and to negotiate on its behalf for the purpose of this Agreement.
- 3.03 The University recognizes the Negotiating Committee of the Algoma University Support Staff of OSSTF as the official committee authorized to represent the Union and to negotiate on its behalf for the purpose of this Agreement.
- 3.04 The University recognizes the right of The Ontario Secondary School Teachers' Federation (OSSTF) to authorize the Bargaining Unit or any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Collective Agreement.
- 3.05 The Union recognizes the right of the University to authorize any other advisory agent, counsel, solicitor or duly authorized representative to assist, advise, or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 No employee shall be required or permitted to make a written or verbal agreement with the University or its representatives which may conflict with the terms of this Collective Agreement.
- 3.07 The University shall not make any written or verbal agreement with any employee in the Bargaining Unit which conflicts with the terms of this Collective Agreement.

ARTICLE 4 – MANAGEMENT RIGHTS

- 4.01 The Bargaining Unit acknowledges that the prime function of the University is to provide teaching and research services and facilities to its students and faculty members.
- 4.02 Save and except to the extent specifically modified or limited by any provision(s) of this Agreement, the right and responsibility to manage the business of the University is vested solely and exclusively with the University. The University agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement or the prevailing statutes governing employment in the Province of Ontario.
- 4.03 Without limiting the generality of the above, management's exclusive rights include, but are not limited to:
- a) Administer the personnel policies of the Collective Agreement, hire, reprimand, suspend, discharge, or otherwise discipline for cause, subject to grievance;
 - b) Promote, demote, transfer, retire, layoff or recall employees;
 - c) To determine the requirements of a job, and qualifications for the position and the standards of the work to be performed;
 - d) To expand, reduce, alter, combine, transfer or cease any job, department, operation or service, within the framework of the Collective Agreement and by consensus of agreement of the Joint Consultative Committee (JCC);

- e) To determine the size and composition of the work force;
- f) To make or change rules, policies and practices consistent with the terms of this Collective Agreement;
- g) To maintain order and efficiency and generally administer the day-to-day operations of the University and direct the work force consistent with the terms of the Collective Agreement.

4.04 Discipline and Discharge

- a) The University agrees that no member who has completed the probationary period shall be disciplined, suspended or discharged, except for just cause.
- b) The University recognizes the right of members of the Bargaining Unit to have OSSTF representative(s) present during meetings with the University representative(s) where the conduct or competence of the member is being considered.
- c) Members disciplined subsequent to completion of the probationary period will receive first a written warning, then a suspension or a second written warning in lieu thereof, and will have had an opportunity for counselling within the department or elsewhere prior to discharge.
- d) At any time of disciplinary action being initiated by the Employer, a meeting between the Management Officer and the employee with Union representation will be convened.
- e) Members who are disciplined shall be sent a letter confirming the discipline with the reasons for the discipline within two (2) days after the discipline is imposed. Disciplinary letters shall be forwarded to the Bargaining Unit at the same time as the letter is forwarded to the employee.
- f) No member of the Bargaining Unit shall be involved in the discipline of another Bargaining Unit member.
- g) Prior to disciplinary action being initiated by the employer, probationary employees will be subject to a performance review. Notwithstanding the discipline or discharge of a probationary employee shall be done in good faith and at the sole discretion of the University.

ARTICLE 5 – UNION MEMBERSHIP AND FEE DEDUCTION

- 5.01 The Union and the University acknowledge that it is the right and the privilege of any staff member in the Bargaining Unit to become a member of the Union. All members of the Bargaining Unit shall be members of OSSTF. All permanent full-time, permanent part-time, temporary, limited term, and casual employees covered by this Agreement shall pay union dues to OSSTF.
- 5.02 On each pay date which an employee receives a pay cheque the University shall deduct from each employee the OSSTF dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the University at least thirty (30) days prior to the expected date of change.
- 5.03 The OSSTF dues deducted in accordance with 5.02 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than the fifteenth (15th) day of

the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, the amounts deducted, and the number of days worked.

- 5.04 Dues specified by the Bargaining Unit in accordance with 5.02, if any, shall be deducted and remitted to the Treasurer of OSSTF District 35, Algoma University Support Staff no later than the (15th) fifteenth day of the month following the month in which the deductions were made. Such remittance shall be accompanied by a list identifying the employees the amounts deducted, and the number of days worked.
- 5.05 OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the University harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

ARTICLE 6 – JOINT CONSULTATIVE COMMITTEE (JCC)

- 6.01 There shall be a Joint Consultative Committee (JCC) to be comprised of three (3) representatives of the Bargaining Unit and three (3) representatives of the University. The Director of Human Resources and the Bargaining Unit President shall be ex-officio members of this Committee and will count as two (2) of the six (6) members. Either side may appoint, on a temporary basis, one replacement representative based on availability of the selected representatives.

The Joint Consultative Committee (JCC) shall be chaired jointly by a representative of the Bargaining Unit and a representative of the University administration, who shall together be responsible for the preparation and distribution of agenda for meetings, and who shall alternate in presiding over the meetings.

A quorum for the Joint Consultative Committee (JCC) shall be four (4) of its members, with a minimum of two (2) members representing each of the University administration and the Bargaining Unit.

- 6.02 The Joint Consultative Committee (JCC) shall attempt:
- a) to develop and maintain a spirit of cooperation and mutual respect;
 - b) to review matters arising from the administration, interpretation and operation of the Agreement and other matters of mutual concern but excluding any dispute which is currently being resolved under the grievance procedures in this Collective Agreement;
 - c) to facilitate better working relationships between the University and the OSSTF Algoma University Support Staff;
 - d) to foster better communication between the various components of the University community;
 - e) to encourage career development opportunities and job enhancements;
 - f) to develop measures in order to alleviate and minimize any adverse impact including but not limited to job restructuring, duties normally performed by members of the Algoma University Support Staff and terms of employment.

- 6.03 The Joint Consultative Committee (JCC) will meet monthly and on an ad hoc basis with an agenda to be agreed upon at the beginning of each meeting. In addition, a formal request by the co-chair of either party for a meeting will be honoured by the other party within seven (7) working days. In the event of a formal request to meet, each member of the Committee shall receive notice not less than five (5) working days before the scheduled meeting, and shall receive the agenda of the meetings at least forty-eight (48) hours in advance. Minutes of the Joint Consultative Committee (JCC) meetings will be taken in simple point form describing items of discussion, areas of disagreement, areas of agreement and actions to be taken.

ARTICLE 7 – FREEDOM FROM DISCRIMINATION

- 7.01 The parties agree that in accordance with the Ontario Human Rights Code there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in any matter concerning the application of the provisions of this Agreement.
- 7.02 The University shall not discriminate against, interfere with, restrict or coerce any member of the Bargaining Unit by reason of the member's activity in the Union.
- 7.03 No employee shall be required to perform any duties of a personal nature not connected with the approved operations of the University.

ARTICLE 8 – NO STRIKES OR LOCKOUTS

- 8.01 The Union agrees that there shall be no strikes and the University agrees that there shall be no lockouts during the term of the Agreement.
- 8.02 No Bargaining Unit member shall be required to perform work of another employee who is lawfully on strike.

ARTICLE 9 – NEGOTIATING TEAMS

- 9.01 The respective negotiating teams of the parties to this Agreement may number up to four (4) persons, excluding persons acting on behalf of or assisting the teams.
- 9.02 Members of the Negotiating Committee shall not absent themselves from their regular duties without obtaining prior approval from their Management Officer for all negotiating meetings other than scheduled negotiations with the employer. The University agrees to maintain the pay of such persons on approved absence for all reasonable time so spent but only for such hours that are straight time regularly scheduled working hours. There shall be no charge to the Union for members of the negotiation team attending scheduled negotiating meetings.

ARTICLE 10 – DEFINITIONS

Probationary Period

- 10.01 All new employees covered by this Agreement, shall work a probationary period of four (4) months from their date of hire.
- 10.02 Upon successful completion of the probationary period, new employees shall be considered permanent employees.

Trial Period

- 10.03 An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period as per article 29.08.

Probationary Employee

- 10.04 The term “probationary employee” when used in this Agreement refers to an employee within the Bargaining Unit who has not completed the probationary period outlined in 10.01.

Permanent Employee

- 10.05 The term “permanent employee” when used in this Agreement refers to an employee who has successfully completed the probationary period outlined in Article 10.01.

Permanent Full-Time Employee

- 10.06 The term “permanent full-time employee” when used in this Agreement refers to an employee who has completed the probationary period and works either a 35 or 40-hour week on a continuing year-round basis or 1820 or 2080 hours per year with no termination date anticipated at the time of appointment.

Permanent Part-time Employee

- 10.07 The term “permanent part-time employee” when used in this Agreement refers to an employee who has completed the probationary period and works 14 hours or more, but less than 35 hours per week on a continuing year-round basis with no termination date anticipated at the time of appointment.

Other-Than-Twelve-Month Position

- 10.08 “Other-Than-Twelve-Month Position” (OTTM) shall mean a Regular Bargaining Unit Position to which an employee has been appointed and which is not a Twelve-Month position. Other-than-Twelve-Month (OTTM) positions may be either full-time or part-time.

Temporary Employee

- 10.09
- a) The term “temporary employee” when used in this Agreement refers to a member of the Bargaining Unit who is hired to replace a permanent employee on approved leave as outlined in this Agreement. A temporary employee shall be employed in a replacement position which extends for a minimum of twenty (20) work days to a maximum of twenty-four (24) months.
 - b) Written notification of the term and duties of all temporary positions shall be submitted to the Joint Consultative Committee (JCC) for review two (2) weeks in advance of any job posting.
 - c) No position shall be filled for one or several periods in excess of twenty-four (24) months by renewing a temporary employee’s appointment or by appointing a series of temporary employees.
 - d) Permanent full-time or part-time positions originally posted as temporary which exceed twenty-four (24) months duration either consecutive or cumulative must be posted as permanent and open to application as detailed in Article 29 - Job Postings.
 - e) Temporary employees shall be entitled to apply for other job postings as internal applicants during the last month of employment and for forty (40) working days beyond the end of the temporary position. If successful, the candidate shall be credited seniority and service from the commencement of the temporary position. Once a temporary employee has achieved twenty-four (24) months of seniority, he/she may apply as an internal applicant for a permanent position.

Limited Term Employees

- 10.10
- a) The term “limited term employee” when used in this Agreement refers to a member of the Bargaining Unit who is hired for a definite term or task that is expected to last no more than twenty-four (24) months with a termination date set at the commencement of such term or task. Limited term employees shall be hired using non-base financing available from special grants, directed program funding, or funds available from outside the University’s operating or ancillary budgets. Subject to the following procedures and conditions, the parties agree that in such circumstances the University may employ up to five (5) FTE (full time equivalent) in limited term positions.
 - b) Limited term positions shall not normally exceed five (5) FTEs. The number of limited term positions may be increased to seven (7) FTEs with the mutual consent of the parties. Limited term positions shall not normally exceed twenty-four (24) months. Under exceptional circumstances the limited term may be extended by mutual consent of the parties.
 - c) The term “limited term employee” also refers to an individual who is hired to perform a specific recruitment task. The University may employ up to two (2) additional such employees whose duties shall not exceed a maximum duration of four (4) to twelve (12) calendar months in any one contract year. These employees may be funded from internal operating dollars.
 - d) Externally-funded limited term appointments may be made where the proportion of non-base or non-operating funding is at least seventy percent (70%) of the total wages / salary of the position. Externally-funded positions with funding under seventy percent (70%) shall require mutual consent of the parties.

- e) If allowed by the conditions of the funding, limited term appointments shall initially be posted internally in accordance with the provisions of the Collective Agreement, and internal candidates shall be considered prior to the consideration of external applicants.
- f) If allowed by the conditions of the funding, limited term positions will be classified by the Joint Job Classification Committee (JJCC).
- g) Limited term employees shall be entitled to apply for other job postings as internal applicants during the last month of employment and for forty (40) working days beyond the end of the limited term position. If successful, the candidate shall be credited seniority and service from the commencement of the limited term appointment.

