

**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, 2019 to June 30, 2022**



In the matter of negotiations for the renewal of a Collective Agreement:

BETWEEN:

**ALGOMA UNIVERSITY BOARD OF GOVERNORS**

(the “Employer”)

- and –

**THE ONTARIO SECONDARY SCHOOL TEACHERS’ FEDERATION REPRESENTING THE  
ALGOMA UNIVERSITY SUPPORT STAFF DISTRICT 35**

(the “Union”)

**MEMORANDUM OF SETTLEMENT**

1. The Employer and the Union agree to fully and finally settle all issues in dispute between the parties with respect to the renewal of a Collective Agreement on the basis of (i) the terms of this Memorandum; and (ii) each of the fully agreed amendments attached hereto as Appendix “A” (the “Fully Agreed Amendments”).
2. The undersigned and all members of the parties’ respective negotiating committees will recommend complete and full acceptance of all of the terms of this Memorandum to their respective principals (in the case of the Employer, to the Board of Governors; and in the case of the Union, to bargaining unit members), and will speak publicly in support of ratification of the terms of this Memorandum. The parties will seek ratification of the terms of this Memorandum from their respective principals by no later than 9:00 p.m. on Friday, December 18, 2020 and will advise the other party of the results of the ratification vote by no later than 11:00 p.m. on Friday, December 18, 2020 by email or telephone.
3. Unless otherwise agreed by the parties, the effective date of all terms of this Memorandum and the Fully Agreed Amendments will be the date of ratification, with the exception of the wage increases under Articles 25.05, 25.06, 25.07 and Article 27, which will be retroactive to the date(s) referred to in those Articles. Subject to ratification, the Employer will pay all retroactive wages by way of a lump-sum payment to each bargaining unit employee with respect to wages earned from and after July 1, 2019, and from and after July 1, 2020, less applicable deductions, by January 31, 2021. Eligible bargaining unit employees who are on a statutory or approved leave of absence as of the date of ratification will be paid their lump sum payment within thirty (30) days following their return to active employment with the Employer.
4. Subject to ratification, the Employer will prepare a Collective Agreement incorporating each of the Fully Agreed Amendments within a reasonable period of time following ratification. Each party will have a reasonable opportunity to review the Collective Agreement and to advise the other party of any errors or omissions which require correction. Subject to any changes required to correct such errors or omissions, the parties will meet to sign the Collective Agreement within a reasonable period of time following ratification.
5. Bargaining unit employees will not be eligible to receive any wages, benefits, Group Retirement Savings Plan (GRSP) contributions or any other compensation or benefits other than as expressly agreed in this Memorandum, the Fully Agreed Amendments and/or the Collective Agreement.

6. Within thirty (30) days following the date of ratification, the Employer agrees to add the following language to its Return to Work policy:

An employee has the right to Union representation at any meeting where return to work/accommodation plan is being discussed. The employer will inform the employee of this right.

7. Within thirty (30) days following the date of ratification, the Employer agrees to post and adopt the following policy re: scheduling of overtime in the Maintenance department:

For the planned events, Plant Supervisor will approach all the Maintenance staff in the morning meeting and will offer the hours, first to the most senior person and then to the next. When the next opportunity comes up, Plant Supervisor will begin offering the hours to the next most senior staff member after the last person who accepted a shift. If no staff member accepts the opportunity, it will be assigned to the staff member with the least seniority.

With respect to the planned overtime, we schedule the events as they come in, but it is very infrequent that we'll receive notice greater than 2 weeks in advance. The majority of the advanced notice is between 2 and 5 workdays.

For unplanned events/emergency callouts, the Plant Supervisor will first call the person who is most qualified then back to the list based on the history of planned events. i.e. if there is a problem that appears to be electrical, our electrician is first to receive a call or if snow removal is required then one of the Maintenance Repairmen is called. If it is a general type repair or a late notification for an event the Plant Supervisor will just go through the list used for planned overtime (e.g. in order of seniority).

8. Members whose positions were red-circled in the evaluations which occurred in 2019 will have the right to appeal their evaluation pursuant to the new Art. 28.xx, provided that they file their appeal within thirty (30) working days following the date of ratification.
9. The parties agree to extend the MOA dated October 26, 2020 re: Non-Active ESL Instructors - Casual Positions, to June 30, 2022.
10. The terms of this Memorandum of Settlement do not form part of the Collective Agreement, provided however that any disputes as to the implementation of this Memorandum will be resolved through the grievance procedure of the Collective Agreement. This Memorandum of Settlement may be executed in counterparts and may be signed and returned via facsimile, email or other non-alterable electronic delivery. Signatures of the parties transmitted by facsimile, email or other non-alterable electronic delivery shall be deemed to be their original signatures for any purpose whatsoever.

ALL OF WHICH IS AGREED TO THIS 11<sup>th</sup> DAY OF DECEMBER, 2020.

**[SIGNATURES ON NEXT PAGE]**

For the Union:

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Mack Hlad

Craig Drotto

Chris Puro

Bob Seiler

A. West

For the Employer:

Con+Arson

B. Virdelle-Briske

Robert & Ben Girtz

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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, 2019 to June 30, 2022 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 & Operations, Academic Dean 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;
  - 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) Discipline or discharge of a probationary employee is not subject to the grievance or arbitration procedure unless the Union demonstrates that such action was motivated solely by bad faith on the part of the University. No arbitrator will have the remedial authority to reinstate a probationary employee save and except where there is jurisdiction for reinstatement under the Ontario Employment Standards Act, 2000, Ontario Occupational Health and Safety Act or the Ontario Human Rights Code. No employee who has completed the probationary period will be disciplined or discharged, except for just cause.
- b) The University recognizes the principle of corrective progressive discipline. However, the type of conduct may warrant administering discipline at a more advanced step in the process.
- c) The University recognizes the right of employees to have Union representative(s) present during meetings with University representative(s) where discipline is being imposed. No member of the bargaining unit shall be involved in the discipline of another bargaining unit member.
- d) A progressive disciplinary procedure will be followed as outlined below:
  - Stage 1 - Written Counsel
  - Stage 2 - Written Counsel
  - Stage 3 - Final Written Counsel
  - Stage 4 - Termination of Employment
- e) Similar or like violations are considered together when determining the next disciplinary stage in the progressive discipline procedure except where the severity of the incident warrants an advanced disciplinary response, or where the past record of the individual, regardless of the nature of the conduct, warrants an advanced disciplinary response. Violations that are not similar shall be dealt with on an individual basis.
- f) Where discipline or discharge is sent to an absent employee by letter rather than in person, the Union will be provided with a copy of the letter. Notwithstanding the foregoing, any discharge letter shall be copied to the Union.
- g) In the case of an investigative suspension, the University will have the right to suspend the employee, with pay. Such a suspension is not disciplinary. The Bargaining Unit President will be notified of all investigative suspensions at the time of issuance.
- h) 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 29.07.