Casual Employees

- 10.11 A “casual employee” is an individual hired to work on an irregular basis during periods of heavy workload or to replace permanent employees absent due to illness, statutory holidays, vacation, or who have not reported for work on their assigned schedule. A casual employee will not be hired for a period exceeding twenty (20) days consecutive or eighty (80) days cumulative during any one contract year. The number of consecutive days may be extended up to ten (10) days by mutual consent of the parties.

Casual positions shall not normally exceed six (6). The number of casual positions may be increased to eight (8) for periods of up to five (5) consecutive working days with the mutual consent of the parties.

Human Resources will provide the President with a semi-annual report detailing hours/days worked by casual employees. The report should be received no later than 30 days after the Dec 31st and June 30th reporting periods.

When casual employees apply for other University positions, they shall be considered external applicants.

Student Employees

- 10.12 a) **Co-op Placements**

Co-op placements are “training” positions designed to perform duties related to the academic program and services. Co-op placements performing work related to the Bargaining Unit shall not exceed twelve (12) in any academic year.

A list of co-op placements will be submitted to the Joint Consultative Committee (JCC) annually no later than June 30th.

- b) **Student Assistants**

Positions of less than twenty-one (21) hours per week will be made available to full-time or part-time students currently enrolled at Algoma University. Student Assistants hired during the Summer semester (May to August) may work up to thirty-five (35) hours per week through this four (4) month period only.

The University shall not employ more than twenty-five (25) student assistants in total in any academic term in areas primarily supervised by Bargaining Unit members. These positions will be designed to facilitate the work of Bargaining Unit members by providing direct assistance and support to them.

A list of all student assistant positions from the past academic year as well as a list of anticipated student assistant positions for the current academic year will be submitted to the Joint Consultative Committee (JCC) annually no later than June 30th.

10.13 **University Action Plan**

The University recognizes the importance of mutual collaboration between employee and supervisor to have one on one discussion, a minimum of once per year to facilitate the planning and development of the strategy for goals and actions consistent with the University's strategic goals with regular follow up as required.

A format for goals and direction will be designed by the University in consultation with the Joint Consultative Committee (JCC) and reviewed annually. This tool will be used by all parties to cultivate and nurture targeted discussion about their tasks, goals, aspirations, interests and professional development.

The University and the employees will each keep a copy of the agreed upon plan for subsequent discussions and follow up.

10.14 **Work Week**

The work week is Monday to Friday.

10.15 **Week**

For over-time purposes, a week shall be defined as beginning on Sunday and ending on Saturday.

ARTICLE 11 – GRIEVANCE AND ARBITRATION

11.01 **General**

It is the mutual desire of the parties that all complaints and grievances be addressed as quickly as possible. Any difference concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement, including any question as to whether a matter is arbitral, shall be dealt with as outlined below.

11.02 No individual member or members of the Union or the University may initiate a grievance except through the appropriate party.

11.03 **Definitions**

- a) Complaint – A “complaint” shall mean any dispute between a member of the Bargaining Unit and the University concerning the interpretation, application or administration of the terms of this Agreement.
- b) Grievance – A “grievance” shall be defined as any difference or dispute arising between the parties concerning the interpretation, application, administration or alleged violation of this Agreement.
- c) Group Grievance – A “group grievance” is one in which two or more employees allege that a specific provision or interpretation of the Agreement has been violated. A group grievance shall be presented directly at step one (1) of the grievance procedure.
- d) Policy Grievance – A “policy grievance” is one which involves a dispute between the Parties over the interpretation, application or administration of the Agreement in whole or in part. A policy grievance shall be presented directly at step one (1) of the grievance procedure.

11.04 **Informal Procedure**

A member may initiate a complaint with the Management Officer involved in the problem within five (5) working days of the occurrence of or awareness of the matter. The member will meet with the appropriate Management Officer to discuss the complaint. The member may be accompanied by an authorized member of the Union. By agreement of those present, additional informal meetings may be scheduled. The Management Officer shall answer the complaint in writing within five (5) working days from the last informal meeting date.

11.05 **Formal Procedure**

Where the informal attempts to resolve the matter outlined in 11.04 have failed, the following procedure shall apply:

Step 1

The Bargaining Unit may initiate a written grievance to the Director of Human Resources within seven (7) working days of receipt of the Management Officer’s reply in 11.04.

The grievance shall contain:

- a) a description of how the alleged dispute is in violation of the Agreement; and
- b) the clauses in the Collective Agreement alleged to be violated; and
- c) the relief (remedy) sought; and
- d) the signature of the duly authorized official of the Bargaining Unit.

The Director of Human Resources shall call a meeting within five (5) working days with the grievor who shall be accompanied by an authorized member of the Union. The Director of Human Resources shall provide a written answer to the grievance within three (3) working days following the date of the meeting.

Step 2

If the reply of the Director of Human Resources is unacceptable to the Bargaining Unit, the Bargaining Unit may apply for arbitration within twenty (20) working days after the decision under Step 1.

- 11.06 a) Timelines may be extended by written mutual agreement at any stage of the grievance/arbitration proceeding.
b) In the event that the University fails to reply to a grievance within the prescribed time limits at any step without having mutually agreed upon an extension of the time limits, the Bargaining Unit may submit the grievance to the next step of the grievance/arbitration procedure.
- 11.07 When a grievance has been settled, a record shall be made of the agreement reached and shall be signed by representatives of both parties. Copies shall be maintained by the Union and the Director of Human Resources.

11.08 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within ten (10) working days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chair within the time limited, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair governs.

- 11.09 No person shall be selected as a Nominee or Chairperson who has been involved in an attempt to negotiate or settle the grievance in process.
- 11.10 The Parties may agree in writing to submit the grievance to a mutually agreed upon single arbitrator rather than to an arbitration board.

A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

- 11.11 The single Arbitrator or Board of Arbitration shall have the power to modify penalties, including discharge and disciplinary penalties, and take whatever action, or make whatever decision, it considers just and equitable in the circumstances. In no event shall the single Arbitrator or Board of Arbitration have the power to alter, modify or amend this Agreement in any respect.

11.12 **Cost of Arbitration**

The fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.

- 11.13 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.
- 11.14 Should the investigation or processing of a grievance require that an involved Member and/or Bargaining Unit representative be released from regular duties, the Member shall be released without loss of salary or benefits.

ARTICLE 12 – SENIORITY

- 12.01 Seniority is defined as the length of continuous service in the Bargaining Unit since date of last hire. Seniority shall operate on a Bargaining Unit-wide basis.
- 12.02 Seniority for all employees shall commence from the first day of continuous employment provided that the employee has successfully completed the probationary period and shall cease when an employee's employment with the University is terminated.
- 12.03 Seniority shall not include those periods of employment as a casual employee.
- 12.04 The University shall establish a seniority list for members of the Bargaining Unit by start date showing each member's name, hire date, position and classification.
- a) Such seniority list shall be arranged from the most senior to most junior.
 - b) The seniority list shall be posted on bulletin boards to which all employees have access.
 - c) Such list shall be brought up to date and sent to the President of the Bargaining Unit by September 1st and March 1st of each year.
 - d) In compiling the seniority list for the first time, following date of ratification, all ties shall be broken by lot mutually agreed upon by the Employer and the Bargaining Unit. Such order ranking shall be the order on the seniority list from that date forward.
- 12.05 For newly hired members to the Bargaining Unit from date of ratification, all ties shall be broken as follows:
- a) if two (2) or more members have the same date of hire, the member with the most total experience with the Employer shall be considered the most senior;
 - b) if still tied, the seniority standing of the member shall be determined by a method of lot mutually agreed upon by the Employer and the Bargaining Unit.

Such ties shall be broken at the next time of updating the seniority list and shall remain in such rank order from that time forward.

- 12.06 Any questions as to the accuracy of the seniority list must be submitted by the Bargaining Unit to the Director of Human Resources, in writing, within twenty (20) working days, of the posting of the list.
- 12.07 Employees employed on a part time basis shall accumulate seniority on a full time basis.
- 12.08 A member will continue to accumulate seniority under the following conditions:
- a) during an absence due to illness or injury up to a maximum of thirty-six (36) months;
 - b) while on WSIB (Workplace Safety and Insurance Board);
 - c) while on an approved leave of absence as provided under this Agreement.

It is understood that there will be no increase in salary steps while on an approved leave of absence.

- 12.09 In cases of appointment, transfer, promotion and in the advancement of employees to higher classifications where qualifications such as skill, experience, training and the ability to perform the required task relating to the position applied for are deemed to be equal, seniority shall be the determining factor. Seniority rights shall apply to reduction of employees and to allocation of vacations, and to such other matters as set forth in this Agreement.
- 12.10 A member will lose seniority standing under the following conditions:
- a) if the member terminates employment with the University;
 - b) if the member is discharged and such discharge is not reversed through the grievance/arbitration procedure or other legal procedure available to the member;
 - c) if the member fails, after a layoff, to return to work within the designated number of days as per this Agreement;
 - d) if a member is laid off by the University and has exhausted all rights of recall;
 - e) three (3) months after the member accepts a permanent position with the University outside the Bargaining Unit.

NOTE: Seniority for temporary and limited term employees shall commence as of July 1st 2003.

ARTICLE 13 – HOURS OF WORK

- 13.01 The work week for permanent full-time employees is thirty-five (35) hours worked in five (5) consecutive days of seven (7) hours each Monday through Friday. In the case of permanent full-time physical plant employees the normal hours of work shall be forty (40) hours per week worked in five (5) consecutive days of eight (8) hours each Monday through Friday.

Any hours which are scheduled outside of normal office hours (8:00 am to 5:00 pm, Monday through Friday), will be subject to a shift differential as defined in Article 27.

- 13.02 Each permanent thirty-five (35) hour full-time employee shall be entitled to a one (1) hour unpaid lunch break scheduled as close as possible to the mid-point of the employee's workday. Each forty (40) hour permanent full time employee shall be entitled to a one half (½) hour paid lunch scheduled as close as possible to the midpoint of the employee's work day. Changes in the employee's lunch hour may be negotiated with the mutual consent of the Management Officer, employee and the Bargaining Unit.
- 13.03 Each employee shall be entitled to one fifteen (15) minute paid break per half day worked. Breaks may not be accumulated as overtime nor used in order to leave work before the scheduled time.
- 13.04 The University shall give all part-time employees a paid lunch period of thirty (30) minutes, provided they are required to be on call during that time, scheduled as close as possible to the midpoint of the employee's work day.
- 13.05 If an employee arrives late for a scheduled shift due to an emergency, in consultation with the appropriate Management Officer, the employee shall make up the time either by staying late to work the required number of hours or arriving early or staying late on subsequent shifts to make up the time difference. The employee also has the option of deducting the number of minutes or hours the employee was late from accumulated overtime. The time must be made up or deducted from overtime within one (1) week of the day on which the employee arrived late for work.
- 13.06 The University and the Bargaining Unit recognize that by the nature of the University's operation, hours of work in some employee areas cannot conform to normally accepted business hours.
- 13.07 Work schedules involving either changing the normal work week, split shifts, extended work weeks and/or extended workdays will be determined by the University. The University agrees to present any such changes to the Joint Consultative Committee (JCC) for dialogue at least one (1) month prior to implementation.

Where operation hours include Saturday and/or Sunday, the University shall schedule for each staff member at least two (2) consecutive days of rest per week.

If a staff member has special and legitimate reasons which would justify some variation in the standard work day/work week, these reasons shall be discussed with the Management Officer and approved by the Director of Human Resources. Reasonable efforts shall be made to accommodate such requests.

- 13.08 When scheduling work made available due to employee absences caused by illness, vacations, or staffing emergencies, the University agrees to offer such work to:
- a) part-time or temporary employees not working full time who have the knowledge, skills and ability to perform the work, on a seniority basis; and then to
 - b) casuals who have the knowledge, skills and ability to perform the work.

ARTICLE 14 – LEAVES OF ABSENCE

The University shall grant a paid leave of absence in the following situations:

14.01 Jury Duty/Subpoena

An employee who is required to be absent because of jury duty in the District of Algoma or who is summoned to be a witness or attend a hearing, including a divorce hearing, by anybody in Canada with the power to subpoena, shall be subject to neither loss of pay nor deductions from sick leave credit provided the employee:

- a) notifies the University in a timely fashion;
- b) provides proof of service requiring his/her attendance;
- c) and deposits with the University the full amount of compensation received by the employee excluding mileage, travel and meal allowances.

14.02 Quarantine

Leave with pay and without deduction from sick leave shall be granted to an employee for a period of quarantine when declared by the Medical Officer of Health.

14.03 Bereavement

Bereavement leave shall be granted upon application to the appropriate Management Officer without loss of pay or sick leave credits as follows:

- a) five (5) days for the funeral of a member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother-in-law, father-in-law.
- b) three (3) days for the funeral of a member's fiancé/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild.
- c) up to two (2) days for the funeral of a member's uncle or aunt.
- d) In the case of part-time members of the Bargaining Unit, bereavement leave pay shall reflect the hours missed.
- e) An extension to the Bereavement Leave as outlined above may be granted on compassionate grounds. Such extension shall be without pay, however the employee may arrange to use vacation or lieu time, or arrange with their Management Officer to make up any time lost as a result of the extension. Such extensions shall not be unreasonably sought by a member nor denied by the University.

14.04 Marriage

An employee will be allowed a maximum of two (2) working days, to get married, without loss of pay.

14.05 Moving

An employee will be allowed a maximum of one (1) working day per twelve (12) month period to move residence.

14.06 Personal Days

- a) Two (2) days will be provided for personal leave on a twelve (12) month basis
- b) Permanent full-time employees with thirty (30) years of service or more will receive two (2) additional personal leave days.

14.07 Medical Appointments

With the prior permission of their Management Officer, employees may be allowed an early departure from or late arrival at work to attend medical and dental appointments. Permission for such absences of no more than two (2) hours per occasion shall not be unreasonably withheld. Early consultation with Managers on each occasion is required to permit the organization of the workforce.

14.08 Union Leave

- a) The University shall grant a leave of absence to a member of the Union who has been elected or seconded to serve as an officer of OSSTF at the provincial or local level. The Union shall reimburse the University for the replacement costs of the salary and benefits for members on such leave.

At the end of the period of leave the member shall return to the same position held prior to the leave if it still exists or to a similar position following the procedure outlined in Article 34, Layoff and Recall.

- b) In addition to 14.08 (a), collectively representatives of the Bargaining Unit shall be granted a total of up to forty (40) days per work year for carrying out Union business. Such leave shall be taken in blocks of not less than one-half ($\frac{1}{2}$) days with the written authorization of the Bargaining Unit President. The Union agrees to reimburse the University for the actual cost of the replacement or overtime (if any) for members absent under this provision.
- c) Requests for Union leave shall be provided, in writing, by the Bargaining Unit President to the Director of Human Resources with a copy to the immediate supervisor. The Director of Human Resources shall be notified at least one (1) month in advance of a leave of longer than one (1) month, and at least two (2) days in advance for a short term leave. Requests for Union leave shall not be unreasonably denied.
- d) The Union acknowledges that its representatives have duties to perform as Employees of the Employer, and agrees that no individual employee, other than the President, shall be granted more than ten (10) days off from work to attend to Union business annually as provided for in this Agreement. The Employer will grant Union Executive, Joint Consultative Committee (JCC), Joint Job Classification Committee (JJCC) and Negotiating Team members' sufficient paid time off from work to attend to normal Union business. All time off from work for this purpose must be requested in advance from the appropriate Management Officer.

The Employer agrees to grant, without loss of normal salary, a two-hour lunch period to all members four (4) times during each contract year for the purpose of general Union meetings provided that the Director of Human Resources is advised five (5) working days in advance.

- e) If not on leave, the Bargaining Unit President, or designate, shall be allowed up to four (4) hours with pay, for time off to attend the funeral of an employee covered by this Agreement or the funeral of the employee's spouse or child.
- f) If not on leave, the Bargaining Unit President, or designate, shall be given a reasonable amount of time, during regular working hours, to meet at a mutually agreeable time with each new employee during the employee's first month of employment.

14.09 Unpaid Leaves of Absence

General:

A staff member may apply for a leave of absence without pay, providing that the staff member makes a written request stating reasons for the leave to the Director of Human Resources. Permission for such leave shall not be unreasonably withheld, subject to workload requirements. Subject to carrier approval and legislation, an employee on leave may continue to participate in the Employee Benefit Plan by paying the total cost of the applicable premiums to the University for any full month in which the employee does not work for and is not being paid by the University. The exception to this is pregnancy / parental leave as specified in the Employment Standards Act.

a) Leave of Absence for the Purpose of Career Development

Leaves of absence for the purpose of career development are encouraged. The Joint Consultative Committee (JCC), when required, will explore requests for career leaves that would prove of mutual benefit.

The University will also consider career development proposals, which enable a one-year leave as part of a "4 over 5" salary redistribution.

b) Long Term Leave of Absence

Provided a written request is submitted to the Director of Human Resources three (3) months in advance of the leave, an employee may be granted a leave of absence without pay for a period of up to one (1) year. Approval for such leave shall not be unreasonably withheld subject to workload requirements. Staff members shall return to the same position or to a comparable position if the former position no longer exists at the end of this leave.

c) Short Term Leave

Leaves of absence without pay for periods of up to five (5) working days may be granted at the discretion of the appropriate Management Officer. All leaves of absence for

periods of more than five (5) working days must be approved by the Director of Human Resources and the appropriate Management Officer.

If permission is not granted, the employee who does not report for work will be considered as absent without leave and shall be liable to the penalty described under absence without permission.

If permission is not granted, the employee is entitled to immediate written notification outlining the reasons for the denial signed by the appropriate Management Officer.

d) Other Leaves

A staff member may apply in writing for one of the leaves outlined below provided they meet the requirements for the leave type as outlined in the Employment Standards Act. In each instance, a staff member who intends to take one of the leaves must inform the employer in writing that he or she will be taking such leave and provide the Director of Human Resources with a written plan that indicates the weeks in which he or she will take the leave.

- i) **Family Caregiver Leave:** Family caregiver leave is unpaid, job-protected leave of up to eight (8) weeks per calendar year per specified family member. The weeks can be taken consecutively or separately. Family caregiver leave may be taken to provide care or support to certain family members as defined by the Employment Standards Act for whom a qualified health practitioner has issued a certificate stating that he or she has a serious medical condition. Care or support includes, but is not limited to: providing psychological or emotional support; arranging for care by a third-party provider; or directly providing or participating in the care of the family member.
- ii) **Family Medical Leave:** Family medical leave is unpaid, job-protected leave of up to eight (8) weeks in a twenty-six (26) week period. Family medical leave may be taken to provide care or support to certain family members and people who consider the employee to be like a family member, as defined by the Employment Standards Act, in respect of whom a qualified health practitioner has issued a certificate indicating that he or she has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- iii) **Critically Ill Child Leave:** Critically ill child care leave is unpaid job-protected leave of absence of up to thirty-seven (37) weeks within a fifty-two (52) week period. Critically ill child care leave may be taken to provide care or support to a critically ill child of the employee for whom a qualified health practitioner has issued a certificate as defined by the Employment Standards Act.
- iv) **Crime-Related Child Death or Disappearance:** Crime-related child death or disappearance leave is an unpaid job-protected leave of absence. It provides up to one hundred and four (104) weeks with respect to the crime-related death of a child and up to fifty-two (52) weeks with respect to the crime-related disappearance of a child. The leave must be taken in a single period.

ARTICLE 15 – PATERNAL LEAVE

- 15.01 For absence occasioned by the birth or adoption of a son or daughter, the University shall grant, upon written request, a leave of absence without loss of salary, or sick days, for a period of five (5) days. This leave shall be granted on the following days: the day immediately prior to or following the birth, the day of the birth, the day(s) when the child comes into the care and custody of the parents.
- 15.02 Such leave request shall be made by telephone to the immediate supervisor, followed by a written request.

ARTICLE 16 – PREGNANCY/PARENTAL LEAVE

16.01 Pregnancy Leave

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks pregnancy leave of absence as defined in the Employment Standards Act (Ontario).

16.02 Parental Leave

An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence as defined in the Employment Standards Act (Ontario).

A leave of absence of up to thirty-seven (37) weeks is available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the Employment Standards Act (Ontario). Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a child.

- 16.03 Following thirteen (13) weeks of continuous service, an employee shall be eligible for pregnancy and/or parental leave as defined in the Employment Standards Act.
- 16.04 An employee who intends to take Pregnancy/ Parental Leave shall notify the University with at least two (2) weeks notice in writing, of the dates on which the employee intends to leave and at least four (4) weeks notice, in writing, of the date on which the employee intends to return to active employment. For Pregnancy Leave the actual dates may be altered for medical reasons; for Parental Leave these dates may be altered depending, in the case of adoption, on the date on which a child becomes available.
- 16.05 An employee on Pregnancy/Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively employed, including, but not limited to: accumulation of credit for sick leave, seniority, and benefits.
- 16.06 An employee returning from Pregnancy/Short-term Parental Leave to active employment shall be reinstated to the same position in the same workplace held prior to the leave, if it still

exists, or to a comparable position if it does not, in accordance with the Layoff and Recall procedure outlined in Article 34.

- 16.07 The timing and length of the leave to a maximum of seventeen (17) weeks for Pregnancy Leave and to a maximum of thirty-five (35) weeks, or thirty-seven (37) weeks if Pregnancy Leave is not taken, for Parental Leave shall be at the discretion of the employee.
- 16.08 Nothing in this Article shall remove from an employee any entitlement under the Employment Standards Act, or this Collective Agreement.
- 16.09 A member who suffers a pregnancy related illness shall be managed in accordance with the Sick Leave provisions outlined in Article 17. It is understood that employees entitled to sick leave benefits during either pregnancy leave or parental leave shall not have either leave extended or deferred (beyond any period proscribed under the Employment Standards Act) while in receipt of sick benefits.
- 16.10 During a period of Pregnancy/Parental Leave, an employee who has completed the probationary period will be eligible for payments made according to a Supplementary Employment Benefit Plan which provides for the following: for the first two (2) weeks, payments equivalent to ninety-five percent (95%) of the salary and allowances that would have been received had the employee not been on leave; and up to fifteen (15) additional weeks' payments equivalent to the difference between the Employment Insurance benefits, the employee is eligible to receive and ninety-five (95%) of the salary that would have been received had the employee not been on leave.

ARTICLE 17 – SICK LEAVE

- 17.01 The University shall maintain a sick leave plan for every employee who is a member of the Bargaining Unit.

If during an employee's vacation period, he/she becomes ill and is admitted to hospital, the employee will be eligible to receive sick leave as long as he/she provides a medical doctor's certificate and proof of hospitalization. Vacation credits can be restored to the extent of any sick leave granted.

- 17.02 The University shall maintain a record of each employee's credited and accumulated sick leave and shall inform employees in writing on or about July 1st of each year as to the crediting and accumulation of their sick leave.
- 17.03
 - a) Permanent full-time employees shall receive full pay for up to twenty-four (24) days in any contract year when the employee is absent due to sickness.
 - b) Permanent part-time employees are entitled to full pay for a period equal to the pro-rated portion of the twenty-four (24) days.
 - c) Temporary and limited term employees shall be entitled to sick leave benefits at the rate of two (2) days per month worked, at a pro-rated portion based on total hours worked. Sick leave benefits for temporary employees are cumulative in the event of sickness, but are not cash redeemable.