### **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 (15<sup>th</sup>) 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 (15<sup>th</sup>) 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 or designate and the President of the Bargaining Unit 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, the Ontario Occupational Health and Safety Act and applicable University policies in effect from time to time, there shall be no discrimination, harassment, violence, 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 permanent full-time employees, permanent part-time employees, OTTM employees, temporary employees, and limited term employees covered by this Agreement (as defined below), 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 29.07.

### **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 number of FTEs (full time equivalents) employed by the University in limited term positions shall not normally exceed nine percent (9%) of the total Bargaining Unit FTEs employed by the University.
  - b) The number of FTEs employed by the University in limited term positions may be increased to seventeen percent (17%) of total Bargaining Unit 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.

The number of casual employee FTEs employed by the University shall not normally exceed ten percent (10%) of the total Bargaining Unit FTEs employed by the University. The number of casual positions may be increased to eighteen percent (18%) of the total Bargaining Unit FTEs employed by the University for periods of up to five (5) consecutive working days with the mutual consent of the parties.

Human Resources will provide the President of the Bargaining Unit or designate 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.

### **Term ESL Instructor**

- 10.12 The term “Term ESL Instructor”, when used in this Agreement refers, to a member who is hired to teach a course or courses in the University’s English as a Second Language (ESL) program on a contract basis.

### **Student Employees**

- 10.13 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 30<sup>th</sup>.

**b) Student Assistants**

Positions will be made available to full-time or part-time students currently enrolled at Algoma University.

The number of Student Assistant FTEs employed by the University in areas primarily supervised by Bargaining Unit members shall not normally exceed thirty-three percent (33%) of the total Bargaining Unit FTEs employed by the University. The number of Student Assistant FTEs employed by the University may be increased to thirty-eight percent (38%) of total Bargaining Unit FTEs with the mutual consent of the parties. 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 30<sup>th</sup>.

**10.14 University Action Plan**

The University recognizes the importance of mutual collaboration between the employee and their Management Officer 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.

The University Action Plan, consisting of a format for goals and direction will be developed 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.

**10.15 Work Week**

The work week is Monday to Friday unless otherwise specified in this agreement.

**10.16 Week**

For overtime 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 or designate within ten (10) 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 or designate shall call a meeting within five (5) working days with the Union. The Director of Human Resources or designate 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 or designate 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 or designate.
- 11.08 **Arbitration**

The party desiring arbitration shall notify the other party in writing of its desire to submit to arbitration a grievance arising from the interpretation, application, administration or alleged violation of the Collective Agreement.

The Parties shall submit the grievance, including any question as to whether a grievance is arbitrable, to a mutually agreed upon arbitrator. The arbitrator shall hear and determine the grievance and shall issue a decision. The decision shall be final and binding upon the parties and upon any employee and employer affected by it.

The arbitrator 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 arbitrator have the power to alter, modify or amend this Agreement in any respect or to substitute any new provisions in lieu

thereof, or to deal with any matter that is not properly the subject of a grievance under the Collective Agreement, or to make any decision inconsistent with the terms of this Agreement.

The fees for the arbitrator shall be shared equally by the parties.

Notwithstanding the foregoing, a grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

- 11.09 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this Agreement.
- 11.10 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, employment status (FT, PT, temp) and work campus location(s).
  - a) Such seniority list shall be arranged from the most senior to most junior.
  - b) Such list shall be brought up to date and sent to the President of the Bargaining Unit or designate by September 1st and March 1st of each year, together with a list of the pay grade and grid step for each employee on the seniority list.
  - c) 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 or designate, 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.

## **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 or designate. 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 President of the Bargaining Unit. 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 President of the Bargaining Unit to the Director of Human Resources or designate with a copy to the immediate supervisor. The Director of Human Resources or designate 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 or designate is advised five (5) working days in advance.

- e) If not on leave, the President of the Bargaining Unit, 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 President of the Bargaining Unit, 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 or designate. 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 or designate 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 or designate 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 or designate 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 week, 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. On the 52nd week of the leave, the University shall provide the member a payment equivalent to 95% of the salary and allowances 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 31<sup>st</sup> 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) or more consecutive days will be required to present a Functional Ability Report (Appendix 3) or appropriate medical documentation from a medical doctor or nurse practitioner certificate to Human Resources. 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 appropriate medical documentation. If there is a charge for obtaining the medical documentation, 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 or designate 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 Functional Abilities Report or appropriate medical documentation to the Human Resources Department from the Medical Doctor or Nurse Practitioner 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 ROFR for an English for Academic Purposes Program course in the case of Term ESL instructors, 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. For greater clarity, Term ESL Instructors will only be eligible for a tuition waiver in relation to credit courses taken by the Term ESL Instructor (or their dependents or spouse, as applicable) for courses taken during a semester in which the Term ESL Instructor is contracted to teach a course or courses.
- 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 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 30<sup>th</sup> 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 15<sup>th</sup> 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, OTTM employees, and Term ESL Instructors 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 of employment. Vacation pay will be included on their semi-monthly pay cheque. For greater certainty, Term ESL Instructors will only be deemed to have five (5) years of employment, and be eligible for six percent (6%) vacation pay, if they have instructed at least one ESL course in each of the four (4) consecutive instructional years immediately preceding the Term ESL Instructor's current instructional year.
- Should a Permanent part-time employee or OTTM employee so request, prior to the signing of their contract and limited to once annually thereafter, vacation entitlement will be granted in paid time off on a pro-rated basis.
- 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 (GRSP)**

- 22.01 All permanent full-time, part-time, limited term, temporary and OTTM members of the Bargaining Unit shall be eligible to join the Algoma University Support Staff GRSP after completion of the period of probation if they so desire. Current details of the GRSP are available through the HR Department.
- 22.02 The University will match employee contributions of up to 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.

For each twelve-month period in which a Term ESL Instructor is instructing at least one ESL course at the Sault Ste. Marie campus, they shall have the right to membership in the George Leach Centre at 50% of the community member rate. For each twelve-month period in which a Term ESL Instructor is instructing at least ESL course at any other campus, they shall have the right to be reimbursed for the cost of a fitness membership, up to a maximum of \$300.00 per year for an annual membership, and pro-rated for any partial year membership, in accordance with and subject to the University's expense policy.

## **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
  - a) For Term ESL Instructors, the University will pay the full benefit premium cost during a semester in which the member is contracted for a minimum of 30 hours per week.
  - b) In the event 24:06a does not apply to Term ESL Instructors, 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 for adults and per year per dependent child.

h) Eye examinations for each family member at the U&C rate per person under the plan per two (2) year period.

NOTE: The items included in Article 24.07 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 24.07 until the end of the month following their sixty-fifth (65<sup>th</sup>) birthday providing they pay to the University the full monthly premium cost. Life Insurance under this provision will be \$100,000 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 Semi-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 (65<sup>th</sup>) 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.