- 17.04 Unused days in any contract year may be carried forward to a maximum of one hundred and twenty (120) days.
- 17.05 For any absence beyond the maximum available to the employee, the employee will receive seventy percent (70%) of regular pay for each day to a maximum of one hundred and twenty (120) working days in any contract year, or until such time as the provisions of the University's Long Term Disability Plan come into effect, which ever first occurs.
- 17.06 When an employee cannot work due to sickness, it is understood that employees should make every reasonable effort to notify their Management Officer (or Designate) directly as soon as possible of their sickness so adequate arrangements can be made to fulfill the employee's duties.
- 17.07 An employee who is absent from work for five (5) to nine (9) consecutive days will be required to present a medical doctor or nurse practitioner's certificate to the appropriate Management Officer. An employee who is absent from work for ten (10) or more consecutive days will be required to present a medical doctor's certificate to the appropriate Management Officer. When an employee is absent repeatedly over a period of time, for any future absences the University may, with reasonable notice, request the employee present an acceptable medical doctor's certificate. If there is a charge for obtaining the medical doctor's certificate, the University shall reimburse the employee for such cost.

Upon an employee claiming eight (8) sick days in any contract year, a meeting may be arranged between the employee, the Management Officer, the Director of Human Resources and a union representative. The purpose of the meeting will be to discuss various resources available to the employee including but not limited to Employee Assistance Programs or Workplace Wellness Workshops. If necessary, if an employee claims sixteen (16) sick days in any contract year, a second such meeting will be held.

- 17.08 If requested by the University, prior to a return to work following an injury or illness-related absence of more than ten (10) working days, the employee will provide a written statement to the Director of Human Resources from the Medical Doctor that outlines:
- a) the employee is able to return to work on a full-time basis without restrictions or;
 - b) the employee is able to return to work, with the nature and duration of any work restriction described.
- 17.09 Should an employee sustain an injury or illness at work that is covered by WSIB (Workplace Safety and Insurance Board), the employee shall not be entitled to sick leave benefits while in receipt of compensation.

ARTICLE 18 – TUITION FEES

- 18.01 Upon completion of the probationary period, or achievement of Permanent Teaching Status (PTS) in the case of ESL instructors, active that semester, all employees are eligible for a tuition waiver at one hundred percent (100%) of the existing rate, for credit courses offered

by Algoma University, with the exception of reading courses. Such preferential rates shall also be applicable to their dependents and spouses. Dependents are defined as natural and/or adopted children up to the age of 25. Eligibility ceases at the end of the academic semester in which the dependant attains the age of 26.

- 18.02 If registration occurs during the probationary period, the employee will pay tuition fees but will be reimbursed the full amount after successful completion of probation.
- 18.03 If an employee, his or her spouse, or dependent is unsuccessful in the course(s) for which he/she is registered, he/she must successfully complete the next course at his/her own expense in order to re-establish this privilege.
- 18.04 If the University has requested a full-time member of the Bargaining Unit to enrol in a course outside the University, tuition and related costs will be paid at one hundred percent (100%) by the University.
- 18.05 Should an employee, who has completed five (5) years of continuous service to the University, die, leaving a spouse and dependent children, they (the spouse and dependent children) are entitled to all the benefits outlined in Article 18.01 for as long as the employee was in the employ of the University immediately prior to death.
- 18.06 Retirees will be eligible for the tuition waiver at one hundred percent (100%) of the existing rate as outlined in article 18.01 after twenty-five (25) years of service with the university.

ARTICLE 19 – COURSE ATTENDANCE

- 19.01 Employees taking courses at the University are encouraged to take them after working hours. Permission to take a course during working hours must be granted by the appropriate Management Officer before the course starts and provision made for the employee to make up the time lost while at class, unless the course is specifically required in order to perform the duties of the job. In cases where a course is necessary for the job, the time taken from normal work hours to complete the course does not have to be made up by the employee.

ARTICLE 20 – STATUTORY HOLIDAYS

- 20.01 **RECOGNIZED HOLIDAYS:** The following are the recognized holidays for which employees shall be paid at their regular rate of pay:

- | | |
|---------------------|-------------------|
| 1. New Year's Day | 2. Family Day |
| 3. Good Friday | 4. Easter Monday |
| 5. Victoria Day | 6. Canada Day |
| 7. Civic Holiday | 8. Labour Day |
| 9. Thanksgiving Day | 10. Christmas Day |
| 11. Boxing Day | |

The University will be closed at noon on December 24 and will reopen on January 2 with reduced staff between Christmas and New Years as in the past.

- 20.02 In order to qualify for payment of the holiday concerned, an employee must have worked the full regular scheduled hours of work on the work day immediately before the holiday and the full scheduled hours of work on the day immediately following the holiday. Exceptions to this will be documented illness of longer than three (3) days duration or alternative arrangements such as overtime or vacation days.
- 20.03 If a paid recognized holiday occurs during an employee's vacation, the employee will be granted an extra day off with pay.

ARTICLE 21 – VACATIONS

- 21.01 For the purpose of computing vacation credits, the date of June 30 of each year will be used as the anniversary date.
- 21.02 A permanent full-time employee with less than one year of service at June 30th will receive either vacation pay of four percent (4%) of earnings or a proportion of vacation entitlement that the period of service bears to a year. For example, a person who has worked for four (4) months will receive either four percent (4%) of earnings or 1/3 of the appropriate vacation entitlement.
- 21.03 All employees will be eligible for the following vacation entitlements
- a) Permanent full-time employees with one (1) year, but less than five (5) years of service will receive three (3) weeks annual vacation at their regular pay.
 - b) Permanent full-time employees with five (5) years, but less than, ten (10) years of service will receive four (4) weeks annual vacation at their regular rate of pay.
 - c) Permanent full-time employees with ten (10) years of service but less than fifteen (15) years of service will receive five (5) weeks annual vacation at their regular rate of pay.
 - d) Permanent full-time employees with fifteen (15) years of service or more will receive six (6) weeks annual vacation at their regular rate of pay.
- 21.04 Vacation may not be carried forward into a subsequent calendar year without the prior written approval of the appropriate supervisor(s) and Human Resources. In general, the maximum carry forward allowable is two (2) weeks other than in exceptional circumstances.
- 21.05 Applications for holidays during the year must be submitted in writing to the appropriate Management Officer before May 1st in each year. Employees shall be given the opportunity of stating their preference for their vacation period according to seniority, provided applications have been submitted by May 1st. If an application for vacation has not been received by December 15th of a given year, the Management Officer will arrange a mutually agreeable vacation schedule with the employee to use up the existing balance.
- 21.06 An employee shall be entitled to receive, and shall normally take vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the appropriate Management Officer.

- 21.07 Permanent part-time employees are entitled to four percent (4%) of earnings as vacation pay for each year of employment increasing to six percent (6%) of earnings as vacation pay after five (5) years. Should the employee so request, vacation entitlement will be granted in paid time off on a pro-rated basis. In all other instances, permanent part-time employees' vacation pay will be included on their semi-monthly pay cheque.
- 21.08 Temporary, limited term and casual employees will receive four percent (4%) of their earnings as vacation pay to be included on their semi-monthly pay cheque. Limited term and temporary employees may request that vacation entitlement be granted in paid time off.
- 21.09 When an employee is absent due to illness or injury as described in Article 17 for a period longer than six (6) months, vacation entitlement shall be frozen and not accrue beyond the six-month period.

ARTICLE 22 – GROUP RETIREMENT SAVINGS PLAN

- 22.01 All permanent full-time members of the Bargaining Unit shall be eligible to join the Algoma University Support Staff Group RRSP plan after completion of the period of probation if they so desire. Current details of the Group RRSP plan are available through the Payroll Department.
- 22.02 Permanent part-time, limited term and temporary employees are included in the Group RRSP plan as per the guidelines noted in Article 22.01.
- 22.03 The University will match employee contributions of 3%, 5%, 7%, 7.5% or 8%.

ARTICLE 23 – GEORGE LEACH CENTRE

- 23.01 All members of the Bargaining Unit are entitled to reduced membership fees at fifty percent (50%) of the community member's rate for use of the George Leach Centre.

Additional fees may be charged for instructional programs.

ARTICLE 24 – BENEFITS

- 24.01 The University agrees to administer the plan and benefits as set out in this Agreement, including the execution of appropriate payroll deductions for the members' share, if any.
- 24.02 The University is not the insurer of employee benefits. The terms and eligibility of the insurer contract shall prevail at all times.
- 24.03 The University agrees to maintain the benefit coverage in effect as of August 9, 2011 with the exception of the modifications made in this agreement for those members eligible for such coverage.

24.04 In order to qualify for medical and dental benefits, an employee must work a minimum of twenty (20) hours per week. Benefits will be provided to part-time employees through cost sharing with the University prorated on the number of hours worked per week.

24.05 The University pays the entire cost of the group insurance plan for all permanent full-time employees at date of hire.

For those employees who reach age sixty-five (65), and beyond, the University will reimburse to the member the equivalent of the full monthly premium cost of benefits for a member under the age of sixty-five (65), upon submission of receipts for private insurance coverage for each benefit area.

24.06 ESL Benefits

For employees of the ESL program, the University will reimburse the equivalent cost of medical premiums available to full-time members, prorated on the hours worked. This benefit will be available to offset receipted expenses for medical benefit premiums incurred by the employee.

24.07 The group insurance plan benefits include:

a) Life Insurance and Accidental Death and Dismemberment Insurance based on 500% of basic annual earnings rounded up to the next higher \$1,000.00 with a maximum of \$250,000.00.

b) Life Insurance for dependents as follows:

Spouse	\$20,000.00
Children (each)	\$ 5,000.00

c) Long Term Disability is payable for permanent full and permanent part-time employees at the rate of seventy percent (70%) of basic monthly earnings with a maximum monthly benefit to the employee of \$3,500.00. Further information is detailed in Article 17 and the Carrier Plan Booklet.

d) Permanent part-time employees are eligible for Long Term Disability coverage and the University will pay the entire cost of this coverage from the date of hire.

e) Drug and Health Services

The main provisions of this benefit include:

- Semi-private room hospital accommodation
- 100% of prescribed drugs. This will cover generic drugs (if available), unless prescribed by the physician for medical reasons, in which case a brand name drug will be covered.

f) Dental Plan

The plan shall provide payment of one hundred percent (100%) of routine dental work (Basic Services) (Comprehensive Basic) and fifty percent (50%) of the orthodontic and restorative dentistry (Major Restorative Service) (Orthodontic) based on the current O.D.A. rates.

g) Vision Care covers each family member at the rate of \$300.00 per person per two (2) year period.

h) Eye examinations for each family member at the rate of \$85.00 per person per two (2) year period.

NOTE: The items included in Article 24.05 are described only briefly and in very general terms. For more details, reference should be made to the Carrier Plan Booklet. Changes to the above are to be mutually negotiated.

24.08 Temporary and limited term employees will receive Drug and Health Services and Dental benefits from date of hire until the end of the term of their employment.

24.09 Permanent part-time, part-time temporary and part-time limited term employees have the options of receiving Drug and Health Services and Dental benefits on a cost sharing basis from the date of hire. The University portion of the cost sharing shall be on the basis of the proportion of working days that the employee regularly works.

24.10 The University may choose the carrier for the Group Insurance Plan and may switch carriers as they deem fit but the University guarantees that all group insurance will be equal to or better than existing coverage. The University shall subsidise all benefits, which are reduced or limited as a result of changing group insurance carriers.

24.11 Benefits Upon Retirement

Employees retiring prior to age sixty-five (65), but having reached age fifty-five (55), may continue in the University's benefit plan as outlined in article 24.05 until the end of the month following their sixty-fifth (65th) birthday providing they pay to the University the full monthly premium cost. Life Insurance under this provision will be two (2) times salary prior to retirement and the rate to be paid by the retiree will be the group rate charged by the carrier. Optional life insurance with the University and all LTD entitlement will cease at retirement.

24.12 Spousal Benefits

The spouse of a deceased member may have the option of retaining benefit coverage at the spouse's own cost under the Private Hospital Care, Extended Health Services and Dental plans under the following conditions:

a) the spouse may elect to retain coverage within thirty-one (31) days of the date of death of the deceased member;

- b) coverage shall remain in effect for a maximum of two (2) years from the date of death of the deceased member. Coverage shall be cancelled the first day of the month following the spouse's sixty-fifth (65th) birthday or upon remarriage;
- c) the spouse shall pay to the University the premiums, in a manner arranged between the parties;
- d) if the spouse withdraws from coverage at any time, then the spouse will be ineligible to re-enrol in coverage.

24.13 The University shall provide the Union with a current copy of information booklets which cover the benefits outlined in this Article.

ARTICLE 25 – SALARY

25.01 Members of the Bargaining Unit shall be paid twice monthly as follows:

- The last banking day on or prior to the 15th of each month; and
- The last banking day on or prior to the last day of the month.

25.02 Newly hired employees will normally be placed at increment level one (1) of the appropriate job class. In some circumstances it may be necessary to implement step increases in order to be successful in hiring the best candidate. The following hiring criteria has been established to determine the most appropriate level at the time of hire at the discretion of management:

- Step One Capable of carrying out the duties as stated within the job description with the appropriate training. Experience is between zero (0) and two (2) years above the minimum requirements of the job description.
- Step Two Experienced in carrying out the duties as stated within the job description with some training required. Experience is between two (2) and four (4) years above the minimum requirements as stated in the job description.
- Step Three Accomplished in implementation procedures of duties within the job description. Little or no training is required. Experience is four (4) or more years above the minimum requirements as stated in the job description.

No new employee will be offered a starting salary greater than at step three. Copies of offer letters will be provided to the Bargaining Unit President following hire.

25.03 Employees will advance from their present level to the next level set out in the salary schedule twelve (12) months after they last advanced on their anniversary date, until they reach their maximum salary.

25.04 a) An employee who accepts a position with a higher rated classification within the Bargaining Unit will receive no less an increase in salary than the equivalent of one step in the previous classification, provided that it does not exceed the maximum salary of the classification of the new position.

- b) For salary increment purposes, the anniversary date of a member accepting a new position at a higher salary level will assume the date that they transferred into the new position. The new anniversary date will have no impact on their existing seniority. This Article is intended to address transfers to new positions after November 1, 2010.

Compensation

25.05 Salary Schedule

Increase Salary Scale as follows:

July 1, 2015	July 1, 2016
1.5%	1.5%

The schedule for each salary range is attached as Appendix 1

25.06 Casual Salary Schedule

Casual employees will be paid an hourly rate of:

2015/16	\$17.15
2016/17	\$17.41

25.07 ESL Salary Schedule

Casual employees will be paid an hourly rate of:

2015/16	\$31.84
2016/17	\$32.32

ARTICLE 26 – OVERTIME

- 26.01 If overtime is required due to the nature of the employee's responsibilities, it must be approved by the Management Officer concerned. An employee will receive time off for approved overtime, at a mutually agreed time, after the over-time hours have been worked. All authorized hours worked in a week in excess of thirty-five (35) or forty (40) will be compensated in time off or pay at one and a half times the number of hours worked.
- 26.02 a) Permission to take time off by the appropriate Management Officer for accumulated overtime will not be withheld. Where scheduling considerations deem it necessary, other overtime compensation may be arranged and authorized by the appropriate Management Officer.
- b) Accumulated overtime may be carried over to the next contract year provided the total carry forward of overtime and vacation does not exceed a maximum of two (2) weeks. Application for discharge of overtime must be made to the appropriate Management Officer prior to June 1st. Any lieu time that positions the employee in excess of two (2)

weeks of total vacation and lieu time will be paid to the employee on the last cheque of the contract year.

- 26.03 Overtime worked may be taken in time off or money at the employee's discretion.
- 26.04 If an employee is required to work overtime on a statutory or paid holiday, as defined in this Agreement, then the employee is entitled to a rate of two (2) times the employee's regular hourly rate.
- 26.05 a) An employee who is called in to work on an unscheduled basis shall receive a minimum of four (4) hours pay for the "call back".
- b) Call back pay shall cover all calls within the minimum four (4) hour period provided for under (a). If a second call takes place after four (4) hours have elapsed from the time of the first call, it shall be subject to a second call back pay, but in no case shall an employee collect two call back pays within one such four (4) hour period, and to the extent that call back overlaps and extends into the hours of his regular shift, (a) shall apply.
- 26.06 Overtime shall be voluntary (except in cases of emergency) and the University, where possible, will endeavour to notify employees twenty-four (24) hours in advance of any overtime which may be required. The parties agree that the employer may expect a reasonable amount of overtime work from employees.
- 26.07 **Employee Standby**
- Employee standby is voluntary within each department. It is the time defined outside the regularly scheduled shift during which an employee is contacted either by phone, text or e-mail for an answer to a work situation, however the employee does not necessarily need to come in to the university. There is an expectation of "best effort" to provide assistance.
- Overtime for standby is rounded up to the next fifteen (15) minute interval. e.g. five (5) minute rounded up to fifteen (15) minutes; fifteen (15) minutes rounded up to thirty (30) minutes.
- 26.08 Overtime shall be accumulated in fifteen (15) minute intervals.

ARTICLE 27 – SHIFT DIFFERENTIAL

27.01	The following are shift differentials:	July 1, 2015	July 1, 2016
	Hours worked from 5 pm to 12 midnight	\$0.63 / hr	\$0.64 / hr
	Hours worked from 12 midnight to 7 am	\$1.08/ hr	\$1.10 /hr

ARTICLE 28 – JOB DESCRIPTIONS

- 28.01 a) Job classification training will be provided by a mutually agreed upon third party consultant for members of the Joint Job Classification Committee (JJCC), plus an additional three (3) members each from the Bargaining Unit as well as Administration every five (5) years. The expense for this training will be shared equally by the Bargaining Unit as well as the University.
b) The Joint Job Classification Committee (JJCC) shall consist of a maximum of three (3) representatives each from Management and the Bargaining Unit. All decisions regarding job descriptions and their classification must be formalized within the framework and by consensus of the Joint Job Classification Committee (JJCC).
- 28.02 The parties recognize that it is the University's right to determine the job that is to be performed and the job requirements. For existing jobs, job descriptions summarizing the present primary responsibilities, secondary duties and qualifications of each Bargaining Unit position shall be drawn up by the University in consultation with the appropriate Manager, the Union and the employee concerned. Job descriptions shall be maintained by the Director of Human Resources.
- 28.03 When a new position is established, the President of the Bargaining Unit shall be advised of the new position and provided with a description of the duties and responsibilities. The salary shall be established by the job classification procedure as identified in 28.01 prior to posting of the new position.
- 28.04 Where the duties of work in any classification are changed or increased to the extent that it appears that a change in salary is warranted, such changes or increases must be submitted on the Job Re-Evaluation form by the Management Officer to the Director of Human Resources. The Management Officer must submit the Job re-evaluation form to the Director of Human Resources no later than three months after the employee has submitted it. Within three (3) working days of such changes being submitted, the Director of Human Resources shall notify the Union President that changes to the job classification are under consideration. Within six (6) weeks of submission, the Director of Human Resources shall schedule the position for re-evaluation with the Joint Job Classification Committee (JJCC). If it is established that a higher salary is appropriate, the new salary shall be retroactive to the date the position was submitted to Human Resources by the Management Officer.
- 28.05 A member whose job is under review at the Joint Job Classification Committee (JJCC) shall have the option to attend the meeting when their position is being evaluated or re-evaluated prior to the implementation of changes. If clarification is required by the Joint Job Classification Committee (JJCC), the member may be requested to attend the meeting.
- 28.06 If it is established that a lower salary is appropriate, the employee's existing salary shall be frozen/red circled until the new classification matches the existing salary.
- 28.07 All job descriptions shall be reviewed by the University on a five (5) year rolling cycle and shall be brought to the Joint Job Classification Committee (JJCC) as determined by the

Director of Human Resources and the Management Officer. The President of the Bargaining Unit will receive a copy of all job descriptions reviewed.

ARTICLE 29 – JOB POSTINGS

- 29.01 When a vacancy exists in a permanent position that is to be filled, or a new position is created within the Bargaining Unit, the following procedure shall apply.
- 29.02 Members with recall rights who have the knowledge, skills and ability will be offered the position in accordance with Article 34 - Layoff / Recall.
- 29.03 The position will be posted internally in suitable locations for a minimum of six (6) working days.
- 29.04 Such job posting shall state the nature of the position, its classification, and the qualifications required.
- 29.05 All internal applications for such job posting must be made during the initial six (6) day posting and shall be considered before any applications from outside the Bargaining Unit are accepted. The employer will interview only those employees who have the knowledge, skills and ability to perform the requirements on the job posting.
- 29.06 a) Among competing applicants for such posted vacancy, the following factors shall be considered: the ability to perform in an efficient manner, the required duties of the position; previous work record; qualifications; knowledge; skills and ability. Where these factors among two (2) or more competitors for the vacancy are equal, seniority shall govern.
- b) An external applicant will not be selected as the successful candidate except in cases where there are no qualified Bargaining Unit applicants.
- 29.07 An employee transferred or promoted to a new position within the Bargaining Unit shall be considered to be on a trial period for three (3) continuous months actually worked. Upon mutual agreement with the Union, such period may be extended up to a total of five (5) months actually worked. At any given time within this period, if the employee finds the job unsatisfactory or if the employer finds that the employee is unable to meet the basic job requirements, the employee shall be returned to the employee's former position or to one of equal classification and salary scale. In the event that a trial period is not completed, any other employee promoted or transferred because of the re-arrangement of the position will also be returned to his or her former position or to one of equal classification and salary if the former position is unavailable.

ARTICLE 30 – TEMPORARY POSITIONS

- 30.01 a) Temporary positions shall be posted for internal application prior to external postings. Temporary positions may be filled by another member of the Bargaining Unit by posting the position of the absent member as a temporary assignment.

- b) Notwithstanding the foregoing, if no qualified member applies for the temporary assignment it shall be posted for external competition.
- 30.02
 - a) Upon completing a temporary assignment, a member of the Bargaining Unit who is successful in filling the temporary position, shall return to the employee's original position, if it is still available, or to a comparable position if it is unavailable.
 - b) Where the successful candidate for a temporary appointment is an external applicant, he or she shall be entitled to apply for other job postings as an internal applicant during the last month of employment and for forty (40) working days beyond the end of the temporary position. Temporary and limited term employees are responsible for notifying the employer of any address and phone number change during this period.
- 30.03 Successful internal applicants for temporary positions shall be paid the salary of the position they are appointed to, and shall move up the grid of that salary.
- 30.04 Members of the Bargaining Unit appointed by the University to a temporary position at a lower salary level than their permanent position shall continue to be paid at the salary of their permanent position and shall continue to move through the grid.

ARTICLE 31 – RESIGNATION OF EMPLOYMENT

- 31.01 Before leaving the employ of the University, an employee must give two (2) weeks notice. Whenever possible, an employee should give more than two (2) weeks notice. Notice must be made in writing.

ARTICLE 32 – AMALGAMATION, AND/OR MERGER PROTECTION

- 32.01 In the event the University seeks to and does merge or amalgamate with any other body, the University undertakes to take all reasonable action to ensure that:
 - a) Employees shall be credited with all seniority rights with the new employer;
 - b) All service credits relating to vacation with pay, sick leave benefits, and all other benefits shall be recognized by the new employer.
- 32.02 In the event that through legislative or other governmental action the University is merged or amalgamated with any other body the University shall seek such successor rights as may reasonably protect the rights and benefits of members of the Bargaining Unit.