24.14 The employees' portion of the EI premium reduction has been used to the employees' benefit via enhancements made to the employee benefit package outlined above.

### **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 15<sup>th</sup> 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 President of the Bargaining Unit or designate 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

The schedule for each salary range for each year of the agreement is attached as Appendix 1

### 25.06 Casual Salary Schedule

Casual employees will be paid an hourly rate of:

2019/20	\$18.12
2020/21	\$18.30
2021/22	\$18.48

## 25.07 ESL Instructor Salary Schedule

Term ESL employees will be paid an hourly rate of:

2019/20	\$33.62
2020/21	\$33.96
2021/22	\$34.30

## 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".
- c) 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 Contact Outside Scheduled Shift**

An employee may be contacted either by phone, text or e-mail for an answer to a work situation. The employee does not need to come in to the university. There is an expectation of “best effort” to provide assistance.

Employee contact outside the scheduled shift, when an immediate response is requested, is eligible for overtime.

Overtime for such contact 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**

<b>27.01</b>	The following are shift differentials:	July 1, 2019	July 1, 2020	July 1, 2021
	Hours worked from 5 pm to 12 midnight	\$0.67 / hr	\$0.68 / hr	\$0.69 /hr
	Hours worked from 12 midnight to 7 am	\$1.15/ hr	\$1.16 /hr	\$1.17 /hr

**ARTICLE 28 – JOB DESCRIPTIONS/JOINT JOB CLASSIFICATION COMMITTEE**

**28.01 Job Descriptions**

a) 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 prepared by the University in consultation with the appropriate Management Officer, the Union and the employee concerned. Job descriptions shall be maintained by the Director of Human Resources or designate and the Management Officer.

b) 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 or designate and the Management Officer. The President of the Bargaining Unit or designate will receive a copy of all job descriptions reviewed.

c) If determined upon completion of the review of the job description that a re-evaluation of the position is not required, the member and the President of the Bargaining Unit will be notified and provided with a copy of the updated job description. An updated job description reflecting the date the position was reviewed will be posted to the staff job posting folder on the public drive.

**28.02 Joint Job Classification Committee (JJCC)**

a) Where the duties of work in any job description are changed or increased to the extent that it appears that a re-evaluation of the position is warranted, such changes or increases must be submitted by the Management Officer to the Director of Human Resources or designate. The Management Officer must submit proposed changes to the Director of Human Resources or designate no later than three months after the proposed changes have been reviewed with the employee. Within three (3) working days of such changes being submitted, the Director of Human Resources or designate shall notify both the employee and the President of the Bargaining Unit that changes to the job description are under review.

b) If after review of the proposed changes to the job description it is determined that a re-evaluation is required, within six (6) weeks of submission, the Director of Human Resources or designate shall schedule the position for re-evaluation with the Joint Job Classification Committee (JJCC).

c) The Joint Job Classification Committee (JJCC) shall consist of a maximum of two (2) 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).

d) Job descriptions shall be submitted to committee members two (2) business days before meeting. In addition, when submitting a job description for review the Management Officer will outline the "significant" changes in the duties of the submitted job.

e) 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.

f) 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.

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.

g) When a new position is established, the President of the Bargaining Unit or designate shall be advised of the new position and provided with a description of the duties and responsibilities. The salary shall be established by the joint job classification procedure prior to posting of the new position.

h) Joint 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.

**28.03 Job Evaluation Appeal Committee**

(a) If a member whose position has been evaluated by the JJCC has reasonable grounds to disagree with the evaluation of their position, the member may appeal the job evaluation to the Joint Job Classification Appeals Committee.

(b) The appeal must be submitted within thirty (30) working days following the date on which the member receives notice from Human Resources of the outcome of their job evaluation, with no exceptions.

(c) The job description that will be considered by the Appeals Committee will be the same job description that was considered as part of the job evaluation that is the subject of the appeal.

(d) The Appeals Committee shall consist of two (2) representatives of the Bargaining Unit, appointed by the Bargaining Unit, and two (2) representatives of the University, whose composition will be different from the original composition. The member and the member's supervisor are required to participate in the meeting.

(e) In making its decision, the Appeals Committee shall have the authority to uphold the decision of the JJCC or to reevaluate the position and increase or decrease the number of points allocated to the position by the JJCC. The findings of the Appeals Committee shall be final and binding with respect to the evaluation of the position in question. The decision of the Appeals Committee shall be provided in writing to the member, member's supervisor and the Bargaining Unit President within ten (10) working days of the decision.

**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 within (30) days after the University decides to fill a vacancy in a permanent position, or creates a new position in the bargaining unit, as applicable. The position will be posted internally for a minimum of six (6) working days.

29.04 Such job posting shall be sent electronically to all Bargaining Unit members and shall state the nature of the position, its classification, campus location(s), scheduled hours of work, salary range, start date, job title, working conditions, 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.

c) Successful internal applicants should be released from their present position as soon as possible, normally within forty (40) working days of notification of their selection. During any overlap period, and as scheduled by the Director of Human Resources or designate, the successful applicant shall be expected to spend some time in the new position receiving orientation, as well as assisting with the orientation of a replacement for the position being vacated.

29.07 An employee transferred or promoted to a 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.

c) Job posting for temporary positions will be posted in accordance with Article 29.03-29.06.

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 within the same department in a position for which the surplus employee has the knowledge, skills and ability to perform the work. If there is no position available within the same department, the employee may displace the least senior employee within the bargaining unit for 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.

- 34.08 Any laid-off employee may have the option of continuing the University Medical and Dental benefits coverage during the three (3) year period of recall provided the employee pays the full monthly premium cost.

#### Recall

- 34.09 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.
- 34.10 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.
- 34.11 Employees on the Recall List shall have first right to replace for relief.
- 34.12 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

- 34.13 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 shall provide the Union with office space.
- 35.03 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 President of the Bargaining Unit.
- 35.04 The Union shall inform the Director of Human Resources or designate 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.
- 35.05 The appropriate Management Officer must be informed of the schedule of all general and committee meetings that take place during the participants' working hours.

- 35.06 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.
- 35.07 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.
- 35.08 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".
- 35.09 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.
- 35.10 Any official correspondence from the Union to the University shall be sent to the Director of Human Resources or designate unless otherwise stated in this Agreement.
- 35.11 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 the Director's direct operational control. Information comprising the personnel file will be either (a) the paper originals or, in the event the original document is received in facsimile or electronic form, an accurate paper copy; or, (b) if the University implements an electronic record-keeping system for personnel files in lieu of maintaining paper personnel files, the electronic personnel file.
- 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 or designate 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. In the case of personal protective equipment required by law that cannot be shared for hygiene reasons, the University shall provide and maintain such equipment at no cost to each employee.
- 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 will endeavour to schedule Workplace Inspection training for union representative(s) on the JHSC on the earliest date on which the trainer is available, and, in any event, commencing no later than six (6) months after such representative(s) assume their duties. 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 Term ESL Instructors will be contracted to teach ESL courses based on seniority, qualifications, experience, availability, and program needs. Notwithstanding the Management Rights provisions outlined in Article 4, Term ESL Instructors gain the Right of First Refusal (ROFR) for any course they have successfully taught three (3) times. Right of First Refusal (ROFR) is herein defined as the right to teach a course before it is offered to any other Term ESL Instructor. If two or more Term ESL Instructors have ROFR on a course, the member who achieved ROFR on that course first shall be considered to have the highest ROFR seniority on that course. ROFR seniority, availability, and program needs shall dictate the appointment. Right of First Refusal for a course shall be deemed to have been lost if the member has a break in service of more than 24 months.

Existing ESL Instructors, as of the date of ratification of this collective agreement, who have taught a course three (3) times or are currently teaching a course for the third time, shall be deemed to have already attained ROFR for those courses.

40.02 ROFR shall also be deemed to have been lost if the member's performance is not deemed to be satisfactory. Once a member gains ROFR for a course, a member's performance on each course shall be evaluated as required by the Manager of the ESL Program. Where the member's performance is of concern, the University shall meet with the member with the objective of effecting improvement in the member's performance. If the concern is about the instructor's in-class teaching performance, a Formal Teaching Review, as defined in Article 42 of 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 ROFR.

#### Awarding Courses to Members with ROFR

40.04 Once the course offerings have been finalized by the Manager of the ESL Program, the following steps will take place in order to award courses:

1. Full-time permanent ESL Instructor(s) will have the first right to select the course(s) they wish to teach, with approval by the ESL Manager based on seniority, availability and program needs.
2. If any courses remain available after selection by full-time permanent ESL Instructors, such courses will be offered to Term ESL Instructor(s) with ROFR status for the specific course. Such offers will be sent to the Term ESL Instructor(s) by University email and remain open for five (5) working days.
3. If no qualified Term ESL Instructor with ROFR accepts the course within five (5) working days, or if there is no Term ESL Instructor with ROFR for the course, then the course shall be advertised by the University, including on the Staff e-mail distribution group and on the University's website.

40.05 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 Term ESL Instructor with ROFR, shall be made before the application deadline or without the express approval of the University following receipt of the decision from the ESL Program Manager or designate.

40.06 Should a course 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 University shall notify all Term ESL Instructors with ROFR for that course in order of seniority by home phone or e-mail and shall post the course for at least one (1) working day via the Staff e-mail distribution group and on the University's website, and then shall proceed to take measures to fill the course.

40.07 The Short Term ESL Program Courses will be exempt from this above provision. Term ESL Instructors will be asked to participate on a voluntary basis in order of seniority, qualifications, experience, availability, and program needs.

### Application for a Course

- 40.08 Applications to teach a course shall be submitted to Human Resources via the email in the job ad and on the University website and must include a current curriculum vitae and any other materials required in the job ad.

### Criteria for Appointment

- 40.09 In reviewing applications, the ESL Program Manager or designate 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 course, 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 course;
  - d) an applicant with ESL teaching experience at Algoma University shall be given priority in the awarding of appointments.

### Letter of Appointment

- 40.10 Appointments shall be made by the University on the recommendation of the ESL Program Manager or designate.
- 40.11 The successful candidate shall receive a letter of appointment in duplicate from the University specifying the terms of employment, including:
- a) the type of appointment made and the total teaching and prep hours;
  - b) hourly wage ;
  - 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.

Copies of the letter of appointment shall be sent to Human Resources and to the President of the Bargaining Unit or designate.

## **ARTICLE 41 – ESL PREP TIME**

- 41.01 For every three (3) hours of teaching time, ESL instructors will receive one (1) hour of paid prep time.
- 41.02 ESL Instructors participating in mandatory meetings will be compensated at the hourly rate.



## ARTICLE 42 – TEACHING REVIEW, ESL PROGRAM EMPLOYEES

### Teaching Review

#### 42.01 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.

#### 42.02 Preliminary Reviews of Teaching

All ESL Instructors will receive one preliminary review of their teaching prior to their first formal teaching review. ) The ESL Program Manager or designate will conduct the preliminary review. The Reviewer will give the ESL Instructor oral feedback with constructive advice and suggestions for improvement. The ESL Instructor will receive a written summary of the preliminary review. The preliminary review shall not be used as part of the Formal Teaching Review process.

#### 42.03 Formal Teaching Review

Formal teaching reviews will be conducted by the ESL Program Manager or designate for all ESL Instructors to administer the ROFR process (for Term ESL Instructors) or to otherwise evaluate performance.

Particular teaching performance by ESL Instructors is expected by the University and the students. Such performance is evaluated for all class instruction through the use of a student assessment tool and potentially through the Formal Teaching Review process. For purposes of this article, “teaching” includes activities performed by the ESL instructors, either in a classroom or on field trips or through technologically assisted instruction. Documentation of teaching performance shall be kept in the ESL Instructor’s personnel file.

- a) A Formal teaching review shall be completed and communicated to the ESL Instructor in writing prior to the completion of the fourth teaching of the specific course being reviewed. A copy of the formal evaluation checklist can be found attached as **Appendix 2** of the Collective Agreement.
- b) The formal teaching review shall be conducted by the University and/or a designate. The candidate will have the right and opportunity to declare a conflict of interest with the selection of the reviewer and may ask to have him or her replaced.

#### 42.04 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 ESL Instructor and the method of delivery;
- c) any written and signed opinions from students in the course;
- d) at least one evaluation of teaching per course by one designated Reviewer. The evaluation will include comments on knowledge, communication and effectiveness. The ESL Instructor shall be informed at least five (5) days in advance of the date(s) of the Formal Review. The evaluation of teaching will result in a written summary that will be shared with the member within two (2) weeks. The ESL Instructor can request a meeting with the Reviewer to seek clarification of any issues or concerns. It is recommended that the evaluation of teaching will be undertaken prior to the ESL Instructor's fourth time teaching the specific course being reviewed;
- e) the quality and utility of materials prepared by the ESL Instructor;
- f) the ESL Instructor'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, assignments, quizzes, and examinations, as applicable.