ARTICLE 33 – TECHNOLOGICAL CHANGE

- 33.01 In the event of technological changes or if the introduction of new equipment occurs, the University is responsible for ensuring that all employees affected will be properly trained at the University's expense. The University will ensure that each employee is given equal opportunity to be properly trained in the use of any new equipment. This must occur during normal work hours where feasible, or at some other mutually acceptable time.

- 33.02 In the event that the employee is not suitable for the above-mentioned retraining, the employee may request either reclassification or invoke the redundancy policy, within a six (6) month period.

ARTICLE 34 – LAYOFF / RECALL

Layoff

This Article applies to permanent full time and permanent part-time employees.

- 34.01 Prior to any formal notice of lay off, the parties shall meet to review the reasons for the reduction of employees or hours of work. Alternatives, including early retirement incentives shall be considered to minimize the number of redundant employees.
- 34.02 In the event of a reduction in the number of employees or a reduction in the normal weekly hours of work of one or more employees, employees shall be laid off in reverse order of seniority in the Bargaining Unit.
- 34.03 An employee who is declared surplus to the needs of the University may:
- a) accept the reduced hours of work or the lay off and be placed on the Recall List for up to three (3) years; or
 - b) displace the least senior employee in a position for which the surplus employee has the knowledge, skills and ability to perform the work.
- 34.04 A surplus employee who is unable to displace a less senior employee shall be laid off.
- 34.05 If a new position has been created to cover duties once covered in the now redundant position, the employee holding the redundant position shall have first refusal to the new position. Should the employee accept the new position, complete training or retraining will be provided by the University.

Notification

- 34.06 Employees shall be notified in writing that their positions have been declared redundant and that they are to be laid off. Copies of this notification shall be issued to the President of the Bargaining Unit.

Entitlement

- 34.07 Employees will be entitled to receive all accumulated overtime and vacation pay as provided for in the appropriate provincial legislation.

Notice of layoff, inclusive of statutory rights, is as follows:

- a) An employee with less than five (5) years of seniority: three (3) months
- b) An employee with five (5) years or more of seniority: six (6) months

In addition to statutory rights, an employee is eligible for enhanced severance pay as follows:

- a) One (1) weeks pay at the Employee's regular rate of pay for each completed year of service to fifteen (15) years.
- b) Two (2) weeks pay for each additional completed year beyond fifteen (15) years of service to a total maximum of twenty-six (26) weeks.

An employee who elects severance pay shall forfeit the right to be placed on the recall list.

Recall

- 34.08 Employees who are laid off shall have recall rights to available positions for which they have the knowledge, skills and ability in seniority order. Recall rights expire three (3) years from the date of layoff. Such positions shall not be posted.
- 34.09 An employee shall have the right to refuse an offer of recall if the position is not of equivalent hours and salary as the job from which the employee was laid off. The employee shall not forfeit any future recall rights for such refusal.
- 34.10 Employees on the Recall List shall have first right to replace for relief.
- 34.11 No new employee(s) shall be hired until all members on the Recall List have been given an opportunity for recall in accordance with this Article.

Reinstatement

- 34.12 Employees who have been displaced under this Article shall have the right to be reinstated, in seniority order, to their former job classification if such becomes available within three (3) years from the date of accepting the new position.

ARTICLE 35 – UNION RIGHTS

- 35.01 The University shall provide adequate bulletin boards in appropriate locations which are accessible to employees upon which the Union shall have the right to post notices relating to matters of interest to the Union and the employees.
- 35.02 The University agrees to acquaint new employees with the fact that a Collective Agreement is in effect, provide them with a copy of the Agreement, and provide the new employee with the name, work location and phone number of the Bargaining Unit President.
- 35.03 The Union shall inform the Director of Human Resources annually in writing of the names of its representatives as follows: officers, bargaining committee members, grievance committee members, the address and phone number of its Head Office, and the address and phone number of the Bargaining Unit Office.

- 35.04 The appropriate Management Officer must be informed of the schedule of all general and committee meetings that take place during the participants' working hours.
- 35.05 Members attending meetings during regular working hours will suffer no loss in pay for the time thus spent. Such time shall not be used in the calculation of overtime pay or hours.
- 35.06 The Union shall be allowed to carry out Union business during non-working hours on the University's premises at reasonable times and in reasonable locations. The University expects that the Union will inform the University when these meetings take place.
- 35.07 The Union shall have the right to use the University's courier and e-mail systems and fax machines located in the workplace for the purpose of communication between the Union and its members. Such use shall be at no cost to the Union. The Union shall also have the right to the use of the University "Server".
- 35.08 Any official correspondence from the University to the Union or the Bargaining Unit shall be sent to the President of the Bargaining Unit, unless otherwise stated in the Agreement.
- 35.09 Any official correspondence from the Union to the University shall be sent to the Director of Human Resources unless otherwise stated in this Agreement.
- 35.10 In the event that any employees of Algoma University, other than those covered by this Agreement, engage in a lawful strike and maintain picket lines, employees covered by this Agreement shall not be required to perform work normally done by those employees.

ARTICLE 36 – JOB SECURITY

36.01 Contracting Out

No employee shall lose his/her employment with the University as a direct result of the University contracting out work normally performed by members of the Bargaining Unit. No duties normally performed by members of the Bargaining Unit may be performed by anyone outside of the Bargaining Unit without the specific consent of the Union.

36.02 Qualifications

Current employees shall not lose their job due to a change in the required qualifications for a position.

36.03 Co-op Students

- a) Should a strike or lock-out involving employees occur, Co-op students shall be immediately removed from workplaces where Co-op students perform employee-related job functions.
- b) Employees shall not have their duties modified nor their hours of work changed or reduced owing to the use of Co-op students in the workplace.
- c) No employee shall be laid off nor shall the University refuse to recall a laid-off employee owing to the use of Co-op students in the workplace.

- d) The University shall not refuse to fill vacancies owing to the use of Co-op students in the workplace.

36.04 Student Assistants

- a) Members shall not have their duties modified nor their hours of work changed or reduced due to the University using Student Assistants to perform Bargaining Unit work.
- b) No employee shall be laid off nor shall the University refuse to recall a laid-off employee owing to the use of Student Assistants in the workplace.
- c) The University shall not refuse to fill vacancies owing to the use of Student Assistants in the workplace.

ARTICLE 37 – CONFIDENTIALITY AND ACCESS TO PERSONNEL FILES

- 37.01 The University will keep one personnel file for each employee. The security and confidentiality of personnel files will be the responsibility of the Director of Human Resources, and the files will be maintained under that officer's direct operational control. Information comprising the personnel file will not be placed in any electronic storage form except for salary and benefits data for general accounting and financial management purposes.
- 37.02 Employees shall have the right to examine their personnel file during normal business hours, in the presence of a Human Resources representative and by arranging an appointment.
- 37.03 Employees shall have the right to have the University prepare, at reasonable intervals and at the employee's expense, a copy of the personnel file.
- 37.04 Requests under this Article shall be made on a reasonable basis and will be honoured within the capability of the appropriate Management Officer.
- 37.05 In the case of letters of censure, reprimand, or criticism being added to an employee's file, the employee concerned shall be notified and required to read and initial such material. In the event of an alleged distortion of error, the employee shall have the right to request the inclusion of material pertinent to the alleged distortion of error. In the event of an error being established the file shall be corrected and the erroneous material removed. Letters of censure, reprimand, or criticism which are more than two (2) years old shall not be relied upon by the University in taking disciplinary action and shall be removed from the personnel files provided that no further disciplinary action of a similar nature has occurred during the two (2) year period.
- 37.06 Human Resources and the appropriate Management Officer must be notified by the employee of any change of address and/or status. This is required for the personnel file and records. The Director of Human Resources will notify the Payroll Office of any changes required for payroll related purposes.

ARTICLE 38 – UNIFORMS & LUGGAGE

- 38.01 It is appropriate for the University to require and supply uniforms not for specific employees, but for specific services, departments or job duties. The particular requirements of those services, departments or duties would include only questions of safety, public identification of the University personnel and unfavourable or even hazardous working conditions. Furthermore, those employees, who are required to wear uniforms consistent with the above mentioned criteria, must be consulted about and have an opportunity to participate in the selection of the uniforms they are required to wear.
- 38.02 For positions requiring an extensive amount of travel as part of their job duties, the University shall reimburse an employee an amount of up to \$150 including tax per two (2) year period for the cost of luggage. Employees shall be reimbursed within ten (10) days of presentation of proof of purchase to the appropriate Management Officer.

ARTICLE 39 – HEALTH AND SAFETY

- 39.01 It is agreed that both parties will cooperate towards the prevention of accidents and the promotion of health and safety. The University will make reasonable provisions for the safety and protection of the health and safety of employees during the hours of employment.
- 39.02 The Parties recognize the responsibility of individual members of the Bargaining Unit and the University to report any workplace accident, injury or work-related disease in accordance with the Workplace Safety and Insurance Act.
- 39.03 The University and the employees recognize their obligations under the Ontario Occupational Health and Safety Act and its accompanying regulations.
- 39.04 When supervising students or other employees of the University, members shall act in accordance with the Ontario Occupational Health and Safety Act, Section 27.
- 39.05 The University shall provide and maintain at no cost to the employee all personal protective equipment, clothing or devices required by law.
- 39.06 The University shall reimburse an employee an amount of up to \$150 including tax per contract year for the cost of work boots. The reimbursement shall be available for all employees who must wear such boots at any time in the performance of their duties. Employees shall be reimbursed within ten (10) days of presentation of proof of purchase to the appropriate Management Officer. Any unused balance may be carried forward for one (1) contract year.
- 39.07 The parties agree that any employee shall have the duty to raise Health and Safety issues to their Management Officers. The Management Officer shall investigate such issues and when necessary bring the matter forward to the Joint Health and Safety Committee (JHSC). The University shall investigate such issues brought forward for discussion and report back to the Union.

Joint Health and Safety Committee (JHSC)

- 39.08 The Union shall have a minimum of one representative on the Joint Health and Safety Committee (JHSC) appointed for a term of a minimum of two (2) years.
- 39.09 The Union representative on the Joint Health and Safety Committee (JHSC) shall be given the opportunity to participate in certification and other training programs. The Joint Health and Safety Committee (JHSC) will determine the programs that each member of the committee participates in. The University shall pay all costs associated with this training.
- 39.10 A member of the JHSC is considered to be at work when performing specified activities relevant to his or her role and must be paid at either their regular rate or, where applicable (i.e., when duties take them beyond their usual hours of work), their premium rate of pay.

Those activities for which a member of the committee must be paid are:

- i) performing inspections of the workplace
- ii) investigating incidents where a worker is killed or critically injured at a workplace
- iii) preparing for and attending meetings of the committee
- iv) becoming trained as a certified member of the committee, except in specified circumstances as defined by the Act.

ARTICLE 40 – ESL STAFFING

ESL Program Employee Staffing Process

- 40.01 Each ESL instructor in the Bargaining Unit as of August 9, 2011 shall be deemed to be a qualified ESL instructor and to have attained Permanent Teaching Status (PTS), provided they have successfully completed four (4) semesters of teaching in the ESL program.
- 40.02 ESL staff who have attained Permanent Teaching Status (PTS) will be assigned to ESL courses based on seniority, availability, and program needs. Once all incumbent staff have been placed, or have had the opportunity to be placed, the staffing process below will be followed.