- 42.05 Any ESL Instructor whose teaching performance is being reviewed must provide the teaching evaluation Reviewer with a copy of the lesson plan in advance of any class visit. Additionally, the ESL Instructor has the right to submit any information they believe to be relevant to the teaching 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.
- 42.06 In addition, if there are any matters regarding the ESL Instructor's teaching performance in the ESL Instructor's personnel file, the formal teaching Reviewer, referenced in 42.04, shall consult with the ESL Instructor to establish relevant facts about the ESL Instructor's teaching.
- 42.07 ESL Instructors 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.
- 42.08 The formal teaching review of a Term ESL Instructor's teaching performance shall determine whether the Term ESL Instructor has successfully taught the course and warrants ROFR. Should a Term ESL Instructor not receive ROFR, they may still be eligible for future consideration.
- 42.09 Formal teaching review decisions shall be communicated to ESL Instructors in writing, including the feedback on performance with reference to the specific areas for improvement based on formal review materials. For Term ESL Instructors, the communication shall indicate whether or not the Term ESL Instructor will receive or maintain the Right of First Refusal (ROFR) for the course in question. If the Term ESL Instructor has not been

successful in receiving or maintaining the Right of First Refusal (ROFR) for a course, the Term ESL Instructor and the University will discuss the prospect of a second opportunity for a formal review. These discussions will be based on the outcome of the formal review.

## **ARTICLE 43 – JOB LOCATION**

43.01 The University agrees to advise the Union whenever a new Algoma University campus is established.

43.02 If the University transfers a Bargaining Unit position from one campus to another campus, the University will notify the affected Employee, in writing, with a copy to the President of the Union, as soon as is practicable prior to the anticipated date of the transfer, and in any event, no less than thirty (30) working days prior to the anticipated date of the transfer, together with the reason. The notice provided to the Employee will set out the following options:

(a) the Employee may accept the transfer and continue working in the same position at the campus to which the position is transferred; or

(b) the Employee may decline the transfer, in which case the employee will be considered laid-off as of the date on which the position is transferred and the terms of Article 34 will apply.

The Employee will inform the University, in writing, of the option the Employee has selected within ten (10) working days of the Employee's receipt of written notice from the University.

## APPENDIX 1 – SALARY SCHEDULE

**SALARY RANGES EFFECTIVE JULY 1, 2019**  
35 Hours/Week

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Range	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
200-224	\$44,066	\$47,006	\$44,833	\$47,824	\$45,599	\$48,642	\$46,366	\$49,459	\$47,132	\$50,276	\$47,898	\$51,094
225-249	\$47,129	\$50,069	\$47,949	\$50,939	\$48,768	\$51,810	\$49,588	\$52,681	\$50,407	\$53,551	\$51,227	\$54,422
250-274	\$50,191	\$53,130	\$51,064	\$54,054	\$51,936	\$54,978	\$52,810	\$55,902	\$53,683	\$56,827	\$54,555	\$57,751
275-299	\$53,253	\$56,192	\$54,178	\$57,170	\$55,105	\$58,147	\$56,031	\$59,124	\$56,957	\$60,101	\$57,883	\$61,079
300-324	\$56,315	\$59,255	\$57,294	\$60,285	\$58,274	\$61,315	\$59,253	\$62,346	\$60,232	\$63,376	\$61,212	\$64,407
325-349	\$59,377	\$62,316	\$60,409	\$63,401	\$61,442	\$64,484	\$62,475	\$65,568	\$63,508	\$66,652	\$64,540	\$67,736
350-374	\$62,439	\$65,378	\$63,525	\$66,516	\$64,611	\$67,653	\$65,696	\$68,790	\$66,782	\$69,926	\$67,868	\$71,064
375-399	\$65,501	\$68,441	\$66,640	\$69,630	\$67,779	\$70,821	\$68,918	\$72,011	\$70,058	\$73,202	\$71,197	\$74,392
400-424	\$68,563	\$71,503	\$69,756	\$72,746	\$70,947	\$73,990	\$72,140	\$75,233	\$73,333	\$76,477	\$74,525	\$77,721
425-449	\$71,625	\$74,564	\$72,870	\$75,861	\$74,117	\$77,158	\$75,362	\$78,455	\$76,607	\$79,752	\$77,854	\$81,048
450-474	\$74,687	\$77,627	\$75,986	\$78,977	\$77,285	\$80,327	\$78,584	\$81,677	\$79,883	\$83,027	\$81,182	\$84,377
475-499	\$77,749	\$80,689	\$79,101	\$82,092	\$80,454	\$83,496	\$81,806	\$84,899	\$83,158	\$86,301	\$84,510	\$87,705
500-524	\$80,811	\$83,751	\$82,217	\$85,208	\$83,622	\$86,664	\$85,028	\$88,120	\$86,433	\$89,577	\$87,839	\$91,033

**SALARY RANGES EFFECTIVE JULY 1, 2019**  
40 Hours/Week

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Range	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
150-174	\$43,363	\$46,723	\$44,117	\$47,535	\$44,871	\$48,348	\$45,626	\$49,160	\$46,379	\$49,973	\$47,134	\$50,785
175-199	\$46,862	\$50,222	\$47,677	\$51,095	\$48,492	\$51,969	\$49,307	\$52,842	\$50,122	\$53,716	\$50,937	\$54,588
200-224	\$50,362	\$53,721	\$51,237	\$54,655	\$52,114	\$55,590	\$52,990	\$56,525	\$53,865	\$57,459	\$54,741	\$58,393
225-249	\$53,861	\$57,221	\$54,799	\$58,216	\$55,735	\$59,211	\$56,671	\$60,206	\$57,608	\$61,201	\$58,545	\$62,197
250-274	\$57,361	\$60,720	\$58,359	\$61,777	\$59,356	\$62,832	\$60,354	\$63,889	\$61,351	\$64,944	\$62,348	\$66,000
275-299	\$60,861	\$64,220	\$61,919	\$65,337	\$62,978	\$66,454	\$64,036	\$67,570	\$65,095	\$68,687	\$66,153	\$69,804
300-324	\$64,360	\$67,719	\$65,479	\$68,897	\$66,598	\$70,075	\$67,717	\$71,252	\$68,837	\$72,430	\$69,957	\$73,608
325-349	\$67,859	\$71,219	\$69,040	\$72,457	\$70,219	\$73,696	\$71,400	\$74,935	\$72,580	\$76,173	\$73,760	\$77,411
350-374	\$71,359	\$74,719	\$72,600	\$76,018	\$73,841	\$77,318	\$75,081	\$78,616	\$76,323	\$79,916	\$77,564	\$81,215
375-399	\$74,858	\$78,217	\$76,160	\$79,578	\$77,462	\$80,938	\$78,764	\$82,299	\$80,066	\$83,659	\$81,368	\$85,020
400-424	\$78,358	\$81,717	\$79,720	\$83,138	\$81,083	\$84,559	\$82,446	\$85,981	\$83,809	\$87,402	\$85,171	\$88,823
425-449	\$81,857	\$85,217	\$83,281	\$86,698	\$84,705	\$88,181	\$86,128	\$89,663	\$87,552	\$91,145	\$88,975	\$92,627
450-474	\$85,357	\$88,716	\$86,841	\$90,260	\$88,326	\$91,802	\$89,810	\$93,345	\$91,295	\$94,887	\$92,780	\$96,431
475-499	\$88,857	\$92,216	\$90,402	\$93,820	\$91,947	\$95,424	\$93,493	\$97,027	\$95,038	\$98,631	\$96,583	\$100,234
500-524	\$92,355	\$95,716	\$93,962	\$97,380	\$95,568	\$99,045	\$97,174	\$100,709	\$98,781	\$102,374	\$100,387	\$104,038

**SALARY RANGES EFFECTIVE JULY 1, 2020**  
**35 Hours/Week**

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Range	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
200-224	\$44,507	\$47,476	\$45,281	\$48,302	\$46,055	\$49,128	\$46,830	\$49,953	\$47,603	\$50,779	\$48,377	\$51,605
225-249	\$47,600	\$50,569	\$48,428	\$51,449	\$49,256	\$52,328	\$50,084	\$53,207	\$50,911	\$54,087	\$51,739	\$54,966
250-274	\$50,693	\$53,661	\$51,574	\$54,595	\$52,456	\$55,528	\$53,338	\$56,462	\$54,219	\$57,395	\$55,101	\$58,328
275-299	\$53,786	\$56,754	\$54,720	\$57,742	\$55,656	\$58,728	\$56,591	\$59,716	\$57,526	\$60,702	\$58,462	\$61,690
300-324	\$56,878	\$59,847	\$57,867	\$60,888	\$58,857	\$61,928	\$59,845	\$62,970	\$60,835	\$64,010	\$61,824	\$65,051
325-349	\$59,971	\$62,939	\$61,013	\$64,035	\$62,057	\$65,129	\$63,099	\$66,224	\$64,143	\$67,318	\$65,185	\$68,413
350-374	\$63,064	\$66,032	\$64,160	\$67,181	\$65,257	\$68,329	\$66,353	\$69,478	\$67,450	\$70,626	\$68,547	\$71,774
375-399	\$66,156	\$69,125	\$67,306	\$70,327	\$68,457	\$71,529	\$69,608	\$72,731	\$70,758	\$73,934	\$71,909	\$75,135
400-424	\$69,248	\$72,218	\$70,453	\$73,474	\$71,657	\$74,729	\$72,862	\$75,985	\$74,066	\$77,242	\$75,270	\$78,498
425-449	\$72,341	\$75,310	\$73,599	\$76,620	\$74,858	\$77,930	\$76,116	\$79,239	\$77,374	\$80,549	\$78,632	\$81,859
450-474	\$75,434	\$78,403	\$76,746	\$79,767	\$78,058	\$81,131	\$79,370	\$82,493	\$80,682	\$83,857	\$81,994	\$85,221
475-499	\$78,526	\$81,496	\$79,892	\$82,913	\$81,258	\$84,331	\$82,624	\$85,748	\$83,990	\$87,164	\$85,355	\$88,582
500-524	\$81,619	\$84,589	\$83,039	\$86,060	\$84,458	\$87,531	\$85,878	\$89,002	\$87,297	\$90,473	\$88,717	\$91,944

**SALARY RANGES EFFECTIVE JULY 1, 2020**  
**40 Hours/Week**

	Step 1		Step 2		Step 3		Step 4		Step 5		Step 6	
Range	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
150-174	\$43,797	\$47,190	\$44,558	\$48,010	\$45,320	\$48,831	\$46,082	\$49,651	\$46,843	\$50,473	\$47,605	\$51,293
175-199	\$47,331	\$50,724	\$48,154	\$51,606	\$48,977	\$52,488	\$49,800	\$53,371	\$50,623	\$54,253	\$51,447	\$55,134
200-224	\$50,865	\$54,258	\$51,750	\$55,202	\$52,635	\$56,146	\$53,520	\$57,090	\$54,404	\$58,033	\$55,288	\$58,977
225-249	\$54,400	\$57,793	\$55,347	\$58,799	\$56,292	\$59,803	\$57,238	\$60,808	\$58,184	\$61,813	\$59,130	\$62,819
250-274	\$57,935	\$61,327	\$58,942	\$62,394	\$59,949	\$63,460	\$60,957	\$64,527	\$61,965	\$65,593	\$62,972	\$66,660
275-299	\$61,469	\$64,862	\$62,538	\$65,990	\$63,607	\$67,118	\$64,676	\$68,246	\$65,745	\$69,374	\$66,815	\$70,502
300-324	\$65,004	\$68,397	\$66,134	\$69,586	\$67,264	\$70,776	\$68,395	\$71,965	\$69,525	\$73,154	\$70,656	\$74,344
325-349	\$68,537	\$71,931	\$69,730	\$73,182	\$70,921	\$74,433	\$72,114	\$75,684	\$73,305	\$76,935	\$74,498	\$78,186
350-374	\$72,072	\$75,466	\$73,326	\$76,778	\$74,580	\$78,091	\$75,832	\$79,403	\$77,086	\$80,715	\$78,340	\$82,027
375-399	\$75,607	\$79,000	\$76,922	\$80,374	\$78,237	\$81,748	\$79,551	\$83,122	\$80,866	\$84,496	\$82,181	\$85,870
400-424	\$79,141	\$82,534	\$80,518	\$83,970	\$81,894	\$85,405	\$83,271	\$86,841	\$84,647	\$88,276	\$86,023	\$89,712
425-449	\$82,676	\$86,069	\$84,113	\$87,565	\$85,552	\$89,063	\$86,989	\$90,559	\$88,427	\$92,057	\$89,865	\$93,553
450-474	\$86,211	\$89,604	\$87,709	\$91,162	\$89,209	\$92,720	\$90,708	\$94,279	\$92,208	\$95,836	\$93,707	\$97,395
475-499	\$89,745	\$93,138	\$91,306	\$94,758	\$92,867	\$96,378	\$94,428	\$97,997	\$95,988	\$99,617	\$97,549	\$101,237
500-524	\$93,279	\$96,673	\$94,902	\$98,354	\$96,524	\$100,035	\$98,146	\$101,716	\$99,769	\$103,397	\$101,391	\$105,078

**SALARY PAY BAND EFFECTIVE JULY 1, 2021**  
**35 Hours/Week**

<b>SALARY GRADE</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
1	111	125	139	\$32,800	\$33,971	\$35,143	\$36,314	\$37,486	\$38,657	\$39,829	\$41,000
2	140	158	175	\$37,400	\$38,736	\$40,071	\$41,407	\$42,743	\$44,079	\$45,414	\$46,750
3	176	198	220	\$42,640	\$44,163	\$45,686	\$47,209	\$48,731	\$50,254	\$51,777	\$53,300
4	221	249	277	\$48,800	\$50,543	\$52,286	\$54,029	\$55,771	\$57,514	\$59,257	\$61,000
5	278	313	348	\$55,880	\$57,876	\$59,871	\$61,867	\$63,863	\$65,859	\$67,854	\$69,850
6	349	393	436	\$64,000	\$66,286	\$68,571	\$70,857	\$73,143	\$75,429	\$77,714	\$80,000
7	437	492	546	\$72,640	\$75,234	\$77,829	\$80,423	\$83,017	\$85,611	\$88,206	\$90,800
8	547	615	683	\$82,560	\$85,509	\$88,457	\$91,406	\$94,354	\$97,303	\$100,251	\$103,200

**SALARY PAY BAND EFFECTIVE JULY 1, 2021**  
**40 Hours/Week**

<b>SALARY GRADE</b>	<b>MIN</b>	<b>MID</b>	<b>MAX</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>STEP 6</b>	<b>STEP 7</b>	<b>STEP 8</b>
1	111	125	139	\$37,486	\$38,824	\$40,163	\$41,502	\$42,841	\$44,180	\$45,518	\$46,857
2	140	158	175	\$42,743	\$44,269	\$45,796	\$47,322	\$48,849	\$50,376	\$51,902	\$53,429
3	176	198	220	\$48,731	\$50,472	\$52,212	\$53,953	\$55,693	\$57,433	\$59,174	\$60,914
4	221	249	277	\$55,771	\$57,763	\$59,755	\$61,747	\$63,739	\$65,731	\$67,722	\$69,714
5	278	313	348	\$63,863	\$66,144	\$68,424	\$70,705	\$72,986	\$75,267	\$77,548	\$79,829
6	349	393	436	\$73,143	\$75,755	\$78,367	\$80,980	\$83,592	\$86,204	\$88,816	\$91,429
7	437	492	546	\$83,017	\$85,982	\$88,947	\$91,912	\$94,877	\$97,842	\$100,807	\$103,771
8	547	615	683	\$94,354	\$97,724	\$101,094	\$104,464	\$107,833	\$111,203	\$114,573	\$117,943

## 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:



## **12. ADEQUATE TIME**

Teacher allows appropriate amount of time for each activity.

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

ADDITIONAL COMMENTS:

## **13. LEARNER-CENTERED INSTRUCTION**

Teacher engages students as a) learners and b) designers of their own learning.

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

ADDITIONAL COMMENTS:

## **14. TECHNOLOGY**

Teacher integrates diverse technologies to enhance language learning (e.g., overhead projector, computer).

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

ADDITIONAL COMMENTS:

## **15. CONTENT KNOWLEDGE**

The lesson is well organized, easy to understand and to follow.

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

ADDITIONAL COMMENTS:

# **PART B: ORGANIZATIONAL SKILLS**

## **1. PLANNED LESSON**

Teacher has a clear and organized lesson plan which is appropriate to the level of the class and shows

- clear learning objectives
- planned time for each activity
- type of activity (e.g., individual, pair, group)
- detailed steps for how to carry out the activities in class

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

ADDITIONAL COMMENTS:

## **2. MATERIALS CHOSEN**

Teacher has designed and/or adapted materials to address relevant themes and learner needs.

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

ADDITIONAL COMMENTS:

## **PART C: CLASSROOM MANAGEMENT SKILLS**

### **1. RECORDKEEPING AND DATA COLLECTION**

Teacher maintains accurate attendance.

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

ADDITIONAL COMMENTS:

### **2. PUNCTUALITY**

Teacher starts and ends class on time.

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

ADDITIONAL COMMENTS:

### **3. CLEAR EXPECTATIONS**

Teacher sets clear expectations for classroom interaction.

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

ADDITIONAL COMMENTS:

### **4. EVALUATION OF LEARNING**

Teacher allows time at the end of class to evaluate the success of the lesson in terms of comprehension and relevance.

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

ADDITIONAL COMMENTS:

## APPENDIX 3 – FUNCTIONAL ABILITY REPORT

**To the Employee:** The purpose for this form is to provide the University with information to assess whether you are able to perform the essential duties of your position, and understand your restrictions and/or limitations to assess workplace accommodation if necessary.

**Employee's Consent:** I authorize the Health Professional involved with my treatment to provide to this form to the University when complete. This form contains information about any medical limitations/restrictions affecting my ability to return to work or perform my assigned duties.

<b>Employee Name:</b> (Please print)		<b>Employee Signature:</b>	
<b>Employee Address:</b>			
<b>Telephone No:</b>		<b>Work Location:</b>	
<b>1. Health Care Professional: The following information should be completed by the Health Care Professional</b>			
Please check one: <input type="checkbox"/> Patient is capable of returning to work with no restrictions. <input type="checkbox"/> Patient is capable of returning to work with restrictions. <b>Complete section 2 (A &amp; B) &amp; 3</b> <input type="checkbox"/> I have reviewed sections 2 (A & B) and have determined that the Patient is totally disabled and is unable to return to work at this time. <b>Complete sections 3 and 4. Should the absence continue, updated medical information will next be requested after the date of the follow up appointment indicated in section 4</b>			
First Day of Absence: _____		General Nature of Illness (please do not include diagnosis): _____	
Date of Assessment: dd mm yyyy			
<b>2A: Health Care Professional to complete. Please outline your patient's abilities and/or restrictions based on your objective medical findings.</b>			
<b>PHYSICAL (if applicable)</b>			
<b>Walking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 100 metres <input type="checkbox"/> 100 - 200 metres <input type="checkbox"/> Other (please specify):	<b>Standing:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 15 minutes <input type="checkbox"/> 15 - 30 minutes <input type="checkbox"/> Other (please specify):	<b>Sitting:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 30 minutes <input type="checkbox"/> 30 minutes - 1 hour <input type="checkbox"/> Other (please specify):	<b>Lifting from floor to waist:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):
<b>Lifting from Waist to Shoulder:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 kilograms <input type="checkbox"/> 5 - 10 kilograms <input type="checkbox"/> Other (please specify):	<b>Stair Climbing:</b> <input type="checkbox"/> Full abilities <input type="checkbox"/> Up to 5 steps <input type="checkbox"/> 6 - 12 steps <input type="checkbox"/> Other (please specify):	<b>Use of Hand(s):</b> <b>Left Hand</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):	<b>Right Hand:</b> <input type="checkbox"/> Gripping <input type="checkbox"/> Pinching <input type="checkbox"/> Other (please specify):

<input type="checkbox"/> <b>Bending/twisting</b> repetitive movement of (please specify):	<input type="checkbox"/> <b>Work at or above shoulder activity:</b>	<input type="checkbox"/> <b>Chemical exposure to:</b>	<b>Travel to Work:</b> Ability to use public transit <input type="checkbox"/> Yes <input type="checkbox"/> No <hr/> Ability to drive car <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>2B: COGNITIVE (please complete all that is applicable)</b>			
<b>Attention and Concentration:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Following Directions:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Decision- Making/Supervision:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Multi-Tasking:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
<b>Ability to Organize:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Memory:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Social Interaction:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:	<b>Communication:</b> <input type="checkbox"/> Full Abilities <input type="checkbox"/> Limited Abilities <input type="checkbox"/> Comments:
Please identify the assessment tool(s) used to determine the above abilities (Examples: Lifting tests, grip strength tests, Anxiety Inventories, Self-Reporting, etc.			
Additional comments on <b>Limitations (not able to do) and/or Restrictions (should/must not do) for all medical conditions:</b>			
<b>3: Health Care Professional to complete.</b>			
From the date of this assessment, the above will apply for approximately:		Have you discussed return to work with your patient?	
<input type="checkbox"/> 6-10 days <input type="checkbox"/> 11- 15 days <input type="checkbox"/> 16- 25 days <input type="checkbox"/> 26 + days		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Recommendations for work hours and start date (if applicable):		Start Date: <b>dd</b> <b>mm</b> <b>yyyy</b>	
<input type="checkbox"/> Regular full time hours <input type="checkbox"/> Modified hours <input type="checkbox"/> Graduated hours			
Is patient on an active treatment plan?: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Has a referral to another Health Care Professional been made?			
<input type="checkbox"/> Yes (optional - please specify): _____ <input type="checkbox"/> No			
If a referral has been made, will you continue to be the patient's primary Health Care Provider? <input type="checkbox"/> Yes <input type="checkbox"/> No			
4: Recommended date of next appointment to review Abilities and/or Restrictions: <b>dd</b> <b>mm</b> <b>yyyy</b>			

<b>Completing Health Care Professional Name:</b> <b>(Please Print)</b>  <b>Date:</b>  <b>Telephone Number:</b>  <b>Fax Number:</b>  <b>Signature:</b>
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## LOU #1 – Remote Work

### LETTER OF UNDERSTANDING

#### BETWEEN:

**OSSTF**  
**("The Union")**

and

**Algoma University**  
**("The Employer")**

**(Collectively referred to as "the Parties")**

#### RE: Remote Work

**WHEREAS** the Employer and the union have reached an agreement at bargaining as confirmed through the fully agreed to amendments as an integral portion of the ratified staff bargaining collective agreement of 2019 to 2022.

**AND WHEREAS** the Parties have had full and frank discussions regarding the above noted issues;

**AND WHEREAS** without prejudice to the respective position of the Parties and without precedent to any future proceedings, except to enforce the terms hereof, the Parties agree on the following terms:

The parties agree that if the University seeks input from employees regarding the development of a Remote Work policy for the University, the Union and bargaining unit employees will be provided with an opportunity to provide input.

Dated this 17th day of February 2021 at Sault Ste. Marie.

\_\_\_\_\_  
For the Union

\_\_\_\_\_  
For the Employer

## LOU #2 – Charter Challenge Against the Crown

### LETTER OF UNDERSTANDING

#### BETWEEN:

**OSSTF**  
**("The Union")**

and

**Algoma University**  
**("The Employer")**

**(Collectively referred to as "the Parties")**

**RE: Charter Challenge against the Crown**

**WHEREAS** the Employer and the union have reached an agreement at bargaining as confirmed through the fully agreed to amendments as an integral portion of the ratified staff bargaining collective agreement of 2019 to 2022.

**AND WHEREAS** the Parties have had full and frank discussions regarding the above noted issues;

**AND WHEREAS** without prejudice to the respective position of the Parties and without precedent to any future proceedings, except to enforce the terms hereof, the Parties agree on the following terms:

It is understood and agreed that the wage increases identified in Articles 25.05, 25.06, 25.07 and 27.01 of the Collective Agreement are without prejudice to OSSTF's right to continue its Application (Court File No. CV-20-636421-000) challenging the constitutionality of the Protecting a Sustainable Public Sector for Future Generations Act, 2019 S.O. 2019, c. 12 and to obtain a remedy in relation to same.

Dated this 17th day of February 2021 at Sault Ste. Marie.

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For the Union

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For the Employer

**Lou #3 – Joint Job Classification Committee**  
**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**OSSTF**  
**("The Union")**

**and**

**Algoma University**  
**("The Employer")**

**(Collectively referred to as "the Parties")**

**RE: Joint Job Classification Committee (JJCC)**

**WHEREAS** the Employer and the union have reached an agreement at bargaining as confirmed through the fully agreed to amendments as an integral portion of the ratified staff bargaining collective agreement of 2019 to 2022.

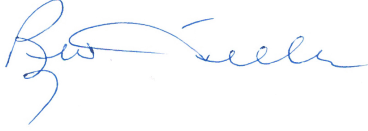
**AND WHEREAS** the Parties have had full and frank discussions regarding the above noted issues;

**AND WHEREAS** without prejudice to the respective position of the Parties and without precedent to any future proceedings, except to enforce the terms hereof, the Parties agree on the following terms:

- (a) At the earliest available opportunity (and in any event, commencing no later than *February 9th*) the Joint Job Classification Committee (JJCC) will evaluate all remaining bargaining positions that have not been evaluated to date using the current job evaluation system. Such remaining evaluations will be completed by *May 31st, 2021*.
- (b) Following the completion of the remaining job evaluations pursuant to paragraph 1, above, but prior to communicating the results of such evaluations to impacted employees, the JJCC will conduct a 'sore thumb' exercise in relation to the results of all bargaining unit positions that have been evaluated by the JJCC using the current job evaluation system, (including the positions evaluated by the JJCC pursuant to paragraph 1, above and all previously evaluated positions). Specifically, the JJCC will review all evaluated positions which resulted in the job evaluation points for that position increasing or decreasing by twenty percent (20%) or more, and any other evaluated positions that both parties mutually agree to review, to ensure that the position in question has been evaluated consistently relative to all other positions and has been grouped appropriately. As part of this exercise, the JJCC may also review and re-evaluate the job description of any bargaining unit position that is the subject of this exercise. This 'sore thumbing' exercise will be completed by June 30th, 2021.
- c) At the earliest available opportunity (and in any event, commencing no later than July 15, 2021), the University and the Union will establish a Committee comprised of four (4) representatives of the Bargaining Unit, appointed by the Bargaining Unit and four (4) representatives of the University to review the current job evaluation system with Korn Ferry with a view to determining whether the current job evaluation system should be modified. The Committee will complete its review by June 30, 2022. Prior to implementing any modifications to the current job evaluation system recommended by the Committee and approved by the University, the

University will meet with the Joint Consultative Committee to discuss those changes. If substantial modifications are made to the current system, all positions within the bargaining unit will be evaluated by the JJCC within twelve (12) months following the implementation of the modified job evaluation system.

Dated this 17th day of February 2021 at Sault Ste. Marie.



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For the Union



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For the Employer