Awarding of Positions to Members with Permanent Teaching Status (PTS)

- 40.03 If no qualified member with Permanent Teaching Status (PTS) status accepts the position within five (5) working days, then the position shall be advertised for six (6) working days on the Staff e-mail alias, on the University's website, and in a public print-media venue which will include the major newspaper in the city of the campus.
- 40.04 Postings shall identify the date of the posting, the academic term(s), the course name, the starting time and duration. No offer of appointment, other than to a qualified member with Permanent Teaching Status (PTS) status, shall be made before the application deadline or without the express approval of the Registrar following receipt of the decision from the respective Hiring and Selection Committee.

- 40.05 Should a position become open unexpectedly within two (2) weeks before the beginning of a term or after a term has commenced, due to the unavailability of an appointed Member through illness or exceptional circumstances or due to the last minute funding of an additional course or other unforeseen circumstances, the Registrar, working in consultation with the Hiring and Selection Committee, shall notify all qualified members with Permanent Teaching Status (PTS) in order of seniority by home phone or e-mail and shall advertise the position for at least one (1) working day via the Staff e-mail alias and on the University's website, and then shall proceed to take measures to fill the position.
- 40.06 The Short Term ESL Study Program will be exempt from this above provision. ESL employees will be asked to participate on a voluntary basis in order of seniority.

Application for a Position

- 40.07 Applications to teach a course shall be in writing, including a current curriculum vitae and any other materials the applicant wishes to submit to the Director of Human Resources.

Criteria for Appointment

- 40.08 In reviewing applications, the Hiring and Selection Committee shall assess the candidates in accordance with the criteria listed below in order of priority:
- a) the applicant has the requisite academic qualifications for the position, i.e. the relevant academic degree or certificate, education in the academic specialty, and/or the appropriate professional training and experience;
 - b) the applicant has a satisfactory record of teaching at the University and/or satisfactory teaching experience elsewhere;
 - c) the applicant has other relevant qualifications including applied and demonstrated competence in the field that is relevant to the position;
 - d) an applicant with teaching experience at Algoma University shall be given priority in the awarding of appointments.

Permanent Teaching Status (PTS)

- 40.09 Members shall be deemed to have Permanent Teaching Status (PTS) provided that they have successfully completed the formal review process.
- 40.10 Members with Permanent Teaching Status (PTS) shall have first right of reappointment to teach the course.
- 40.11 Permanent Teaching Status (PTS) shall be deemed to have been lost if a member has a break in service of more than 36 months.
- 40.12 Permanent Teaching Status (PTS) shall also be deemed to have been lost if the member's performance is not deemed to be satisfactory. Having obtained Permanent Teaching Status (PTS), a member's performance on each course shall be evaluated using the Student Evaluations of Teaching form. Where the member's performance is of concern, the Registrar shall meet with the member with the objective of effecting improvement in the member's

performance. A Formal Teaching Review, as defined in the Collective Agreement, will then be conducted the subsequent time the member instructs the course in question, and if performance is not judged fully satisfactory the member shall lose Permanent Teaching Status (PTS) status.

Letter of Appointment

- 40.13 Appointments shall be made by the Registrar on the recommendation of the Appointment Committee. The Registrar may ask the Part-time Appointment Committee to reconsider its recommendation, giving written reasons for his/her request. The Registrar may overturn a recommendation of the Part-time Appointment Committee provided he or she can demonstrate just cause.
- 40.14 The successful candidate shall receive a letter of appointment in duplicate from the Registrar specifying the terms of employment, including:
- a) the type of appointment made and the course to be taught;
 - b) salary;
 - c) date on which the appointment commences, and duration of the appointment;
 - d) a statement that the Algoma University Staff Bargaining Union is the sole and exclusive bargaining agent for Members;
 - e) a statement that the appointment is subject to the terms of this Agreement;
 - f) a requirement, when signing the letter of appointment to give preferred contact information, including telephone and e-mail, to be used by students, faculty and administration during the following twelve (12) month period. The letter will include appropriate spaces for providing this information or for notifying the Dean's office that there has been no change since the last time it was reported.

Copies of the letter of appointment shall be sent to Human Resources, Payroll, and to the President of the Staff Union.

ARTICLE 41 – ESL SCHEDULING, SICK LEAVE REPLACEMENT

- 41.01 When an instructor is sick, or is for any reason unable to teach a scheduled class, the University will offer the class to instructors who are qualified and available in order of seniority per Article 40:02.

ARTICLE 42 – ESL PREP TIME

- 42.01 For every three (3) hours of teaching time, ESL instructors will receive one (1) hour of paid prep time.

ARTICLE 43 – TEACHING REVIEW, ESL PROGRAM EMPLOYEES

Teaching Review

43.01 Preamble

The parties recognize that the goal of Algoma University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge. Teaching, at all levels, is the primary activity of the University.

The parties agree to support each other in the continuous improvement of teaching.

43.02 Preliminary Reviews of Teaching

All ESL Program Employees may request one preliminary review of their teaching. Requests will be made to the Registrar who will delegate a suitable Reviewer. The Reviewer will give the ESL Program Employee oral feedback with constructive advice and suggestions for improvement. No written record will be kept and the preliminary review shall not be used as part of the Formal Teaching Review process.

43.03 Formal Teaching Review

Particular teaching performance levels by ESL Program Employees are expected by the University and the students. Such performance is evaluated for all class instruction through the Formal Teaching Review process and through the use of a student assessment tool. For purposes of this article, "teaching" includes activities performed by the ESL instructors of the bargaining unit, either in a classroom or on field trips or through technologically assisted instruction. Documentation of teaching performance shall be kept in the member's personnel file.

- a) Formal teaching review shall be completed and communicated to the member in writing prior to the end of the semester. A copy of the formal evaluation checklist, which is provided to the Registrar at the start of each term, can be found attached as **Appendix 2** of the Collective Agreement.
- b) The formal teaching review shall be conducted by the Registrar and/or a designate. The candidate will have the right and opportunity to declare a conflict of interest with a maximum of one of the aforementioned Reviewers, or their replacements, and may ask to have him or her replaced.

43.04 The formal teaching review shall consider all relevant information, which may include, but is not limited to:

- a) the size, type, level and nature of the course taught;
- b) the role of the instructor and the method of delivery;
- c) any written and signed opinions from students in the course;
- d) at least one in-class evaluation of teaching per course by one designated Reviewer. The evaluation will include comments on knowledge, communication and effectiveness. The member shall be informed in advance of the identity of the Reviewer, the date(s) of the visit, and the member shall have the opportunity and the

right to declare a conflict of interest with only one Reviewer and request an alternate. The in-class review will result in a written summary that will be shared with the member within two (2) weeks. The member can request a meeting with the Reviewer to seek clarification of any issues or concerns. It is recommended that the in-class review will be undertaken in the first eight (8) weeks of a normal single term course;

- e) the quality and utility of materials prepared by the member;
- f) the member's effectiveness within the Department, such as punctuality and compliance with established dates and timelines in the administration of the ESL program; and
- g) the course syllabus and final exam, as applicable.

- 43.05 Any member whose teaching performance is being reviewed must provide the in-class Reviewer with a copy of the course syllabus in advance of any class visit. Additionally, the member has the right to submit any information they believe to be relevant to the course evaluation, including a teaching dossier that might include, but is not limited to, course syllabus, sample tests, sample assignment requirements, and/or sample supplemental materials.
- 43.06 In addition, if there are any matters regarding the member's teaching performance in the member's personnel file, the formal teaching Reviewer, referenced in 43.04, shall consult with the member to establish relevant facts about the member's teaching.
- 43.07 Members will be permitted to comment on and respond to any evaluation and to have their comments included in their personnel file to be considered during the formal teaching review process.
- 43.08 The formal teaching review of a member's teaching performance shall determine whether the member warrants Permanent Teaching Status (PTS). Should a member not receive Permanent Teaching Status (PTS), they may still be eligible for future consideration.
- 43.09 Formal teaching review decisions shall be communicated to members as well as the University Registrar in writing, including the feedback on performance with reference to the specific areas for improvement based on formal review materials. The communication shall indicate whether or not the member has been granted Permanent Teaching Status (PTS). If the employee has not been successful in achieving Permanent Teaching Status (PTS), the employee and the Registrar will discuss the prospect of a second opportunity for a formal review. These discussions will be based on the outcome of the formal review.
- 43.10 Once Permanent Teaching Status (PTS) has been attained, a formal review will occur at least once every six (6) semesters of teaching

APPENDIX 1 – Salary Schedule

SALARY RANGES EFFECTIVE JULY 1, 2015

35 Hours/Week

Classification	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
200-224	\$41,724	\$44,508	\$42,450	\$45,282	\$43,176	\$46,056	\$43,901	\$46,830	\$44,627	\$47,604	\$45,353	\$48,378
225-249	\$44,624	\$47,407	\$45,400	\$48,232	\$46,176	\$49,056	\$46,952	\$49,880	\$47,728	\$50,705	\$48,504	\$51,529
250-274	\$47,523	\$50,306	\$48,350	\$51,181	\$49,176	\$52,056	\$50,002	\$52,931	\$50,829	\$53,806	\$51,655	\$54,681
275-299	\$50,422	\$53,206	\$51,299	\$54,131	\$52,176	\$55,056	\$53,053	\$55,982	\$53,930	\$56,907	\$54,807	\$57,832
300-324	\$53,322	\$56,105	\$54,249	\$57,081	\$55,176	\$58,056	\$56,104	\$59,032	\$57,031	\$60,008	\$57,958	\$60,984
325-349	\$56,221	\$59,004	\$57,199	\$60,030	\$58,176	\$61,057	\$59,154	\$62,083	\$60,132	\$63,109	\$61,110	\$64,135
350-374	\$59,120	\$61,904	\$60,148	\$62,980	\$61,177	\$64,057	\$62,205	\$65,133	\$63,233	\$66,210	\$64,261	\$67,286
375-399	\$62,020	\$64,803	\$63,098	\$65,930	\$64,177	\$67,057	\$65,255	\$68,184	\$66,334	\$69,311	\$67,413	\$70,438
400-424	\$64,919	\$67,702	\$66,048	\$68,880	\$67,177	\$70,057	\$68,306	\$71,234	\$69,435	\$72,412	\$70,564	\$73,589
425-449	\$67,818	\$70,601	\$68,998	\$71,829	\$70,177	\$73,057	\$71,356	\$74,285	\$72,536	\$75,513	\$73,715	\$76,741
450-474	\$70,717	\$73,501	\$71,947	\$74,779	\$73,177	\$76,057	\$74,407	\$77,336	\$75,637	\$78,614	\$76,867	\$79,892
475-499	\$73,617	\$76,400	\$74,897	\$77,729	\$76,177	\$79,057	\$77,458	\$80,386	\$78,738	\$81,715	\$80,018	\$83,044
500-524	\$76,516	\$79,299	\$77,847	\$80,679	\$79,177	\$82,058	\$80,508	\$83,437	\$81,839	\$84,816	\$83,170	\$86,195

SALARY RANGES EFFECTIVE JULY 1, 2015

40 Hours/Week

Classification	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
150-174	\$41,058	\$44,239	\$41,772	\$45,008	\$42,486	\$45,778	\$43,200	\$46,547	\$43,914	\$47,317	\$44,628	\$48,086
175-199	\$44,372	\$47,552	\$45,143	\$48,379	\$45,915	\$49,206	\$46,687	\$50,033	\$47,458	\$50,860	\$48,230	\$51,687
200-224	\$47,685	\$50,866	\$48,514	\$51,751	\$49,344	\$52,635	\$50,173	\$53,520	\$51,002	\$54,404	\$51,832	\$55,289
225-249	\$50,999	\$54,179	\$51,885	\$55,122	\$52,772	\$56,064	\$53,659	\$57,006	\$54,546	\$57,948	\$55,433	\$58,891
250-274	\$54,312	\$57,493	\$55,257	\$58,493	\$56,201	\$59,493	\$57,146	\$60,493	\$58,090	\$61,492	\$59,035	\$62,492
275-299	\$57,626	\$60,806	\$58,628	\$61,864	\$59,630	\$62,921	\$60,632	\$63,979	\$61,634	\$65,036	\$62,636	\$66,094
300-324	\$60,939	\$64,120	\$61,999	\$65,235	\$63,059	\$66,350	\$64,118	\$67,465	\$65,178	\$68,580	\$66,238	\$69,696
325-349	\$64,252	\$67,433	\$65,370	\$68,606	\$66,487	\$69,779	\$67,605	\$70,952	\$68,722	\$72,124	\$69,840	\$73,297
350-374	\$67,566	\$70,747	\$68,741	\$71,977	\$69,916	\$73,208	\$71,091	\$74,438	\$72,266	\$75,668	\$73,441	\$76,899
375-399	\$70,879	\$74,060	\$72,112	\$75,348	\$73,345	\$76,636	\$74,578	\$77,924	\$75,810	\$79,212	\$77,043	\$80,500
400-424	\$74,193	\$77,374	\$75,483	\$78,720	\$76,774	\$80,065	\$78,064	\$81,411	\$79,354	\$82,756	\$80,645	\$84,102
425-449	\$77,506	\$80,687	\$78,854	\$82,091	\$80,202	\$83,494	\$81,550	\$84,897	\$82,898	\$86,300	\$84,246	\$87,704
450-474	\$80,820	\$84,001	\$82,226	\$85,462	\$83,631	\$86,923	\$85,037	\$88,384	\$86,442	\$89,844	\$87,848	\$91,305
475-499	\$84,133	\$87,314	\$85,597	\$88,833	\$87,060	\$90,351	\$88,523	\$91,870	\$89,986	\$93,388	\$91,449	\$94,907
500-524	\$87,447	\$90,628	\$88,968	\$92,204	\$90,489	\$93,780	\$92,009	\$95,356	\$93,530	\$96,932	\$95,051	\$98,509

SALARY RANGES EFFECTIVE JULY 1, 2016

35 Hours/Week

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Classification	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
200-224	\$42,350	\$45,175	\$43,087	\$45,961	\$43,823	\$46,747	\$44,560	\$47,532	\$45,296	\$48,318	\$46,033	\$49,104
225-249	\$45,293	\$48,118	\$46,081	\$48,955	\$46,868	\$49,792	\$47,656	\$50,629	\$48,444	\$51,465	\$49,232	\$52,302
250-274	\$48,236	\$51,061	\$49,075	\$51,949	\$49,914	\$52,837	\$50,753	\$53,725	\$51,591	\$54,613	\$52,430	\$55,501
275-299	\$51,179	\$54,004	\$52,069	\$54,943	\$52,959	\$55,882	\$53,849	\$56,821	\$54,739	\$57,761	\$55,629	\$58,700
300-324	\$54,121	\$56,947	\$55,063	\$57,937	\$56,004	\$58,927	\$56,945	\$59,918	\$57,886	\$60,908	\$58,828	\$61,898
325-349	\$57,064	\$59,889	\$58,057	\$60,931	\$59,049	\$61,972	\$60,042	\$63,014	\$61,034	\$64,056	\$62,026	\$65,097
350-374	\$60,007	\$62,832	\$61,051	\$63,925	\$62,094	\$65,018	\$63,138	\$66,110	\$64,181	\$67,203	\$65,225	\$68,296
375-399	\$62,950	\$65,775	\$64,045	\$66,919	\$65,139	\$68,063	\$66,234	\$69,207	\$67,329	\$70,351	\$68,424	\$71,494
400-424	\$65,893	\$68,718	\$67,039	\$69,913	\$68,185	\$71,108	\$69,331	\$72,303	\$70,476	\$73,498	\$71,622	\$74,693
425-449	\$68,835	\$71,661	\$70,033	\$72,907	\$71,230	\$74,153	\$72,427	\$75,399	\$73,624	\$76,646	\$74,821	\$77,892
450-474	\$71,778	\$74,603	\$73,027	\$75,901	\$74,275	\$77,198	\$75,523	\$78,496	\$76,771	\$79,793	\$78,020	\$81,091
475-499	\$74,721	\$77,546	\$76,021	\$78,895	\$77,320	\$80,243	\$78,619	\$81,592	\$79,919	\$82,941	\$81,218	\$84,289
500-524	\$77,664	\$80,489	\$79,014	\$81,889	\$80,365	\$83,289	\$81,716	\$84,688	\$83,067	\$86,088	\$84,417	\$87,488

SALARY RANGES EFFECTIVE JULY 1, 2016

40 Hours/Week

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Classification	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
150-174	\$41,674	\$44,903	\$42,399	\$45,684	\$43,123	\$46,464	\$43,848	\$47,245	\$44,573	\$48,026	\$45,298	\$48,807
175-199	\$45,037	\$48,266	\$45,820	\$49,105	\$46,604	\$49,945	\$47,387	\$50,784	\$48,170	\$51,623	\$48,953	\$52,463
200-224	\$48,400	\$51,629	\$49,242	\$52,527	\$50,084	\$53,425	\$50,926	\$54,323	\$51,767	\$55,221	\$52,609	\$56,118
225-249	\$51,764	\$54,992	\$52,664	\$55,949	\$53,564	\$56,905	\$54,464	\$57,861	\$55,364	\$58,818	\$56,265	\$59,774
250-274	\$55,127	\$58,355	\$56,085	\$59,370	\$57,044	\$60,385	\$58,003	\$61,400	\$58,962	\$62,415	\$59,920	\$63,430
275-299	\$58,490	\$61,719	\$59,507	\$62,792	\$60,524	\$63,865	\$61,542	\$64,939	\$62,559	\$66,012	\$63,576	\$67,085
300-324	\$61,853	\$65,082	\$62,929	\$66,214	\$64,004	\$67,345	\$65,080	\$68,477	\$66,156	\$69,609	\$67,232	\$70,741
325-349	\$65,216	\$68,445	\$66,350	\$69,635	\$67,485	\$70,826	\$68,619	\$72,016	\$69,753	\$73,206	\$70,887	\$74,397
350-374	\$68,579	\$71,808	\$69,772	\$73,057	\$70,965	\$74,306	\$72,158	\$75,555	\$73,350	\$76,803	\$74,543	\$78,052
375-399	\$71,943	\$75,171	\$73,194	\$76,479	\$74,445	\$77,786	\$75,696	\$79,093	\$76,947	\$80,401	\$78,199	\$81,708
400-424	\$75,306	\$78,535	\$76,616	\$79,900	\$77,925	\$81,266	\$79,235	\$82,632	\$80,545	\$83,998	\$81,854	\$85,364
425-449	\$78,669	\$81,898	\$80,037	\$83,322	\$81,405	\$84,746	\$82,774	\$86,171	\$84,142	\$87,595	\$85,510	\$89,019
450-474	\$82,032	\$85,261	\$83,459	\$86,744	\$84,886	\$88,227	\$86,312	\$89,709	\$87,739	\$91,192	\$89,165	\$92,675
475-499	\$85,395	\$88,624	\$86,881	\$90,165	\$88,366	\$91,707	\$89,851	\$93,248	\$91,336	\$94,789	\$92,821	\$96,331
500-524	\$88,759	\$91,987	\$90,302	\$93,587	\$91,846	\$95,187	\$93,390	\$96,787	\$94,933	\$98,386	\$96,477	\$99,986

Point Range	Position Title	Hours/Week
150-174	Custodian	40
175-199	Custodian/Lead Hand	40
200-224	Communications Assistant	35
	Support Services Assistant, Ancillaries	35
	Resource Sharing Technician	35
	Faculty Support Services Assistant	35
	Secretary/Receptionist	35
	Maintenance Repairperson	40
	Shipping, Receiving & Maintenance Clerk	40
	Writer	35
225-249	Support Services Coordinator, Timmins	35
	Public Services & Collections Technician	35
	Groundskeeper & Equipment Maintenance Tradesperson	40
	Varsity Sport Coordinator	35
	Resource Acquisitions & Metadata Technician	35
250-274	Administrative Assistant, Social Work Academic Support	35
	Support Services Coordinator, Brampton	35
	College Outreach and Support Officer	35
	Access Services Supervisor	35
	Academic Support Officer	35
	Helpdesk Specialist	35
	Recruitment Officer	35
	Recruitment Officer (GTA Region)	35
	Accounts Payable/Scholarships & Awards Officer	35
	Maintenance Carpenter	40
275-299	Learning Strategist	35
	Anishinaabe Events Coordinator	35
	Prospective Student Advisor	35
	International Student Support Officer	35
	Records and Admissions Specialist	35
	Registration and Admissions Specialist	35
	CESD Program Coordinator	35
	Anishinaabe Outreach Officer	35
	Accounts Receivable Officer	35
	Student Accounts Officer	35
300-324	Web Content Specialist	35
	Accounting and Grants Officer	35
	Maintenance Electrician	40
	Payroll & Benefits Officer	35
	Financial Aid Officer	35

Point Range	Position Title	Hours/Week
325-349	Researcher/Curator	35
	Recruitment Coordinator	35
	Marketing and Communications Coordinator	35
	Coordinator of Housing & Conferences/Assistant to Director of Physical Plant	35
	Anishinaabe Student Advisor	35
	First Generation Project Coordinator	35
	International Student Advisor	35
	Student Services Advisor	35
	English for Academic Purposes Officer	35
	Assistant Registrar/Admissions & Articulations Coordinator	35
	GLC Coordinator of Operations	35
	Co-op and Career Services Advisor	35
	Coordinator Learning Centre/Disability Services	35
	Library Technologies Specialist	35
	Public Services & Collections Supervisor	35
	Athletics & Recreation Director	35
350-374	Financial Aid & Awards Officer	35
	Social Work Field Education Practicum and Admissions Coordinator	35
375-399	Systems Analyst	35
400-424	Physical Plant Supervisor	40
425-449	Alumni & Development Officer	35
	Academic Systems Analyst	35
	Help Desk Supervisor	35
	Network Administrator	35
450-474	Biology Lab Coordinator	35
475-499		
500-524	System Administrator	35

APPENDIX 2 – ESL @ ALGOMA TEACHER EVALUATION FORM

ESL@ALGOMA

TEACHER EVALUATION FORM

TEACHER:

DATE:

CLASS LEVEL: Intermediate / Advanced / Academic

LOCATION:

EVALUATOR:

PART A: INSTRUCTIONAL SKILLS

1. WARM-UP

Teacher begins lesson with an engaging warm-up activity that relates to what students are about to learn.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

2. CLASSROOM ATMOSPHERE

Teacher creates a comfortable environment where learners are willing to take risks and use the target language.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

3. APPLICATION OF MATERIAL

Teacher understands relates materials to students' lives.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

4. CONTENT KNOWLEDGE

Teacher shows an understanding of the subject matter being taught.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

5. CLARITY OF VISUALS

Teacher's visual presentations are clear and easy to read and follow (boards, charts, overheads, flip charts, pictures, etc.)

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

6. VARIETY OF MODES

Teacher uses a variety of learning modes (e.g. see it, hear it, say it, touch it, write it and read about it.)

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

7. VARIETY OF TECHNIQUES

Teacher uses: print materials, audio-visual media, drill and practice, choral work, role plays, small group and individual work.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

8. VOICE, BODY LANGUAGE, CUES

Teacher uses effective voice, body language, gestures and cues.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

9. TEACHER TALK MINIMUM

Teacher talk is minimized, and students are given ample opportunity to practice.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

10. CORRECTION AND FEEDBACK

Teacher gives immediate feedback on students' questions and errors. Teacher knows what to correct and what to ignore, gives effective encouragement and promotes self-correction.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS:

11. EQUAL ATTENTION

Teacher gives attention to learners depending on individual need.

Poor = 1 Fair = 2 Good = 3 Very good = 4 Exceptional = 5

ADDITIONAL COMMENTS: