

# **Collective Agreement**

---

**between**

**Ontario Public Service Employees Union**

**on behalf of its Local 685**

**Part Time Contract Faculty**

**and**

**Algoma University**

---

**DURATION: July 1, 2019 – June 30, 2022**



Sector 09  
6-685-10425-20220630-9

## **Contents**

ARTICLE 1 - DEFINITIONS .....	- 2 -
ARTICLE 2 - PREAMBLE .....	- 7 -
ARTICLE 3 – NON-DISCRIMINATION .....	- 7 -
ARTICLE 4 - RECOGNITION .....	- 8 -
ARTICLE 5 – RIGHTS AND PRIVILEGES OF THE UNION AND ITS MEMBERS .....	- 8 -
ARTICLE 6 – DUES CHECK-OFF .....	- 9 -
ARTICLE 7 – RIGHTS AND RESPONSIBILITIES .....	- 10 -
ARTICLE 8 – CONTINUING EXISTING PRACTICES .....	- 12 -
ARTICLE 9 – MANAGEMENT RIGHTS AND RESPONSIBILITIES .....	- 12 -
ARTICLE 10 – ACADEMIC FREEDOM .....	- 13 -
ARTICLE 11 – TEACHING REVIEW .....	- 14 -
ARTICLE 12 – APPOINTMENT OF PART-TIME CONTRACT FACULTY .....	- 19 -
ARTICLE 13 – TERMS AND CONDITIONS OF EMPLOYMENT .....	- 30 -
ARTICLE 14 – PART-TIME CONTRACT FACULTY WORKLOAD PROVISIONS .....	- 34 -
ARTICLE 15 – TERMS AND CONDITIONS OF LEAVES .....	- 35 -
ARTICLE 16 – PERSONNEL FILES .....	- 37 -
ARTICLE 17 – SUSPENSION, DISCIPLINE AND DISMISSAL .....	- 38 -
ARTICLE 18 – AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY .....	- 39 -
ARTICLE 19 - COPYRIGHT .....	- 40 -
ARTICLE 20 – COPIES OF THE AGREEMENT .....	- 42 -
ARTICLE 21 - INFORMATION .....	- 43 -
ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY .....	- 43 -
ARTICLE 23 – COMPLAINTS, GRIEVANCES AND ARBITRATION .....	- 43 -
ARTICLE 24 – JOINT CONSULTATIVE COMMITTEE .....	- 48 -
ARTICLE 25 – STRIKES AND LOCKOUTS .....	- 49 -
ARTICLE 26 – NEGOTIATION PROCEDURE .....	- 50 -
ARTICLE 27 – SALARIES AND OTHER BENEFITS .....	- 50 -
ARTICLE 28 – PROFESSIONAL EXPENSE REIMBURSEMENT FUND .....	- 56 -
ARTICLE 29 – DURATION AND CONTINUANCE OF THE AGREEMENT .....	- 59 -
APPENDICES .....	- 59 -

## **ARTICLE 1 - DEFINITIONS**

1.01 Except as otherwise expressed in this agreement

### **Academic Membership**

Means membership in an organization, which provides benefits that relate primarily to the member's area of instruction, and provides academic support, including but not limited to literature, training, conferences, seminars and collegial contacts. The membership must not primarily benefit the member's professional standing outside of the University.

### **Academic Year**

Means the 12-month period commencing on the 1st day of July and ending on the 30th day of the following June.

### **Active ROFR**

Means the non-expired Right of First Refusal (ROFR) status of a member. Expiry and loss of ROFR status is detailed in Articles 12:24 and 12:25.

### **Administration**

Means the management officers of Algoma University who hold the position of President and Vice-Chancellor, Vice President, Academic Dean, Registrar or Director.

### **Agreement**

Means this Collective Agreement between the Union and the University.

### **Algoma University**

Means Algoma University as named in Bill 80 (2008).

### **Bargaining Unit**

Means the unit defined in the decision of the Ontario Labour Relations Board dated June 12, 2003, and any amendments thereto.

Board of Governors (also referred to as the board)

Means the Board of Governors of Algoma University established by the Supplementary Letters Patent to the Algoma University Association dated November 1989.

CAO

Means the Chief Academic Officer of the University.

CFO

Means the Chief Financial Officer of the University.

Collegial Bodies

Means committees or other decision making groups within the University.

Complaint

Means a disagreement which may lead to a grievance.

Conflict of Interest

Means a conflict between an Algoma University employee's personal or business interests and activities and their duties, obligations and responsibilities as an Algoma University employee and includes actual, perceived or potential conflicts where an individual stands to benefit from a decision being made with respect to a person who is a member of the individual's immediate family.

Course Syllabus

Means a document containing full information on grading policies, evaluation methods and applicable attendance requirements in accordance with the rules and regulations set out in the academic calendar, as well as learning outcomes and any other material required to assist students in meeting the course objectives.

Days

Means calendar days.

Dean

Means the Academic Administrator appointed by Senate.

Employer

Means the Board of Governors of Algoma University.

Extension Operation

A location more than 50km outside of the city limits of Sault Ste. Marie, recognized and approved by the Senate, where academic programming intended to lead to degree completion is offered on an ongoing basis.

Faculty Chair

Means the Chair of one of the three academic Faculties of the University.

Faculty Grievance Officer

Means the member representing the Union on the Grievance Committee.

Grievance

Means a claim, dispute or complaint involving the interpretation, application, administration or alleged violation of this collective agreement.

Grievor

Means the University, or the Union, which initiates a grievance on behalf of a member or group of members or itself.

Individualized Course

Means a course that consists of less than the minimum number of students for a scheduled class, e.g. fourth-year thesis, music instruction, directed studies, scheduled research projects or reading courses which may be undertaken by individual members upon the Departmental recommendation, subject to provisions within Article 12.

Immediate Family

Means a spouse, child, father, mother, brother, sister, father-in-law, mother-in-law, son, daughter, stepson, stepdaughter, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

Instructional Year

Means the year commencing May 1 through to April 30 of the following year.

Joint Consultative Committee

Means the advisory committee to the Union and the University whose membership is defined in Article 24:01.

Laboratory Instructor

Means a Part-Time Contract Faculty member employed to instruct the weekly, regularly scheduled laboratory sessions specified in the academic calendar.

Learning Outcomes

Means what the student will have learned or achieved in the course.

Local Teaching

Means teaching within a fifty (50) kilometer radius of the primary campus as defined in Article 13:02.

Member

Means the same as Part-time Contract Faculty.

Normal Salary

Means a member's salary as defined in Article 27.

Normally

Means "Normally" in reference to the common practice of the University, but considers exceptions in extenuating circumstances.

Off-Site Teaching

Means teaching outside the radius of "local" teaching as defined in Article 13:02.

Orientation

Means a meeting at which introductory information and/or training is provided to members at the beginning of the fall term.

Part-Time Contract Faculty (PTCF)

Means all part-time teaching faculty employed to teach academic credit courses and the Learning Centre Writing Lab Instructor and the Math Lab Instructor.

### Parties

Means the parties to this Agreement, namely the Union and the Board of Governors of Algoma University.

### Personnel File

Means one official personnel file for each member hereinafter referred to as the personnel file. See Article 16 for details. This official file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member.

### Primary Campus Teaching

Means the location to which the member usually reports for work and where the member's faculty office is located in any given semester as defined in Article 13:02.

### President and Vice-Chancellor

Means the Chief Executive Officer of the University.

### Right of First Refusal (ROFR)

Means a part-time contract faculty member who has successfully completed the formal review process in a particular course and is deemed to have ROFR status (ROFR, CROFR or TTROFR) in that course.

### ROFR Seniority

Means the member with the earliest active ROFR for a particular course. ROFR seniority for a course is calculated from the commencement of the teaching term in which the member earned their current active ROFR for that course.

### Substantially Similar Course

Means an antirequisite course or a six-credit course that has been split into two three-credit courses. 0

### Written or Writing

Means documents which are delivered in any of the following methods: written, typewritten, printed, photocopied, or other electronic means.

## University

Means Algoma University.

### **ARTICLE 2 - PREAMBLE**

- 2.01 The parties recognize that the goal of the University is the attainment of the highest possible standards of academic excellence in the pursuit and dissemination of knowledge, to be achieved principally through teaching, scholarship/research, the creative arts and community service. The parties agree to cooperate in the promotion and enhancement of the University and to encourage a climate of freedom, responsibility and mutual respect in the pursuit of these goals. It is the purpose of this Collective Agreement to foster harmonious relations within the University community and to provide an amicable means for settling differences that may arise from time to time between the employer and the employees in the bargaining unit. The Union and the Board of Governors shall ensure that all concerned are fully aware of the terms and conditions of this Agreement. The Union shall instruct its members that they are expected to abide by the terms of this Agreement and Policies of the University as provided in writing by Administration. The Board of Governors shall instruct its representatives that they must be familiar with the terms of this Agreement and policies of the University and are expected to abide by them.

A copy of the policies shall be made available electronically to all Union members on the Algoma University website and one copy of each new or revised version of these policies shall be delivered electronically to the members of the Union executive.

### **ARTICLE 3 – NON-DISCRIMINATION**

- 3.01 The Employer shall not discriminate against, interfere with, restrict, or coerce any member by reason of membership or participation in the Union.
- 3.02 The Employer, the Union, and members agree that there will be no harassment in accordance with the *Human Rights Code* (Ontario) or *Occupational Health and Safety Act* (Ontario), and no workplace violence in accordance with the *Occupational Health and Safety Act* (Ontario).
- 3.03 The Employer, the Union, and the members agree that there shall be no discrimination exercised or practiced with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences for which a pardon has been granted, marital status, family status or disability, nor



by reason of Union membership or activity. It is agreed that the prohibited grounds of discrimination shall be as defined by the *Ontario Human Rights Code*.

- 3.04 No member of the bargaining unit and no officer of the University shall take part in formal procedures, discussions, or vote with regard to the determination of the terms and conditions of employment, which apply specifically to a member their immediate family.

#### **ARTICLE 4 - RECOGNITION**

- 4.01 The Board recognizes the Ontario Public Services Employees Union (OPSEU) as the bargaining agent of all part-time faculty, Writing Lab and Math Lab instructors, and Music Instructors employed by the Board of Governors of Algoma University, save and except employees at or above the level of Director, members of the Board of Governors (other than faculty appointees), Registrar, and those employees covered by a subsisting collective agreement.
- 4.02 A member who is appointed to a position excluded by law from the Union shall cease membership and discontinue paying dues for the duration of the appointment, provided the appointment is for more than thirty-one (31) calendar days. At the termination of the appointment to an excluded position, the member will automatically become eligible for Union membership, will commence paying dues, and will have all rights and privileges as if he/she had been a member continuously throughout the period of appointment to the excluded position.
- 4.03 Members of the bargaining unit appointed or elected to the Board of Governors shall remain members of the bargaining unit during their tenure on the Board.
- 4.04 Every Member shall have the right to join the Union and as a member of the Union to participate in its activities. The University shall not interfere with members of the Union, subject to the terms and conditions of this collective agreement, attending Union meetings or attending to Union business.

#### **ARTICLE 5 – RIGHTS AND PRIVILEGES OF THE UNION AND ITS MEMBERS**

- 5.01 Subject to availability, and provided it can be done without interrupting instructional programs, the University will allow the Union to use its duplicating services, computing facilities and audio-visual equipment at rates to be determined between the parties each academic year in consultation with the Union. The University will provide the Union with suitable meeting rooms free of charge.
- 5.02 The Union agrees to provide the University, by July 1st of each year, with a current list of Union Part-time Contract Faculty representatives on the Union

Executive and on all standing committees including but not limited to: Joint Consultative Committee, Grievance Committee, Health and Safety Committee and Part-Time Bargaining Committee in years when it is required.

- 5.03 The Union shall have the right at any time to call upon the assistance of representatives of the CAUT, OCUFA or other similar bodies. Such representatives shall have reasonable access to University premises to consult with members, Union officials or University officials. Access in this Article shall not include the rights of CAUT, OCUFA or other similar bodies to call meetings on University premises unless by mutual agreement of the Union and the University.

#### **ARTICLE 6 – DUES CHECK-OFF**

- 6.01 The Employer shall deduct union dues commencing from the first day of employment, from each pay of each member, an amount equivalent to such union dues as may be designated by the Union from time to time. In addition, the Employer shall deduct union dues from any retroactive wage payments.

The Employer agrees that it will submit a cheque to the Union, not later than the 15<sup>th</sup> day of each month following the month in which dues were deducted. The total amount of such deductions shall be forwarded to the Accounting Department of the Union, 100 Lesmill Road, North York, Ontario. The remittance shall be accompanied by a list of names, member number or a unique identifier, and the amount deducted. The list shall clearly indicate changes in employment status for promotion, demotion, termination and leaves of absence, and may be either in hard copy or electronic copy.

- 6.02 The Employer agrees to provide each person in the bargaining unit with access to an electronic version of their T-4 in relation to the preceding calendar year showing the amount of dues deducted in time for inclusion in their income tax return.
- 6.03 The Union will advise the Employer in writing of the amount of its regular dues. The amounts specified shall continue to be deducted until changed by further written notice to the Employer.
- 6.04 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any member or group of members arising out of the deduction of union dues as herein provided.

## **ARTICLE 7 – RIGHTS AND RESPONSIBILITIES**

### **7.01 Rights and Responsibilities of Part-time Contract Faculty as Instructors**

Part-Time Contract Faculty shall:

- (a) deal ethically and fairly with students, foster a free exchange of ideas, avoid proselytizing and politicizing in the classroom, avoid discrimination, respect confidentiality in a manner consistent with the performance of their academic role, encourage the development of the capacity for critical judgement and acknowledge their indebtedness to students in relation to their own research.
- (b) exercise responsibility in their relationship with individual students, student groups, and student publications and shall avoid situations which might generally be regarded as an abuse of the student-teacher relationship.
- (c) have the right and responsibility to organize and structure classroom and laboratory activities and to adopt reasonable means to maintain a learning environment which is both productive and orderly. With the exception of Reading and Distance Ed courses, this includes a minimum of 36 hours of class instruction per three credits.
- (d) be conscientious in the preparation and organization of subject matter and in the revision of that subject matter on a regular basis.
- (e) order text books one month prior to the start of classes or within 14 days of being hired, whichever is later.
- (f) have available by the start of the first day of class each term, a complete course syllabus for student information and shall leave a final course syllabus with the Faculty Support Services Assistant for filing with the University's records by the start of the second week of class. The syllabus must contain full information on grading policies, evaluation methods and applicable attendance requirements in accordance with the rules and regulations outlined in the Algoma University calendar. It must also contain learning outcomes, information on additional readings, and other material necessary to assist students in meeting the course objectives.
- (g) comply with established Senate policies and procedures, including policies on early feedback and multi-section courses, and deadlines for establishing and reporting the grades of their students and other such reasonable procedures and deadlines as may be necessary for the well-ordered operation of the university, subject to the express provisions of the Collective Agreement.

- (h) clearly identify on the course syllabus how students may contact the member outside of class hours. Members will respond to student inquiries in a timely manner. Effective as of July 1, 2020, members will make themselves available for regularly scheduled consultations with students regarding course-related issues for a minimum of 30 minutes per week outside of class hours for each course taught (excluding reading courses). Members will determine the time(s) for such consultations, provided that they are scheduled during hours which are reasonably accessible to students. Members may conduct such consultations through in-person meetings on campus or remotely (e.g. by way of telephone, Google hangout, Google chat, CMS chatroom, Skype or a similar communication platform that is reasonably accessible to students). Meeting space will be made available upon request. The format of such consultations (e.g., in-person, remote or a combination of the two), will be clearly identified in the course syllabus.
- (i) proctor their own final examinations. Under extenuating circumstances, members must consult with Department or Registrar's Office for an authorized alternative.

**7.02 Rights and Responsibilities of Part-time Contract Faculty Members in Self-Governance**

- (a) In all professional associations and, more particularly in the course of the collegial and peer-judgement decision-making process, faculty members shall deal fairly and ethically with their colleagues, shall avoid discrimination and shall not in any way infringe on, nor restrict, their colleagues' academic freedom.
- (b) In instances in which a part-time contract faculty member is called to attend a meeting by their department, part-time contract faculty may do so, if available, however such attendance is strictly on a volunteer basis.
- (c) Members' participation in the collegial bodies of the University shall be voluntary and such service shall not be part of a Member's workload as per Article 14. Any compensation for additional work will be according to Article 27.

**7.03 Rights and Responsibilities of Part-time Contract Faculty Members as Members of the Learned Profession and of the Community-at-Large**

- (a) Members of the part-time contract faculty shall be free from institutional censorship or discipline when addressing themselves to the community-at-large when not representing the University, and;

- (b) Members have the right to participate in the activities of their Learned Professions and Societies.

#### **ARTICLE 8 – CONTINUING EXISTING PRACTICES**

8.01 (a) No changes in existing practices in force as of the effective date of this Collective Agreement, affecting contract faculty, other than those provided for in this Collective Agreement, shall be instituted without the agreement of the Union. The decision of the Board to alter, amend, or discontinue such practices shall be subject to the grievance and arbitration procedures established by this Agreement. Existing practices mean practices with respect to terms and conditions of employment, which are reasonable, certain, known, and in force at the date of the commencement of this Agreement or during the preceding academic year.

- (b) The onus of establishing an existing practice within the meaning of clause 8:01 (a) shall rest on the party or person who alleges the existence of such existing practice.

8.02 (a) The University shall indemnify and save harmless each Union member against damages and shall maintain liability insurance coverage at the current or comparable level ensuring members who are acting within the scope of their employment against liability claims.

While a member may hire outside legal counsel, if the member is seeking restitution for the related expenses, prior approval of the President and Vice-Chancellor (or the Board in cases where the President and Vice-Chancellor is in a conflict of interest) is required.

- (b) Access to the policies of insurance, as amended or as substituted from time to time, shall be provided to the Union at any time for their review and copying as required.

#### **ARTICLE 9 – MANAGEMENT RIGHTS AND RESPONSIBILITIES**

9.01 The Union acknowledges the management responsibilities and functions of the Board and agrees that such shall be continued, subject to the express provisions of this collective agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) hire, appoint, evaluate, promote, grant leave to, suspend and remove, or otherwise discipline employees, provided that a claim of discharge or

discipline without just cause may be the subject of a grievance, to be dealt with as hereinafter provided;

- (b) plan, direct and control operations; determine job ratings, classifications, requirements of student contact; teaching hours; determine work assignments, methods, schedules, procedures and standards;
- (d) determine the size, composition and deployment of the workforce;
- (e) put into effect, enforce and alter reasonable policies, rules and regulations governing the conduct of the Employer and the employees; provided that these rights shall be exercised within the context of the well understood principles of academic freedom, and also that these rights shall be exercised in a fair and reasonable manner that is subject to the express provisions of this Collective Agreement.

#### **ARTICLE 10 – ACADEMIC FREEDOM**

10.01 The parties agree that the common good of society depends upon the search for truth and its free exposition. The fundamental purpose of a university and its unique contribution is the search for new knowledge and the free dissemination of what is known. Academic freedom is essential to these endeavours, in teaching, research, and development, and in scholarly and creative work. The parties further agree to abide by the principles of academic freedom as expressed in this agreement and more particularly in the following clauses.

10.02 Each member shall be free in the choice and pursuit of research consistent with the objectives and purposes of a university and in the publication of the results, subject only to the normally expected level of performance of their other duties and responsibilities.

10.03 Each member shall have freedom of discussion. However, in the exercise of this freedom in the classroom, reasonable restraint shall be used in introducing matters unrelated to their subject. The Board shall not require conformity to any religious beliefs, doctrines or practices.

10.04 The Board shall not impose supervision or other restraints upon, nor will it assume responsibility for what is said or written by a member acting as a private citizen. However, as a person of learning, they shall exercise good judgment and shall make it clear that they are not acting as a spokesperson for the University.

10.05 The Board shall expect and encourage each member to participate in, and contribute new ideas to, the promotion of the objectives of the University. Furthermore, it shall respect the right of each member to disagree with academic or administrative decisions. However, criticism or advocacy of changes in the

policies, programs or administrative practices of the University shall be in the proper academic tradition of reasonable discussion.

- 10.06 If a member believes that their Academic Freedom has been violated, they shall address the concern to the Peer Review Committee (PRC). The PRC shall recommend a remedy, which can include, but is not limited to, filing a grievance, instituting a policy change, or recommending disciplinary action.

## **ARTICLE 11 – TEACHING REVIEW**

### **11.01 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. The evaluation processes are to be applied in a consistent, fair and transparent manner; they will be applied consistently regardless of the member's primary campus, department, Faculty, course type, or delivery mode.

### **11.02 Student Feedback of Teaching (SFTs)**

The University will coordinate student feedback of teaching (SFTs) for all course and laboratory credit instruction as part of the member's formal teaching review in accordance with this Article.

- (a) The SFT is the same as that used for Full-Time faculty, with the exception of the SFT used to assess the performance of the Writing Lab Instructors and the Math Lab Instructors. The SFTs to be used for the term of this agreement are included in the appendix to the Part-Time Collective Agreement (PTCA).
- (b) Course instructors shall not receive any information that would disclose the identity of students who completed the questionnaire.
- (c) Members will receive tabulated results from their questionnaires, including student comments, at the latest twenty-one (21) days following the last date for submission of grades. These results will be distributed to the members no later than the date of their distribution to the evaluation committee.

- (d) Teaching evaluations will be used consistently as part of an application for contract renewal, or as information for any other assessment of the member's teaching performance.
- (e) Members have the right to include their own written response to information on the SFT forms in their personnel file.
- (f) No information collected shall be used for external communications except with the written approval from the member concerned.

#### 11.03 Preliminary Reviews of Teaching

All Part-Time Contract Faculty may request one preliminary review of their teaching before half of the course is complete. Requests will be made to the Department Chair who will delegate a suitable reviewer. The reviewer will give the Part-Time Contract Faculty oral feedback with constructive advice and suggestions for improvement. No written record will be kept and the preliminary review shall not be used as part of the Formal Teaching Review process.

#### 11.04 Formal Teaching Review

Particular teaching performance levels by Part-Time Contract Faculty are expected by the University, by colleagues, and by students. Such performance is evaluated for all class, laboratory, Writing Lab, and Math Lab instruction through the Formal Teaching Review process and through the use of SFTs. For purposes of this article, "teaching" includes activities performed by members of the bargaining unit either in a studio, classroom or laboratory, through distance education, directed reading, or through the use of technologically assisted instruction. Documentation of teaching performance shall be kept in the member's personnel file.

- (a) Formal teaching review shall be completed by the Formal Teaching Review Committee and communicated to the member in writing within sixty (60) calendar days of the completion of the course's teaching term as defined in Article 14.01. A copy of the Teaching Behaviour Inventory, which is provided to the Faculty Chairs at the start of each term, can be found attached as Appendix B of this collective agreement.
- (b) Formal Teaching Review Committee: The formal teaching review shall be conducted by the Faculty Chair(s), the Departmental Chair and the full-time faculty peer reviewer(s) from the same department. In the case of Writing Lab Instructors, the formal teaching review shall be conducted by the Faculty Chair of Humanities, the Departmental Chair of English or a designated member of the department, and a full-time faculty peer reviewer from Humanities. In the case of Math Lab Instructors, the formal teaching review shall be conducted by the Faculty Chair of Science, the



Departmental Chair of Math and Computer Science or a designated member of the department, and a full-time faculty peer reviewer from Science. With the exception of the in-class reviewers, the candidate will have the right and opportunity to declare a conflict of interest, as defined in Article One, with a maximum of two of the aforementioned reviewers, or their replacements, and may ask to have them replaced.

The Dean, in consultation with the Faculty Chairs, a part-time contract faculty member from each Faculty selected by the Union, and the Director of Human Resources or designate, will create a Part-time Contract Faculty evaluation policy within 3 months from the signing of this Agreement. This policy will include step-by-step procedures and expectations to be carried out by the Formal Teaching Review Committee when evaluating Part-time Contract Faculty to ensure consistency in the practice, along with prescribed University Administration follow-up to ensure correct application.

The University will offer the necessary training to the Faculty and Department Chairs annually to ensure the requirements of this article are followed.

11.05 The formal teaching review will review any or all of the following relevant information:

- (a) the size, type, level and nature of the course taught;
- (b) the type of appointment and the method of delivery;
- (c) the Student Feedback of Teaching forms in their entirety. The member may also include their own written response to information on the SFT forms. If the committee intends to use the anonymous opinions from the SFTs to deny ROFR, the member must be provided the opportunity to include their own written response to those anonymous opinions prior to the committee concluding its review;
- (d) any written and signed opinions from students in the course. If written and signed opinions are requested from students, then the full class list must be offered the opportunity to do so. Copies of any letters received shall be sent to the member for their review and written response prior to the committee concluding its review;
- (e) at least one in-class peer evaluation (IPE) of teaching per course by two full-time faculty members designated by the Departmental Chair. Both of the two full-time faculty members performing the IPE will each complete a Teaching Behaviour Inventory found in Appendix B. The IPE will include comments on knowledge, communication and effectiveness. The member

shall be informed in advance of the identities of the peer reviewers, the date(s) of the visit, and the member shall have the opportunity and the right to declare a conflict of interest, as defined in Article One, with only one reviewer and request an alternate. After the in-class review, the member has the option to request a written or oral summary that will be shared with the member as soon as possible. The member can request a meeting with the reviewers to seek clarification of any issues or concerns. It is recommended that the in-class review will be undertaken in the first 8 (eight) weeks of a normal 3-credit single term course.

In the case of courses offered at locations other than Sault Ste. Marie, live video conferencing can be used as a replacement for an in-class review for evaluating a member's teaching performance, with the agreement of the department. As with in-class reviews, two reviewers, subject to the same conflict of interest rights as with in-class reviews, must be present, and the video conference may not be recorded under any circumstances. If any of these conditions are not met, the member will automatically be awarded ROFR according to 11:10.

For distance education courses, reviewers can enroll as a student for the equivalent duration of one class, or request from the member equivalent printed materials.

Where the member has been granted four distinct course ROFRs, including both active and non-active ROFRs, the department, in consultation with the Faculty chair and with the agreement of the member, may elect to forego the in-class review. In such cases, the assessment for the formal teaching review will then be based on the other information listed in this section.

- (f) the Departmental Chair's review of the member's compliance with calendar regulations;
- (g) the course syllabus and final exam, when applicable, obtained from the Faculty Support Services Assistant or the member.

11.06 Any member whose teaching performance is being reviewed must provide the in-class reviewer(s) with a copy of the course syllabus in advance of any class visit. Additionally, the member has the right to submit any information they believe to be relevant to the 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. All materials shall retain their Intellectual Property (IP) protection as per Article 19.

11.07 In addition, if there are any matters regarding the member's teaching performance in the member's personnel file, the formal teaching review

committee, referenced in 11:04 (b), shall consult with the member to establish relevant facts about the member's teaching.

- 11.08 Members will be permitted to comment on and respond to any evaluation and to have their comments included in their personnel file to be considered during the formal teaching review process.
- 11.09 The formal teaching review of a member's teaching performance shall determine whether the member is recommended for Right of First Refusal (ROFR) status. Should a member not receive ROFR status, they will still be eligible for future consideration. It is understood the University will grant or not grant ROFR status based on the Formal Teaching Review Committee's recommendation, unless overturned under Article 11.12.
- 11.10 In the event that the University decides not to, or neglects to conduct a formal teaching review, including the full requirements of Article 11:11 below, the member shall be deemed to have received ROFR status.
- 11.11 Recommendations from the Formal Teaching Review Committee shall be forwarded to the CAO's office for decision. The CAO's (or designate's) decision shall be communicated to the member in writing and shall include the Committee's feedback on performance with reference to the specific areas for improvement based on formal review materials. The CAO or designate shall indicate whether or not the member has been granted ROFR status, and will include a copy of the detailed written feedback and a listing of the material reviewed by the Formal Teaching Review Committee in arriving at its recommendation. The confirmation shall include the method of delivery for which the ROFR status applies.

In the case of team-taught courses, the TTROFR (Team Teaching Right of First Refusal) status shall be either granted or not granted instead of ROFR status.

In the case of multidisciplinary co-teaching taught courses, the CROFR (Co-Teaching Right of First Refusal) status shall be either granted or not granted instead of ROFR status. Additionally, where CROFR status is granted, it shall be qualified as to discipline to reflect the portion of the course for which the member has earned the CROFR.

All evaluation documents will be archived in the CAO's Office for a minimum of 6 months, and will be provided to the Union in case of grievance.

- 11.12 Should the Formal Teaching Review Committee not recommend ROFR status, in any of the prescribed forms, the CAO (or designate) may request a meeting with the Committee to seek additional information regarding the Formal Teaching Review conducted. Should ROFR status not be granted, in any of the prescribed forms, the member has the right to appeal that decision to an Appeal Committee consisting of the CAO (if CAO's designate participated in the decision) or the

CAO's designate (if the CAO participated in the decision), another Faculty Chair, plus one faculty member working in a cognate department. With the exception of the CAO or designate, the candidate will have the right and opportunity to declare a conflict of interest, as defined in Article One, with a maximum of two of the other Appeal Committee members or their replacements, and may ask to have them replaced. The Appeal Committee will re-assess the finding and will deliver its decision within 14 days of its formation. The CAO or designate, respectively will chair the committee and report back its findings to the appellant.

- 11.13 Aside from the aforementioned evaluation process, guests, other than the Dean, will not be allowed in the classroom without the member's written permission. If permission is granted, then such visits cannot be used against the member in other matters.

## **ARTICLE 12 – APPOINTMENT OF PART-TIME CONTRACT FACULTY**

### **Appointment Process**

- 12.01 All Part-Time Contract Faculty (PTCF) Members are appointed by the University, and in accordance with the provisions of this Collective Agreement.

- 12.02 The types of appointment shall be:

- (a) Part-Time Contract Faculty - Lecturer (with or without ROFR status);
- (b) Part-Time Contract Faculty - Distance (with or without ROFR status);
- (c) Laboratory Instructor (with or without ROFR status);
- (d) Writing Lab Instructor (with or without ROFR status);
- (e) Math Lab Instructor (with or without ROFR status);
- (f) Individualized Instruction.

- 12.03 All appointments of part-time members shall be for a contract to provide instruction in at least one university degree credit course or part thereof, or laboratory section, in accordance with the definition of a course and course credits as approved by Senate and as set out in the University Calendar.

Any degree credit course or part thereof, or laboratory section offered by the University and not instructed by a full-time member must be instructed by a part-time contract faculty member of the Union appointed through the appointments process outlined in this Article; however, the University may appoint a member of management to instruct a degree credit course, or part thereof, or laboratory section offered by the University and not instructed by full-time member in circumstances where no qualified part-time faculty is available using the hiring process outlined in this Article 12. The Employer agrees to pay to the Union an amount equal to dues that would have been paid by a PTCF member at the base

rate for teaching that degree credit course or part thereof or laboratory section. For clarity, this does not give the manager any rights under the Collective Agreement.

- 12.04 The University shall not make appointments under Article 12 that require a Member to teach more than 12 (twelve) credits of lecture courses, or four one-term or equivalent courses, within any academic term, and in any academic discipline. The academic terms in any given academic year include three terms: fall, winter, and spring/summer. Under no circumstances will a member be allowed to teach more than 12 credits of courses during the spring/summer terms. For the purposes of this article, laboratory instructor duties in courses with a 3-hour weekly laboratory are assumed to count for the equivalent of half the weighting of a lecture course. Individualized instruction does not count towards the 12-credit maximum.

Regardless of a member's ROFR status for the courses being offered, a member will not be entitled to appointments in excess of 12 credits in a single academic term.

For courses spanning more than one academic term, the credits will be proportionally divided over the corresponding terms.

12.05 Writing and Math Lab Instructors

(a) Writing Lab Instructors

Appointment of Writing Lab Instructors shall be for a contract to aid students primarily on a one-on-one basis, to occasionally offer information and assistance in classroom settings on the services of the writing lab as well as on proper essay documentation form (MLA, APA, Chicago Style, etc.), and to help develop and promote the services of the Writing Lab facilities.

Conditions for hiring of the Writing Lab Instructors shall follow the same hiring conditions and procedures for part-time contract faculty as outlined in this collective agreement with the exception that the Appointment Committee will consist of the Registrar, one full-time faculty member from the Faculty of Humanities and one full-time faculty member appointed by Senate from the Social Science or Science Faculty.

The Writing Lab Instructor shall be remunerated based on the part-time contractual academic instructor rates of pay assuming an average of 11 hours of weekly contact with students over a 14-week period allowing thereby for a set time allotted per contact hours towards marking, preparation of skill improvement exercises, as well as publicizing, developing and improving the resources of the Writing Lab.

(b) Math Lab Instructors

Appointment of Math Lab Instructors shall be for a contract to provide support for degree program students, primarily non-Mathematics majors, who seek to improve their mathematical skills. Such support will include, but is not limited to, individual tutoring, tutoring in the use of statistical software programs and tools such as SPSS and MS Excel, and the preparation of math related resources and teaching aids. The position will also involve preparation and delivery of math workshops for small groups of students, and occasional classroom seminars on specific math topics. Math Lab Instructors are expected to help develop and promote the services of the Math Lab.

Math Lab Instructors shall be subject to the same hiring conditions and procedures for part-time contract faculty as outlined in this collective agreement with the exception that the Appointment Committee will consist of the Registrar, one full-time faculty member from the Faculty of Science and one full-time faculty member appointed by Senate from Social Science or Humanities Faculty.

Math Lab Instructors shall be remunerated based on the part-time contractual academic instructor rates of pay assuming an average of 11 hours worked per week over a 14-week period. Time will be allotted each week for one-on-one and group tutoring, marking, preparation of skill improvement exercises, and publicizing, developing, and improving the resources of the Math Lab.

12.06 Laboratory Instructors

PTCF members will be appointed to scheduled laboratory instruction positions on a prorated basis determined by the number of hours included in that instruction. Members appointed to scheduled laboratory instruction positions will be determined by the same hiring practices and procedures as outlined in the appointment process.

12.07 Individualized Instruction

It is the right, but not the obligation, of part-time contract faculty to accept individualized instruction in the form of reading courses and thesis courses.

Part-time contract faculty will be recommended for these courses by the Department. There will be no special appointments procedure for these courses.

In all cases, a letter of appointment will be issued by the Dean's Office in accordance with Article 12:27.

Individualized instruction will not be subject to student feedback of teaching procedures and will not lead to ROFR status. Seniority will be earned according to the provisions of Article 12.19.

#### Part-time Appointment Committee

- 12.08 Each academic Department, unit or sub-unit as appropriate, shall have a Part-time Appointment Committee (PTAC).
- 12.09 The PTAC shall include the Faculty Chair, the Department Chair, and one full-time faculty member appointed by the Faculty. If the Faculty Chair is from the hiring department, preference for the additional full-time faculty member will be given to a member from outside the hiring department; otherwise preference will be given to a member from within the hiring department.

If a member of the full-time faculty involved in the hiring process has a conflict of interest with an applicant, they must declare this as soon as they are aware of the individual's application and avoid any involvement in the hiring decision-making process.

If there is a conflict of interest regarding any member, then the Faculty will choose an alternate.

All members of the PTAC will certify that they have actively participated in the process by signing the PTAC Recommendation Form (Appendix D). In the event that an interview is required, the expectation is that all PTAC members will be present.

The University will offer the necessary training to the Faculty and Department Chairs annually to ensure the requirements of this article are followed.

- 12.10 The PTACs shall request that the Dean post the positions as required under the Articles 12:12, 12:13, 12:14 and 12:15, shall review applications under the terms of this Agreement, and shall make recommendations on the appointment to the Dean.

#### The Awarding of Positions to Members with ROFR

- 12.11 Appointments shall be made only after the Dean's Office has notified all qualified members with Right of First Refusal (ROFR) status in order of ROFR seniority for the course by University email and, i) an alternate email if provided by the member, or ii) telephone when no alternate email has been provided.

Every course, other than courses delivered using Distance Education, will be attached to the ROFR list for the closest delivery location.

- (a) Separate ROFR lists will be maintained for:

- i) Lecture/lab courses delivered in-class on the main campus and at each extension operation; and
- ii) courses delivered using Distance Education.

The ROFR on an in-class lecture/lab course is earned by location and applicable at that location only.

- (b) For notification purposes, the Dean's Office will use the following procedures:
  - i) For lecture/lab courses delivered in-class, the ROFR list for that location will be used while respecting any provisions of 12:24.
  - ii) For courses delivered using Distance Education, start with the Distance Education ROFR list being the primary list, followed by the combined ROFR lists for all campuses for Part-Time Contract Faculty – Lecturers. Where two or more members hold equal ROFR status seniority, 12:23 will apply.
- (c) The notifications shall be made, whenever possible, during the fifth week of the preceding term. If the member accepts the appointment, a letter will be issued for the appointment within 2 (two) weeks. These two weeks are for administrative purposes only and the appointment is deemed to have been awarded once accepted.
- (d) Notifications will be sent to all PTCF members holding ROFR status at the same time. Members to whom the notification is sent will have five (5) working days to advise the Dean's Office whether they wish to accept the position, if offered. Offer(s) will be made to the member(s) who respond, on the basis of seniority. If no PTCF member(s) holding ROFR status accepts the offer(s) made, the position(s) will be posted as required under Article 12.12.
- (e) It is understood that any individual PTCF member that has exercised ROFR prior to June 30, 2018, on an in-class course at a different location other than the location where the ROFR was earned will continue to be afforded this opportunity and thus 12:11(e) supersedes 12:11(a) and (b) in these circumstances.
- (f) When a member accepts an offer of appointment for a course which he/she does not have ROFR, the member will need to successfully complete a Formal Teaching Review, as per Article 11, in order to establish ROFR status for that course.



- 12.12 If no qualified member with ROFR status accepts the position within 5 working days, then the position will be subject to open competition and shall be posted for 10 working days on the University's website. Links to the complete postings shall be sent to the Part-Time Contract Faculty email alias on the same day the position is posted. Additionally, links to all postings for all academic positions, including those outside of the part-time course offerings, will be emailed to the Part-time Contract Faculty email alias.
- 12.13 Postings shall identify: the course description, the date of the posting, the academic term(s), the department, the course name and course number, the starting time and duration, the location (on/off campus, which campus), the qualifications for the appointment [as per 12:18 (a) and (b)], and the application deadline. No offer of appointment, other than to a qualified member with ROFR status, shall be made before the application deadline.
- 12.14 Positions shall be posted at least ten weeks prior to the start of classes, and typically during the seventh week of the preceding term. Once posted, all positions must be filled by PTCF members unless no qualified member applies.
- 12.15 Should a position become open unexpectedly within four (4) weeks before the beginning of 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 Dean, working in consultation with the PTAC, shall notify all qualified members with ROFR status in order of seniority by phone or email, and shall advertise the position for at least one working day via the Part-Time Contract Faculty email alias, and on the University's website, and then shall proceed to take measures to fill the position.

#### Application for a Position

- 12.16 Applications to teach a course shall be submitted electronically, including a current curriculum vitae, and any other materials the applicant wishes to submit. Applicants may be asked to supply letters of reference or to give permission for the PTAC to contact references by telephone or e-mail.
- 12.17 The Dean's office shall maintain personnel files for all members of the Union and shall maintain these files for six years following the last session taught. These personnel files shall include the record of employment, full records of all formal reviews, teaching and other evaluations, and any supporting material that the Faculty member wishes to be maintained in the file. All relevant documents in the file shall be provided to the PTAC, including seniority credits earned for use in Article 12:18 (d), if applicable.

### Criteria for Appointment

12.18 In reviewing applications, the PTAC shall utilize the PTAC Recommendation Form (Appendix C) to assess the candidates in accordance with the criteria listed below in order of priority:

- (a) the applicant has the requisite minimum academic qualifications for the position and minimum relevant professional experience that aligns with the job posting;
- (b) the applicant has a satisfactory record of teaching at the University and/or satisfactory teaching experience elsewhere which can be substantiated;
- (c) the applicant with teaching experience at Algoma University shall be given priority in the awarding of appointments. When two candidates with teaching experience are being considered, the one with significantly more teaching experience (defined as a difference of 16 (sixteen) or more seniority credits) shall be given priority in the awarding of appointments;
- (d) where all of the above criteria are determined to be essentially equivalent between two candidates, then the PTAC may use any other additional criteria deemed appropriate in reaching a recommendation that are consistent with the job posting. This may include interview results.

### Seniority

12.19 Seniority credits shall be calculated from the first date of the first contract of the member with the University.

- (a) Members shall acquire seniority credits for each half or full-course or laboratory session that they teach. Seniority credits shall be based on course credit, i.e., 1.5, 3.0, 6.0; such credits shall be prorated on the basis of salary in the case of team-taught/co-taught courses. Laboratory duties in courses with a 3-hour weekly laboratory are assumed to count for the equivalent of half the weighting of a lecture course. Seniority for individualized instruction is outlined in Article 12:19 (b) below. For the purpose of seniority credits:
  - i) a regular, one semester course (or three hours per week over the course of one semester) constitutes three (3) credits. A regular, one semester laboratory course shall constitute 1.5 credits.
  - ii) supervision of individualized courses (reading courses, directed studies courses, and scheduled research projects) shall receive  $\frac{1}{2}$

the credits of a normal course, per session delivered and irrespective of the number of students involved.

- iii) supervision of fourth year thesis students shall receive ½ the credits of a normal course per student supervised. If supervision is shared, the member shall receive credit for that portion of the course equivalent supervised by them, on a prorated basis.
  - iv) in the cases of team-taught and co-taught courses, each Member shall receive credit for that portion of the course delivered by them, on a prorated basis.
- (b) Seniority shall be retained during academic years in which a Part-time Contract Faculty member is not offered reappointment but will expire if a Part-time Contract Faculty member has not taught for the University for a period exceeding three instructional years. If the member has signed a contract for a course which the University cancels due to insufficient enrolment, the member shall not earn seniority but shall not lose it.
  - (c) Notwithstanding the foregoing, Part-time Contract Faculty may request leave from the roster as per Article 15. Such application shall be made on a one-year-at-a-time basis and shall not be unreasonably refused.
  - (d) Seniority lists and ROFR lists will be maintained and updated each term by the Dean's Office. The updated lists will be posted by the Dean's office to the PTCF email alias by the end of the first month of each term, and emailed to the Part-time Union Vice President or designate.

#### Right of First Refusal

- 12.20 Part-time Contract Faculty Members shall be deemed to have Right of First Refusal (ROFR) status with respect to a particular course or a substantially similar course provided that they have successfully completed the formal review process as per Article 11:04 or by virtue of 11:10. For the purpose of Articles 12:20, 12:21, 12:22, 12:23, 12:24 and 12:25, references to Right of First Refusal (ROFR) status shall include all forms of ROFR as applicable to the course in question.
- 12.21 Members with Right of First Refusal status shall have first right of reappointment to teach the course for which they hold ROFR in the order ROFR was earned at the applicable campus location.
- 12.22 When a position is available for a course or substantially similar course for which a Member has ROFR status at the applicable campus location, and the Member has maintained satisfactory teaching performance, the Dean shall offer the Member an appointment to teach the course.

- 12.23 In all cases, where two or more Members with ROFR status have equal ROFR seniority for a particular course, the PTAC shall forward a recommendation to the Dean.
- 12.24 All forms of Right of First Refusal status (ROFR, CROFR, TTROFR) for a particular course shall be deemed to have been lost if a member has a break in service with teaching this course of more than 36 months unless other mitigating circumstances are involved as provided for in Article 15.
- 12.25 Having obtained ROFR status, a member's performance on each course shall be evaluated using the Student Feedback of Teaching form. Where a Student Feedback of Teaching or University concerns result in an assessment that the member's performance is of concern, the Department Chair and the Faculty Chair shall meet with the member with the objective of effecting improvement in the member's performance. This meeting will be conducted within two months of the conclusion of the course at issue. A Formal Teaching Review, as defined in Article 11, 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 status.

#### Letter of Appointment

- 12.26 Appointments shall be made by the Dean on the recommendation of the PTAC only after submitting the PTAC Recommendation Form, which includes certification that all PTAC members have actively participated in the process, either electronically or in person. The Dean may ask the PTAC to reconsider its recommendation, giving written reasons for their request. The Dean may overturn a recommendation of the PTAC provided they can demonstrate justifiable rationale.
- 12.27 The successful candidate shall receive a letter of appointment from the Dean specifying the terms of employment, including:
- (a) department or unit in which the appointment is made, and the course to be taught;
  - (b) salary;
  - (c) type of appointment: Sessional Lecturer, Sessional Lecturer with ROFR status, Sessional Distance, Sessional Distance with ROFR status, Lab Instructor, Lab Instructor with ROFR status, Writing Lab Instructor, Writing Lab Instructor with ROFR status, Math Lab Instructor, or Math Lab Instructor with ROFR status. If the course is to be co-taught or team-

taught, the type of appointment shall be appropriately modified to indicate such;

- (d) date on which the appointment commences, and duration of the appointment;
- (e) the number of seniority credits earned for the appointment and the total number of seniority credits accrued by the member prior to the appointment;
- (f) a statement that the Union is the sole and exclusive bargaining agent for Members;
- (g) a statement that the appointment is subject to the terms of this Agreement;
- (h) a requirement, when signing the letter of appointment, to give preferred contact information, including telephone and an alternate e-mail, to be used by students, faculty and administration during the following 12-month period. The letter will include appropriate spaces for providing this information or for notifying the Dean's Office that there has been no change since the last time it was reported.
- (i) specific instructions on how to access PERF forms and the member's current PERF fund status;
- (j) such other terms and conditions of the appointment which have been agreed upon by the Member and the University provided they are not inconsistent with the terms of this Agreement.

Copies of the letter of appointment shall be sent to the Part Time Union Vice President or designate.

#### Team-Teaching:

12.28 The sole purpose for team-teaching is to allow two or three members to share a course to reduce the workload of each member. It is recognized that this situation is not ideal and should be considered an exception rather than the norm.

12.29 Members holding Team-Teaching Right of First Refusal (TTROFR) status for a course shall be entitled to the right of first refusal for all future offerings of the course made available as a team-taught course while the TTROFR status remains active. No TTROFR status can be used as a right of first refusal for the

entire course to which the right applies. A member may not apply to teach the other portion while exercising their right to the TTROFR portion of the course.

- 12.30 TTROFR status can only be used to claim a team-teaching portion of the associated course when the department designates the course to be a Team-taught course.
- 12.31 A member with ROFR status for a course has the right of first refusal to any team-teaching portion of a course made available to the part-time contract faculty. If the entire course is offered, a member with ROFR status for the entire course shall have the first right of refusal over any member with a TTROFR status on a portion of the course.
- 12.32 The awarding of team-teaching positions to part-time members with TTROFR status shall follow the procedure as described in Articles 12:11 with the exception of references to ROFR shall be replaced with TTROFR.
- 12.33 Where no TTROFR exists or those members with the status have declined the posting, the rules regarding the advertising and awarding of the position described for other offerings shall apply.
- 12.34 Seniority credits for a team-taught course shall be pro-rated to reflect the portion of the course taught by the member.

Co-Teaching:

- 12.35 The sole purpose for co-teaching is to provide the necessary academic expertise to satisfy the requirements of an multidisciplinary course. Such courses will commonly be cross-listed between two distinct departments. In such cases, it is uncommon for a single faculty member to have the requisite academic expertise; as such two faculty members will be required to share the teaching of the course.
- 12.36 Members holding discipline specific Co-teaching Right of First Refusal status (CROFR - discipline specific) status for a course shall be entitled to the right of first refusal for all future offerings of the course while the CROFR status remains active. The right will apply only to that portion of the course relating the discipline specified in the CROFR status. No CROFR status can be used as a right of first refusal for the entire course to which the right applies. A member may not apply to teach the other portion while exercising their right to the CROFR (discipline specific) portion of the course.

- 12.37 CROFR (discipline specific) status can only be used to claim a co-teaching portion of the associated course when the department designates the course to be a Co-taught course or when a course is specifically identified as a cross-discipline course in the calendar description or because the course is cross listed between two disciplines in separated departments.
- 12.38 A member with ROFR status for a course has the right of first refusal to any co-teaching portion of a course made available to the part-time contract faculty. If the entire course is offered, a member with ROFR status for the entire course shall have the first right of refusal over any member with a CROFR status on a portion of the course.
- 12.39 The awarding of team-teaching positions to part-time members with CROFR (Discipline specific) status shall follow the procedure described in Articles 12:11 with the exception of references to ROFR shall be replaced with CROFR.
- 12.40 Where no CROFR (Discipline specific) exists or those members with the status have declined the posting, the rules regarding the advertising and awarding of the position described for other offerings shall apply.
- 12.41 Seniority credits for a co-taught course shall be pro-rated to reflect the portion of the course taught by the member.

### **ARTICLE 13 – TERMS AND CONDITIONS OF EMPLOYMENT**

13.01 The instructional year shall be from May 1st to the subsequent April 30th.

#### **13.02 Off-Campus Teaching**

For the purposes of this clause, three teaching locations shall be identified and defined:

“Primary” campus teaching refers to the Algoma University location to which the member usually reports for work and where the member's faculty office is located in any given semester. The current locations are the main campus in Sault Ste. Marie, and extension operations in Timmins, and Brampton.

“Local” teaching is teaching within a fifty (50) kilometer radius of the primary campus within the city limits where the member's primary campus is located.

“Off-site” teaching is teaching outside the radius of “local” teaching.

- (a) All actual and reasonable transportation costs associated with “local” teaching (such as parking costs, bridge tickets, the standard university kilometer rate or local transportation, including taxis) will be borne by the University.
- (b) Faculty members teaching “off-site” Algoma University courses shall be reimbursed for all actual and reasonable costs of travel to and from the place of teaching, meals and accommodation if necessary. This reimbursement shall take the form of either the standard university kilometer rate, with rental vehicles used for extensive travel, or bus, train or plane ticket costs as appropriate.
- (c) In addition to the expenses covered by the University for “off-site” teaching, members engaged in “off-site” teaching will be allowed to charge the expenses of one extra day and night, to be used at either end of their teaching duties, as reasonable considering the distance involved. Consideration will be given on an individual basis to coverage of extraordinary child-care or elder-care expenses to a maximum of \$50/day.

### 13.03 Working Conditions

The University acknowledges a continuing responsibility to maintain a climate in which the responsibilities of the contract faculty may be carried out, and undertakes, therefore, to continue to provide a reasonable level of facilities and support services consistent with this responsibility.

The University will endeavour to maintain reasonable levels of working space, secretarial services, laboratory facilities, instructional aids, library and technical expertise, and support services, including telephone, computing, printing and copying. The University will endeavour to provide equipment upgrades to deliver quality programs.

The University will provide:

- (a) One secure office space per Extension Operation for the use of part-time contract faculty with a minimum of a lockable storage facility, work station with computers, telephone, and access to a photocopier; and two secure offices on the Sault Ste. Marie Campus, one of which must be in the Convergence Centre, for the use of part-time contract faculty with a lockable storage facility, multiple work stations and computers, telephone, and access to a photocopier. Whenever any new academic space is added to the University facilities, the University will consider providing additional offices specifically for the use of part-time contract faculty, equipped as mentioned above;



- (b) Meeting space for confidential meetings, to be booked as required, within scheduling constraints;
- (c) One secure individual locker to members upon request;
- (d) IT/AV support will be available for extended hours during fall and winter terms to assist part-time contact faculty. The University will make best efforts to secure IT/AV support until 8:00pm during this period;
- (e) Space for individualized instruction, within scheduling constraints;
- (f) An employee may request in writing, stating reasons, that the Employer complete the form required for Revenue Canada (currently the T2200 Form) for the employee to use in support of a claim for home office expenses. Such a request shall not be unreasonably denied. This request must be accompanied by the form entitled "Request for a T2200 – Declaration of Employment Conditions" located on the University intranet site.

13.04 In order to assist Members with teaching duties the University agrees that,

- (a) during the term of their teaching contract, and for a period of six (6) months following the end of their teaching contract:
  - (i) members will have library privileges on the same terms as full-time faculty;
  - (ii) the University will provide members with an individual mailbox to receive correspondence and teaching material;
- (b) during the term of their teaching contract, and for a period of twelve (12) months following the end of their teaching contract, members will maintain their University email address;
- (c) the University will provide:
  - (i) a suitable location and classroom set up services for exams, and where determined by the Registrar or designate to be reasonably necessary, additional proctors; and
  - (ii) teaching assistant(s) for the classroom, where determined by the CAO or designate to be reasonably necessary to maintain the integrity of course delivery.

### 13.05 Distance Education

Distance courses include, but are not limited to, courses which are taught by correspondence, teleconferencing, videoconferencing and the Internet. Distance courses do not include courses that are taught in person whether they are taught off campus or offsite.

- (a) A request to develop and/or offer a distance course must be submitted to the Curriculum Committee by the Faculty or the Dean.
- (b) The University shall endeavour to provide appropriate resources and support to faculty members developing distance education courses to ensure that quality products are developed.
- (c) The Curriculum Committee shall approve the delivery method of each course proposed for distance delivery. Approval will take into consideration the match of content and delivery mechanism and the quality of the learning experience available to distance students. The Curriculum Committee will use the services of Internal and/or External Academic Experts in their deliberations. This prior approval of the Curriculum Committee is obligatory before any course is offered by distance delivery.
- (d) Distance course delivery shall include an evaluation component. The evaluation component will be used by the Curriculum Committee as part of the review the second and subsequent times a distance course is proposed.
- (e) The course compensation for distance education is detailed in Article 27:11. This does not apply to courses taught off-site.
- (f) Distance education courses, aside from online courses, must include instructor contact time with students of 12 (twelve) to 36 (thirty-six) hours per three credit course as required to meet the course objectives. Tutorial contact hours, when required for the course, will be provided in addition to the instructor contact hours.

### 13.06 Reading Course

Reading courses are offered as individual instruction on a case-by-case basis as needed to enable a student to complete their academic program in a reasonable time frame. It is understood that reading courses do not constitute a primary means of delivery of an academic program.

- (a) The Dean and the Registrar approve all requests to offer reading courses.

- (b) The member must submit a course outline with each request for a reading course outlining the delivery mechanism, the main content, and the evaluation scheme.
- (c) Part-time Contract Faculty shall not be required to teach reading courses.
- (d) See Article 27:06 for the stipend for instructing reading courses.

## **ARTICLE 14 – PART-TIME CONTRACT FACULTY WORKLOAD PROVISIONS**

### **14.01 Workload**

For the purpose of this Agreement, the teaching terms shall be defined as:

Fall Term (September 1 – December 31);  
Winter Term (January 1 – April 30); and  
Spring Term (May 1 – August 31).  
Intersession (May – June, June – July) courses are considered as part of the Spring Term.

In the event that a course straddles two teaching terms, the course will be assigned to the term during which the majority of the teaching hours occur.

- 14.02 Members teaching a course are employed for the entire period of the term or terms in which the course is scheduled, inclusive of time for preparation, teaching, marking assignments, final examinations, and submission of final grades. In the event that the Senate Policy on Appeals is exercised, it is incumbent upon members to uphold the policy even after the employment period has ended.
- 14.03 Members who teach courses on a team-taught basis shall have their employment period and hours of work determined on a prorated basis in accordance with the period for which they have duties and responsibilities for instruction in the course.
- 14.04 For the University's reporting for the purposes of Employment Insurance: a 3-credit course shall be deemed to be the equivalent of 198 hours of work; a regularly scheduled three-hour per week lab will constitute the equivalent of 96 hours per term; individualized instruction courses will constitute the equivalent of 39 hours per term. A Record of Employment will be provided within five calendar days following the end of the pay period.

## **ARTICLE 15 – TERMS AND CONDITIONS OF LEAVES**

### **15.01 Political Leave**

The Board will, on written request from a PTCF member, grant leave of absence as follows to members who are candidates for office in the Parliament of Canada or a Provincial Legislature. Such consent shall not be unreasonably withheld.

- (a) The member shall make every attempt to give the greatest possible notice of intention to run for political office.
- (b) If elected to any of the above offices, the member's seniority and ROFR status shall be retained during their term of office up to a maximum of five years.

### **15.02 Court Leave**

Members who are summoned to be witnesses or jurors by a court or anybody with the power of subpoena, shall, if their attendance requires them to be absent from their scheduled responsibilities, notify their Chair (or equivalent) of the summons as soon as possible. Members shall supply the Chair (or equivalent) with a copy of the summons.

Members who have complied with the foregoing shall be granted a leave of absence with full pay, less any remuneration received by the court, and, if applicable, benefits during the period of service to the court or summoning body, or to the end of their appointment, whichever comes first.

### **15.03 Medical Leave – Non-Occupational Illness or Injury**

In the event of illness, a PTCF member shall be granted medical leave with full pay, plus benefits if applicable, for up to two (2) weeks in each term.

A Member unable to attend to their duties because of illness or accident shall advise by email their Department Chair, the Academic Dean and the Faculty Support Services Assistant alias promptly. For medical leaves expected or actually lasting longer than one week, the Member shall produce medical documentation from the member's treating health care professional, satisfactory to the University, of such non-occupational illness or injury. The medical documentation requested will be submitted to the Director of Human Resources or designate and kept on file in the office of Human Resources.

While on medical leave, a Member shall continue to accrue seniority credits.

Medical leave benefits are not cumulative and are not reimbursed upon termination of employment or at any other time.

#### 15.04 Workplace Safety Insurance Board (WSIB) Benefits – Occupational Illness or Injury

If the cause of absence from work is illness or accident compensable under the Workplace Safety and Insurance Act, the Member shall apply for compensation under the provisions of the legislation.

An Employee Incident Report obtained from the Algoma University website must be completed by the member and submitted to the Director of Human Resources or designate within the required timelines as outlined on the Employee Incident Report. Medical documentation from the member's treating health care professional will be required to accompany the form for all health care and lost time incidents reported.

If the Member receives such benefit, the University shall pay the difference between 100% of the Member's full pay, including benefits if applicable, and the compensation received from WSIB for a maximum period of 4 months or until the expiration of the Member's appointment, whichever comes first.

#### 15.05 Other Legislated Leaves

The *Ontario Employment Standards Act, 2000*, as amended (the "ESA") provides specific rights and responsibilities with respect to legislated leaves related to family responsibilities. These provisions will apply to members.

A member may apply in writing for one of the legislated leaves provided they meet the requirements for the leave type as outlined in the ESA. In each instance, a member who intends to take one of the leaves must inform Human Resources in writing that they will be taking such leave. Human Resources will provide the PTCF member with assistance in completing the necessary forms.

Members on any ESA leave shall retain seniority and ROFR status they possessed at the beginning of that leave.

#### 15.06 Professional Development

A Member may apply to the Dean for release time from normally assigned, scheduled duties in order to attend a conference, seminar or workshop for academic and professional development related to a Member's duties. Such requests shall be in writing and provide rationale as to how the integrity of the course syllabi shall be maintained. Such an absence shall be approved in writing, in advance, by the Dean in Consultation with the Department Chair and the Faculty Chair.

## **ARTICLE 16 – PERSONNEL FILES**

- 16.01 There shall be one official personnel file for each member. The personnel file shall be kept in the Office of the Academic Dean. This official file shall be the only file used in decisions respecting any and all terms and conditions of employment of a member. The documents constituting the official personnel file shall 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. The official personnel file and copies thereof shall be clearly marked as confidential. All the restrictions specified in this article which apply to the official personnel file apply equally to all copies of the files.
- 16.02 The personnel file of each member shall contain only material pertaining to the employment of the member. The material in the personnel file may include, but shall not be limited to, the member's curriculum vitae, university transcripts, letters of application, references, salary and work history, evaluations, disciplinary material, decisions and recommendations together with the reasons arising from personnel decisions involving the member, and copies of material reflecting professional development and achievement. Any material not added to the personnel file shall not be used in any process to the disadvantage of the member. Members have the right to update files at any time.
- Any files created for assessment purposes shall be deemed to be part of the official personnel file. As new documents are created or obtained in the assessment process, they shall be added to the file.
- 16.03 A Union part-time member shall have the right to examine their personnel file during normal business hours in the presence of someone in authority. Letters and assessments, including the authorship, shall be placed upon receipt in the personnel file of the member, which the member shall have the right to copy at the member's expense.
- 16.04 Information contained in the file shall not be made available to third parties except (a) in official university administrative purposes; (b) in the grievance procedure; (c) when authorized by the member concerned; (d) as provided by law; (e) as required by any Article contained in this Agreement.
- 16.05 It is a member's responsibility to verify the content of their personnel file on an annual basis. Members shall have the right to have all of their files supplemented or corrected in the event of error or inadequacy. In the event of alleged distortion, members shall have the right to submit additional material for inclusion in their personnel files.

- 16.06 A sign-off sheet shall be included in each individual personnel file. The sign-off sheet shall indicate the name of each person who accesses the file, the date and time the file is accessed, the segment of the file that is accessed and the reason for accessing the file. Such recording shall exclude required access for filing and administrative purposes by the President and Vice-Chancellor, Dean and Human Resources staff.
- 16.07 Letters of reference shall be made available in their entirety to the appropriate committees dealing with appointments, promotions, dismissal and grievance, as applicable. The members of such committees shall treat such letters and assessments as confidential.
- 16.08 The only anonymous material that shall be kept concerning a member is the numerical portion of Student Feedback of Teaching. Members can advise the Dean's office that the commentary portion should also be retained in the member's file. The introduction of any other anonymous material into a proceeding shall be sufficient in and of itself to invalidate the proceeding.
- 16.09 All medical records will be maintained in the office of Human Resources.
- 16.10 The member will be notified by email of anything added to their personnel file that was not already corresponded to the member in writing by the Office of the Academic Dean.

#### **ARTICLE 17 – SUSPENSION, DISCIPLINE AND DISMISSAL**

- 17.01 A member may be disciplined only for just, reasonable, and sufficient cause. Such disciplinary action shall be reasonable and commensurate with the seriousness of the violations.
- 17.02 The only disciplinary measures that may be taken by the University are the following:
- (a) a letter of warning;
  - (b) a letter of reprimand;
  - (c) suspension with pay
  - (d) suspension without pay;
  - (e) dismissal for cause.
- 17.03 Letters of warning or reprimand must be clearly identified as being disciplinary measures.

- 17.04 Suspension is the act of the University in relieving a member of all university duties for cause without their consent.
- 17.05 Dismissal for cause means the termination of an appointment by the University without the consent of the member. It does not include: non-renewal of an appointment, layoffs by reason of financial exigency, or program redundancy.
- 17.06 The University bears the onus of proving that any disciplinary action taken was for just, reasonable and sufficient cause.
- 17.07 All disciplinary action shall be initiated within 30 days of the date the University knew of the occurrence of the matter giving rise to the discipline.
- 17.08 The Dean shall initiate discipline procedures by notifying the member to meet with him/her in the presence of the Director of Human Resources or designate, Department Chair and a Union representative. The part-time contract faculty member shall have the right to be represented by their Union representative, at this meeting and the Dean shall inform the member of that right at the time that the member is notified of the meeting. The meeting shall take place within thirty (30) days of occurrence giving rise to the discipline. The member shall be given at least five days' notice of the time and place of the meeting and the nature of the alleged cause for discipline, in writing. An attempt shall be made at the meeting to resolve the matter in a manner satisfactory to all concerned.
- 17.09 If no satisfactory solution is reached at the meeting provided for in 17.08 above, the Dean shall advise the member in writing of the disciplinary action that is being taken and the specific details of the disciplinary action including all names, places, and dates of the incidents. This notice shall be sent within five (5) days of the meeting by mail to the member at the last known address, with a copy to the Union representative.
- 17.10 The University shall make every reasonable effort to notify the member of the meeting contemplated in 17:08 above, including contact through the Union executive. If the University is unable to so notify the member, the meeting shall be dispensed with and the Dean may immediately give notice of discipline in accordance with 17:08 above.

## **ARTICLE 18 – AMALGAMATION, CONSOLIDATION, MERGER OR EXPANSION OF THE UNIVERSITY**

- 18.01 In the event of an amalgamation, consolidation or merger of Algoma University with any other institution, the provisions of the Ontario Labour Relations Act, as amended from time to time shall apply.



- 18.02 The terms and conditions of this Agreement shall, during the life of the Agreement, be binding on the heirs, successors, transferees or assignees of the University or of the Union.

## **ARTICLE 19 - COPYRIGHT**

- 19.01 The creator is understood to be the faculty member or members responsible for creating the property. Copyright for all intellectual property resides with the creator, even when that property is produced using university resources. When intellectual property is created by two or more people, the copyright for that property is shared among those creators. The parties agree that the Creator shall hold copyright to any work including any creative work, printed material, computer program, films, slides, tapes, or similar materials produced by Members as part of their normal workload for the University. The copyright in assessment, grading, reports or correspondence pursuant to the member's normal administrative or professional duties with the University shall be retained by the member, who shall be deemed to have granted the University a perpetual free license to use these materials or any part thereof in the course of its normal, non-commercial, institutional business. The member(s) shall retain such copyright throughout their lifetime; upon their death all such rights shall devolve upon their estate(s).
- 19.02 If the University requests a work for alternative mode delivery, including a creative work, printed material, films, slides, tapes, computer programs or similar materials from a Member for use in instructional programs, the University will in all cases arrange for the development of this course material through a special contract with the Member(s) which sets out terms in accordance with the terms in this Agreement. In the absence of any agreement to the contrary, the Member shall be the first owner of the copyright therein. A Member entering into such a contract with the University shall be notified of the terms of this paragraph prior to signing the contract. The Union shall receive a copy of such notification. Copies of all works subject to the policy stated in this paragraph shall contain a statement or marking identifying the ownership of copyright, and with appropriate credit, the contributors.
- 19.03 All special contracts for alternative delivery mode instructional course materials shall contain a clause which prohibits the creator from using parts of any course that they have created in a course for another University during the period in which the course as designed by the creator is offered by Algoma U and for a period of 3 years after such time as the creator leaves Algoma U. Upon departure from Algoma U, the creator shall license the course to Algoma U, subject to the terms in Article 19:11 below.

- 19.04 The master copy of any alternative delivery mode instructional course materials shall be the property of the creator. However, the University shall be responsible for the custody and control of such works and copies thereof.
- 19.05 Where consent, fees or licenses are required for the use of incorporated materials in instructional courses under the terms of this Article, the contributor shall notify the University by provision of a list of works which require such clearance. The University shall have the right to refuse to accept requests for copyright clearance, which are judged to be prohibitively expensive.
- 19.06 The Members who are the authors of any alternative delivery mode instructional course materials shall sign a warranty that the work is original and that, to the best of their knowledge, it does not violate any existing copyright.
- 19.07 From time to time, the University may require revisions in alternative delivery mode courses in order to ensure that proper and current academic standards are met.
- 19.08 Further, the author of work as defined in Article 19:02 above may, at any time after three (3) years of use, and at three (3) year intervals thereafter notify the University of the need to revise such a work. The University and the Member shall negotiate the amount the University will pay to defray the costs of such revisions including the Member's fee.
- 19.09 The revision process of alternative delivery mode course materials shall be regarded as the joint responsibility of the author of the work and the University. If the author chooses not to undertake the revision or if the author has not accepted the University's request for revision within one (1) month of receipt of that request or if the author is no longer a member of the University, then the University shall choose an individual to design a new course. The author of the original course shall retain sole custody and control of the original version of the course, subject to Articles 19:03 and 19:04 above. Where the author is no longer a member of the University, notice of intention to revise and of the proposed revisions shall be sent to him/her by registered mail at the last known address. In the event that the author and the University cannot agree on the nature and extent of the revisions, the University may with the agreement of the copyright holder engage someone else to make revisions, or the University may discontinue use of the course and engage the services of someone approved by the academic unit to design a new version of the course.
- 19.10 The University shall negotiate a fee for any revisions that are made at the University's request.
- 19.11 Where there are royalties from the exploitation of the copyright of the academic works referred to above, other than scholarly text and/or articles, and where the production of the work is dependent upon a direct allocation of University funds,

staff, equipment or other resources (not to include the faculty member's salary with the provision of office space), the proceeds from the royalties shall be divided between the member(s) and the Employer, such that seventy-five (75) percent of the proceeds of the royalties shall be allotted to the Employer until such time as the costs of the Employer's direct support of the costs of production have been met. Thereafter, the royalty rights shall revert to the holder(s) of the copyright, unless otherwise agreed in writing between the member(s) and the Employer. Members exploiting any work that has been originated or developed with the direct support of the Employer shall so inform the Employer. The burden of establishing the amount of the costs incurred in the provision of such direct support shall lie on the Employer.

- 19.12 Seventy-five (75) percent of the "net proceeds" of any fees or royalties that the University receives for the use by another party of a work to which the member has copyright under the terms of this Article shall be to the member. "Net Proceeds" shall mean the fees and royalties received less direct costs incurred by the University, including but not limited to the costs of reproduction, administration and distribution.
- 19.13 If practicable the Members shall receive, upon request, a copy at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced of any work produced by them for the University and to which the Creator holds copyright under the terms of this Agreement.
- 19.14 Should the University wish to erase or otherwise destroy part or all of a work to which it has copyright under the terms of this Agreement, the creator shall be given notice of such intention and shall have one (1) month in which to make known their wish to receive a copy of the section(s) to be erased. If the creator expresses such a wish within the time limit, they shall receive a copy of those sections at a cost not exceeding the cost of the tape/film/recording or other medium upon which the work has been produced plus reasonable administrative costs arising there from.

## **ARTICLE 20 – COPIES OF THE AGREEMENT**

- 20.01 The Collective Agreement will be produced and printed by the Union. The Employer will be provided with a PDF and WORD copy of the agreement when it is finalized for printing. The Employer will post a signed copy on the website for all members.

## **ARTICLE 21 - INFORMATION**

### **21.01 Information Concerning Members**

The University shall make available to the Union, by the add/drop date of each term, a list stating the name, number of credits taught and semester during which employment occurs at the request of any member of the Union executive.

### **21.02 Information for Contract Administration**

The parties agree to exchange upon written request such information as is necessary for the administration of this Collective Agreement. This shall not be construed to require either party to compile information and statistics in the form requested if such data are not information.

### **21.03 Information for Collective Bargaining**

The University and the Union agree to make available to the other party upon written request and within a reasonable time thereafter information that is agreed to be required for the negotiation of a Collective Agreement. This shall not be construed as to require either party to compile information and statistics in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

## **ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**

22.01 The Employer and the Union agree that the Employer, the members and the Union each have responsibilities and obligations under the *Occupational Health and Safety Act* (Ontario) and will abide by their respective responsibilities and obligations.

## **ARTICLE 23 – COMPLAINTS, GRIEVANCES AND ARBITRATION**

### **23.01 Preamble**

The parties agree to make every reasonable effort to settle all complaints and grievances in a prompt, just and equitable manner. Except as specified in this Collective Agreement, the procedures detailed hereunder shall be the sole method for the resolution of complaints or grievances arising from the interpretation, application, administration, or alleged violation of this Collective Agreement.

Every effort will be made to resolve complaints informally at the Complaint Stage. Only once the Complaint Stage has concluded can a complaint move to the Grievance Stage.

There shall be no discrimination, harassment or coercion of any kind by either party or their agents against any person who elects to use these procedures.

Individuals from either party who have a conflict of interest will recuse themselves immediately from the process. An appropriate replacement will be named as required.

### 23.02 Definitions

- (a) Complaint: A complaint is a claim or dispute involving the interpretation, application, administration or alleged violation of this Collective Agreement. A complaint may lead to a grievance should either party fail to resolve the claim or dispute to the satisfaction of the other party through the procedures of the Complaint Stage as described in Article 23:04.
- (b) Grievance: A grievance is an unresolved complaint involving the interpretation, application, administration or alleged violation of this Collective Agreement. A grievance may lead to arbitration should either party fail to resolve the grievance to the satisfaction of the other party through the procedures of the Grievance Stage as described in Article 23:05.
- (c) Complainant: The complainant is the University, or individual member, or the Union which initiates a complaint on behalf of a member or group of members or itself.
- (d) Grievor: The grievor is the University, or the Union/member which initiates a grievance.
- (e) OPSEU Steward, OPSEU Staff Representative or OPSEU Grievance Officer: The representative of the grievor and/or Union in all aspects of the complaint, grievance and arbitration procedures.

### 23.03 Types of Grievances

- (a) Individual Grievance: A grievance initiated by the Union on behalf of an individual member.
- (b) Group Grievance: A grievance initiated by the Union on behalf of a group of members.
- (c) Policy Grievance: A grievance initiated by the Union that may involve a matter of general policy or of general application of the Collective Agreement.

- (d) University Grievance: A grievance initiated by the University that may involve a matter of general policy or of general application to the Collective Agreement.

All of the above grievances must first be initiated as complaints unless otherwise specified by this Collective Agreement.

#### 23.04 Complaint Stage

- (a) Should any difference arise between the University and any Union member regarding the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement, it is the mutual desire of the parties that the complaint be resolved as promptly as possible.
- (b) It is understood that all Individual, Group or Policy complaints are initially discussed with the Academic Dean or designate. All University complaints will be addressed through informal discussions with the Union and the member. All initial individual complaint discussions must include the member. The member has the option of being accompanied by a Union Steward.
- (c) While issues are welcomed to be resolved at any time, in order for them to be eligible for any formal stages outlined below, this initial discussion in 23:04 (b) must take place within fourteen (14) calendar days of the event giving rise to the complaint or awareness is established of the event giving rise to the complaint.

In the case of individual complaints the above timeline pertains specifically to the member. Furthermore, if the individual complainant opts to be represented by a Union Steward, the 14 day timeline refers to the act of scheduling the discussion outlined in 23:04 (b) – in this case, the discussion in 23:04 (b) must take place within fourteen (14) calendar days from the first attempt to schedule the discussion.

- (d) Resolutions in this Complaint Stage must not violate the terms of this Collective Agreement. If a resolution is reached in this complaint stage, it may be reduced to writing, signed by both parties, and a copy of the signed document provided to the Unit Vice-President of the Union.
- (e) If the informal discussions are unsuccessful in resolving the complaint, a grievance may be filed and submitted to the Grievance Stage within a

period of seven (7) calendar days from the conclusion of the discussion(s) outlined in 23:04 (b).

#### 23.05 Grievance Stage

- (a) Grievances filed by the Union and/or the University shall be filed in writing to the University and/or Union Local President or designate and shall include the following:
  - (i) the article(s) of this Collective Agreement relied upon or claimed to have been violated, misinterpreted or improperly applied;
  - (ii) the nature of the grievance;
  - (iii) the facts upon which the grievance is based; and
  - (iv) the remedy sought.
- (b) No later than ten (10) calendar days following receipt of the grievance, the University's designates, and the Union's designates (including the member filing the grievance) must meet to make every reasonable attempt to resolve the grievance.
- (c) If the grievance is resolved at this stage, such settlement shall be reduced to writing and countersigned by both the University's designate(s), the Union's designates and in the case of an individual grievance, the grievor within seven (7) calendar days of the meeting(s) at which the settlement was reached.
- (d) In the event the grievance has not been resolved within ten (10) calendar days of the meeting(s) in (b) above, the denying party (University or Union) shall forward in writing to all parties participating in the Grievance Stage the reasons for denying the grievance. In the case of an Individual Grievance, the grievor shall receive a copy of the denial letter.

#### 23.06 Time Limitations and Extensions

- (a) In the event that a party fails to meet its obligations within the time limits provided under Articles 23.04 or 23.05, the other party may submit the matter to the next stage in the complaint, grievance or arbitration process

as if a negative reply had been received on the last day for meeting these obligations.

- (b) In the event of illness of a complainant or grievor or in the event of their temporary absence from campus, the time for initiating a complaint or grievance process may be extended through the mutual agreement of the Union and the University.
- (c) In the event of the illness of the Dean or pertinent members of the Union or in the event of their temporary absence from campus, the time for initiating any type of complaint or grievance may be extended through the mutual agreement of the Union and the University.
- (d) The timelines specified in this Article may be extended through the mutual agreements of both parties.

#### 23.07 Arbitration

- (a) If the Grievance Stage is unsuccessful in resolving the grievance, the Union or University may, within fourteen (14) calendar days of the receipt of the response specified in 23.05 (d) above, given written notice to all parties involved with Grievance Stage its intention to submit the disputed matter to arbitration.

Despite submitting the grievance to arbitration, it is acceptable for both parties to work towards a settlement of the grievance while awaiting arbitration proceedings. Such settlement if reached shall be reduced to writing and countersigned by both the University's designate(s), the Union designate(s), and in the case of an individual grievance, the grievor. In the case of an Individual Grievance, the grievor shall receive a copy of the settlement. No details of these discussions may be used in Arbitration as evidence.

- (b) Arbitration Board

- (i) Where the parties can agree, a one-person arbitrator may be appointed in lieu of the Arbitration Board. The parties shall choose an arbitrator from any recognized list of arbitrators. Should the parties fail to agree on the appointment of an arbitrator within fourteen (14) calendar days of receipt of the notice specified in 23.07 (a), the arbitrator shall, upon request of either party, be appointed by the Minister of Labour of Ontario as provided for



under Ontario's Labour Relations Act. Otherwise, there shall be an Arbitration Board composed of three (3) persons: A nominee of each of the parties and a chairperson to be chosen jointly by the two nominees.

- (ii) No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance in process.
  - (iii) At the time notice is given of a request for arbitration, the party giving the notice shall indicate the name of its nominee on the Arbitration Board, and, within seven (7) calendar days, the other party shall reply, naming its nominee. The two nominees will then select a chairperson for the Arbitration Board.
  - (iv) If the recipient of the notice fails to nominate an arbitrator or if the two nominees fail to agree on a chairperson within five (5) calendar days of their appointment, any required appointment shall be made by the Minister of Labour for the Province of Ontario at the request of either party.
  - (v) The Arbitration Board shall determine its own procedures, but all parties will be given full opportunity to present evidence and to make any representation.
  - (vi) The decision of the Arbitration Board shall be final, binding and enforceable on both parties; provided that the Arbitration board shall not have the power to alter, add to, modify or amend the Agreement in any respect whatsoever.
- (c) Each party shall bear the fees and expenses of its appointed arbitrator and one half of the fees and expenses of the chairperson of the Arbitration Board.
- (d) Notwithstanding the above, the parties will abide by current legislation.

#### **23.08 Technical Irregularities**

No technical violation or irregularity occasioned by clerical or typographical error in the written specification of the grievance shall prevent the substance of a grievance from being heard and judged on its merits.

### **ARTICLE 24 – JOINT CONSULTATIVE COMMITTEE**

24.01 The parties agree to form for the duration of the Agreement, a Joint Consultative Committee comprising of three representatives of each party, at least one of

which will be a PTCF member. The Committee shall be constituted within fourteen (14) days of the date of the signing of this Agreement. Membership on this committee will be shared with the other party by July 1st of each year for the following year. Substitution of the PTCF member by another PTCF member will be allowed as required with notification being given by the Union Executive in advance of any JCC meeting. In cases where issues concerning this Agreement are discussed, the JCC's PTCF member must be present.

24.02 The Joint Consultative Committee shall attempt:

- (a) to maintain and develop a spirit of co-operation 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 Union and members; and
- (d) to foster better communication between the various components of the University community.

24.03 The Committee shall meet not later than fourteen (14) days after the request of either party. Each member of the Committee shall receive notice not less than five working days before the scheduled date of the meeting, and shall receive the agenda of the meeting at least forty-eight (48) hours in advance.

24.04 The Joint Consultative Committee shall not have the power to add or modify in any way, the terms of this Collective Agreement, but shall function in an advisory capacity to the Union and/or University with the general aim of ensuring that this Collective Agreement is administered in a spirit of co-operation and mutual respect, and shall seek the timely correction of conditions which may give rise to misunderstandings.

## **ARTICLE 25 – STRIKES AND LOCKOUTS**

25.01 There shall be no strikes or lockouts (as defined in the Ontario Labour Relations Act) as long as this Collective Agreement continues to operate, except as provided for in Article 29 (Duration and Continuance of the Collective Agreement).

25.02 In the event of a lock-out, the University agrees to the continuation of off-campus internet connectivity and off-campus access to voicemail for members of the bargaining unit.

## **ARTICLE 26 – NEGOTIATION PROCEDURE**

- 26.01 Each party shall notify the other in writing of the names of their bargaining team members and only those members shall be recognized.
- 26.02 Either party may, within the period of one hundred and twenty (120) days prior to the expiry of the Collective Agreement, give notice in writing to the other party of its desire to bargain with a view to the renewal of the Collective Agreement.
- 26.03 The first meeting shall take place no later than twenty-one (21) days after the notice to negotiate, at a time and place fixed by mutual consent, unless both parties agree to a change.

## **ARTICLE 27 – SALARIES AND OTHER BENEFITS**

### **27.01 Method of Payment**

The University agrees to pay the Part-Time Contract Faculty Member's salary in equal instalments, less the retainer amount, on a semi-monthly basis for the duration of the teaching contract.

Individualized course instruction will be paid in two equal instalments, the first during the first three weeks of the course, and the second following submission of final grades.

### **27.02 Member's Instructional Rates**

Members shall be paid Member's Instructional Rates as follows for each three (3) credit course, including a course taught off campus, which commences after the date shown below:

**01-Jul-19**

<b>PTCF Base</b>	<b>PT Seniority</b>	<b>Seniority Increment</b>	<b>Seniority Base</b>	<b>4% Vacation Pay</b>	<b>PTCF Total</b>
\$6,317.55	<b>0-29.5</b>	\$0.00	\$6,317.55	\$252.70	<b>\$6,570.25</b>
\$6,317.55	<b>30-59.5</b>	\$37.37	\$6,354.92	\$254.20	<b>\$6,609.12</b>
\$6,317.55	<b>60 89.5</b>	\$80.80	\$6,398.35	\$255.93	<b>\$6,654.28</b>
\$6,317.55	<b>90+</b>	\$120.19	\$6,437.74	\$257.51	<b>\$6,695.25</b>

**01-Jul-20**

<b>PTCF Base</b>	<b>PT Seniority</b>	<b>Seniority Increment</b>	<b>Seniority Base</b>	<b>4% Vacation Pay</b>	<b>PTCF Total</b>
\$6,444.53	<b>0-29.5</b>	\$0.00	\$6,444.53	\$257.78	<b>\$6,702.31</b>
\$6,444.53	<b>30-59.5</b>	\$38.12	\$6,482.65	\$259.31	<b>\$6,741.96</b>
\$6,444.53	<b>60-89.5</b>	\$82.42	\$6,526.96	\$261.08	<b>\$6,788.04</b>
\$6,444.53	<b>90+</b>	\$122.61	\$6,567.14	\$262.69	<b>\$6,829.82</b>

**01-Jul-21**

<b>PTCF Base</b>	<b>PT Seniority</b>	<b>Seniority Increment</b>	<b>Seniority Base</b>	<b>4% Vacation Pay</b>	<b>PTCF Total</b>
\$6,508.98	<b>0-29.5</b>	\$0.00	\$6,508.98	\$260.36	<b>\$6,769.34</b>
\$6,508.98	<b>30-59.5</b>	\$38.50	\$6,547.48	\$261.90	<b>\$6,809.38</b>
\$6,508.98	<b>60-89.5</b>	\$83.25	\$6,592.23	\$263.69	<b>\$6,855.92</b>
\$6,508.98	<b>90+</b>	\$123.83	\$6,632.81	\$265.31	<b>\$6,898.12</b>

Totals are inclusive of 4% vacation pay. Members whose period of employment is five (5) years or more will be entitled to an additional 2% vacation pay, as per the *Employment Standards Act, 2000* (Ontario). For greater certainty, a member will only be entitled to the additional 2% vacation pay if they have instructed (or team or co-instructed) at least one course or lab in each of the four (4) consecutive instructional years immediately preceding the member's current instructional year. Statutory remittances are deducted as required by law.

A member's PT Seniority instructional rate is determined by their Seniority credits earned immediately before the first day of the course.

PTCF members teaching a transition course will be compensated on a prorated basis determined by the number of hours included in that instruction relative to the standard 36 hours of instruction.

27.03 Six (6) credit courses shall be compensated at twice the Member's Instructional Rate for three (3) credit courses. Courses that are defined by the University Calendar as less than the equivalent of three (3) credit, and courses that are team-taught or co-taught shall be compensated on a prorated basis.

27.04 A non-refundable retainer fee of ten percent (10%) of the Member's Instructional Rate shall be paid to the member on the next regular pay period following

acceptance to teach the course offered. This retainer fee counts as part of the Members Instructional Rate for the course.

- 27.05 When scheduled Fine Arts courses and Music courses may otherwise have to be cancelled due to low enrolment, Members may, if they choose, agree to teach a course for an amount less than the Member's Instructional Rate. This amount shall be equal to the Member's Instructional Rate for the course divided by ten (10) and multiplied by the number of students enrolled in the course at the time the course starts. For the duration of this agreement, courses MUSC 1015, MUSC 1115, and MUSC 1101/1102 will continue to use a divisor of eight (8) for the stipend calculation.

27.06 Supervision of Individualized Courses

Supervision of fourth-year thesis students, directed studies, scheduled research projects, reading courses and other individualized for-credit courses may be undertaken by individual members upon the recommendation of their Department, subject to the provisions of Article 12. Supervision for three credits will be remunerated at:

Date	Base	Vacation	Total
July 1, 2019	\$621.15	\$24.85	\$646.00
July 1, 2020	\$627.36	\$25.09	\$652.46
July 1, 2021	\$633.64	\$25.35	\$658.98

Statutory remittances are deducted from the stipend as required by law.

Members whose period of employment is five (5) years or more will be entitled to an additional 2% vacation pay, as per the *Employment Standards Act, 2000* (Ontario). For greater certainty, a member will only be entitled to the additional 2% vacation pay if they have instructed (or team or co-instructed) at least one course or lab in each of the four (4) consecutive instructional years immediately preceding the member's current instructional year.

27.07 Individualized Music Instruction

Music performance instruction will be remunerated for each hour of instruction, inclusive of 4% vacation pay at:

Date	Base	
July 1, 2019	\$53.53	per hour
July 1, 2020	\$54.07	per hour
July 1, 2021	\$54.61	per hour

Members whose period of employment is five (5) years or more will be entitled to an additional 2% vacation pay, as per the *Employment Standards Act, 2000* (Ontario). For greater certainty, a member will only be entitled to the additional 2% vacation pay if they have instructed (or team or co-instructed) at least one course or lab in each of the four (4) consecutive instructional years immediately preceding the member's current instructional year.

**27.08 Laboratory Instructor**

A three-hour laboratory session is remunerated at one half (50%) of the Member's Instructional Rate. Shorter scheduled laboratories are prorated accordingly.

**27.09 Writing and Math Lab Instructor**

Writing and Math Lab Instructors shall be paid the Member's Instructional Rate for a three credit course, as outlined in Article 27.02, based on an average of 11 instructional hours each week over a fourteen-week period.

**27.10 Marking and Grading Assistance**

If a member teaches a 3-credit course that has a total enrolment in excess of 42 students in any given term, the member will be entitled to grading/marketing assistance. The Office of the Dean will confirm eligibility of the member based on enrolment at the end of the add/drop period for the course. The University, through the Office of the Dean, shall provide either paid marking/grading assistance, or a stipend to the member calculated as \$250 plus \$10 per student in excess of 50.

The member must notify the Office of the Dean by the end of the fourth week of classes of their intention to use a teaching assistant, failing which, the stipend will automatically apply. For a six-credit course, the stipend will be doubled.

**27.11 Distance Education**

Members shall be paid as follows for Distance Education courses:

15 – 25 students: Member's Instructional Rate for an equivalent in-class course.

For each additional student over 25: a per student stipend of \$200.

Any teaching assistant (TA) support, other than for required tutorials or labs, which are normally paid for by the University for similar on-campus courses, shall be at the expense of the member. The member may request that the University pay the TA directly and reduce the Member's Instructional Rate by an equivalent amount.

Expenses related to delivering the course including, but not limited to, arranging for and paying proctors, mail and courier fees, collaboration software fees, and consumable supplies will be paid for by the University.

There is substantially more work involved in the creation of distance education courses compared to equivalent in-class courses, as well as a need to learn how to use the associated delivery and communication mechanisms effectively.

Classes with an enrolment less than 15 students will be offered at the discretion of the Dean's Council.

The process for approving and the description of distance education courses is provided under Article 13:05.

#### **27.12 Remuneration for Additional Work**

In recognition of the contributions that part-time contract faculty make to the University through participation in the Union Executive, one three-credit course stipend per year shall be allocated to the Union Executive for allocation in recognition of Union work. During a negotiation year, an additional 3 credits will be provided to the Union Executive for distribution to the Part-Time Bargaining Committee.

#### **27.13 Tuition at Preferred Rates**

Contract faculty members including writing and math lab instructor(s) are eligible for a tuition waiver at 100% of the existing rate, for credit courses, with the exception of reading courses, offered by Algoma University. 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 year in which the dependent attains the age of 26. The tuition waiver is applicable commencing at the beginning of the academic semester in which the member is employed and ending twelve months following. Reading courses do not qualify for a tuition waiver.

Effective as of and following June 29, 2022, the language set out in the preceding paragraph will be of no further force or effect and part-time contract faculty members, including writing and math lab instructor(s), will, as of and following June 29, 2022, be eligible for a tuition waiver at 100% of the existing domestic tuition fee for credit courses (with the exception of reading courses) offered by Algoma University. Such tuition fee waiver(s) may instead be applied to courses taken by the faculty member's dependent(s) or spouses. Dependents are defined as natural and/or adopted children up to the age of 25. Eligibility ceases at the end of the academic year in which the dependent attains the age of 26. For every three (3) credits taught, faculty members will earn a tuition fee waiver for a 3 credit course. Tuition fee waivers shall not be earned for teaching

Individualized Courses pursuant to Article 27.06 and/or Individualized Music Instruction pursuant to Article 27.07. The tuition waiver may only be applied to a course taken within twenty-four (24) months following the beginning of the academic term in which the tuition waiver is earned by the faculty member.

#### 27.14 Athletic Facilities and Parking

For each twelve-month period in which a member is instructing at least one three-credit course or serving as a writing or math lab instructor 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 member is instructing at least one three-credit course or serving as a writing or math lab instructor 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.

For each academic term during which a member is instructing a course, part of a course or an individualized course or serving as a writing or math lab instructor at the Sault Ste. Marie campus, they may purchase a parking pass at 50% of the full-time member rate. This pass will be valid, when purchased, from the time of signing the contract until the member remits final marks for the course, providing that such dates are within two months of the start or end of term. For each academic term during which a member is instructing a course, part of a course or an individualized course or serving as a writing or math lab instructor at any other campus, they shall have the right to be reimbursed for the cost of parking fees, up to a maximum of \$12.50 per month, in accordance with and subject to the University's expense policy.

#### 27.15 Relocation Expenses

The University will pay, upon receipt, valid relocation expenses, such as travel and accommodation, of up to \$750 per three-credit course for all Part-time Contract Faculty who live further than 100 km from the campus at which they are hired to teach and who permanently relocate to a residence located within 100 km from the campus at which they are hired to teach. This relocation benefit may be used only twice.

#### 27.16 Professional Expense Reimbursement

As per article 28:01, the university agrees to provide an annual professional expense reimbursement fund. Individual entitlement is as follows:

- (a) For each 3 (three) credit course, \$160.00 expense reimbursement; and for each course under Article 27.06, \$60.00 expense reimbursement; totals will accrue to a maximum of \$1,600;



- (b) Any entitlement will not accrue to the member until after the add/drop date of the course, as per the University calendar;
- (c) PTCF members may carry forward for one contract year any unused portion of the accrued allowance from the contract year preceding.

#### **27.17 Group Retirement Savings Plan**

All Part-Time Contract Faculty who have at least 90 seniority credits and have accumulated a minimum of eighteen (18) seniority credits in the previous instructional year shall be eligible to join the Algoma University GRSP if they so desire. Eligibility shall be reviewed annually based on the 18 credit minimum in the prior instructional year. Details of the GRSP are available through the Director of Human Resources or designate.

The University will match Part-Time Contract Faculty member contributions of up to 8% of the total member's instructional rate (as per Article 27.02, 27.03, 27.05, 27.08 or 27.09) paid to the rate to the member in the current year to the GRSP.

All Part-Time Contract Faculty who do not participate in the GRSP will be provided 2% of the Member's Instructional Rate in lieu of retirement benefits.

27.18 PTCF members are eligible to participate in the University's EAP at no charge to the member.

27.19 Members participating on the Joint Health & Safety Committee will receive \$34.00 per hour (inclusive of vacation pay). Hours will be calculated as follows: Minimum of one (1) hour of preparation time for each meeting, plus actuals hours to attend meetings and carry out relevant duties of the committee.

### **ARTICLE 28 – PROFESSIONAL EXPENSE REIMBURSEMENT FUND**

#### **28.01 Professional Expense Reimbursement Fund**

- (a) A professional expense reimbursement fund (PERF) will be provided annually by the Board and will be approved by the Academic Dean.
- (b) All part-time contract faculty members are eligible to apply for funds including those not teaching a course in the current term, members on maternity and parental leave, and members on leave as provided for in Article 15.

## 28.02 Administration of the Professional Expense Reimbursement Fund

### (a) Criteria

One hundred percent (100%) of the approved expenses will be paid for up to the maximum allocated to the applicant. PERF will be made available for the following purposes:

- i) Attendance at conferences related to one's instructional discipline;
- ii) Study leading to publication or formal presentation of professional papers, subject to the understanding that the applicant will make available two copies of the completed work to the Algoma University Library and will credit Algoma University for its financial support in any publication resulting from the study;
- iii) Study for course preparation(s), providing that local resources are inadequate in the specific interest areas;
- iv) Computer equipment, books, periodicals and other professional tools;
- v) Academic membership fees.
- vi) Professional development, including teaching workshops, academies and summer institutes.

### (b) Procedures

All expenditures must be pre-approved by the Academic Dean. All required forms and related policies mentioned below are located on the University intranet site.

#### Non-Travel Expenses

- i) A Purchase Order - PERF (P.O.) is to be completed following the guidelines in the Purchasing of Goods and Services Policy.
- ii) The P.O. is to be submitted to the Academic Dean for approval and processing. The P.O. may be submitted electronically to the Academic Dean. Upon return of the scanned copy of the approved P.O., the member can make the purchase.

- iii) For any IT related equipment, the member must consult the IT Purchasing Policy and, if it applies, contact the ITS department for completion of the P.O. prior to seeking approvals. ITS will place the order once the approved P.O is provided or will authorize the member to make the purchase themselves.
- iv) After purchase, the member is to complete a Non-Travel Expense Claim form with original receipts attached and submit to the Academic Dean for approval and processing. Purchases made directly by ITS will be submitted to the Academic Dean for approval and processing with no further member intervention.
- v) Reimbursement will be direct deposited to the member's bank account included in their semi-monthly pay.
- vi) Any equipment purchased with funds provided under this Article remains the property of the university, but a member shall have the right if he/she so chooses to buy back such equipment at fair market value.

#### Travel Expenses

- (i) A PERF Travel Authorization form is to be completed prior to making travel arrangements and submitted to the Academic Dean for approval.

Notification of travel approval will be provided to the member from Financial Services at which point the member can arrange for travel. If an advance for travel is required (i.e.: flight, registration paid upfront), the member can submit the original receipts to the Accounting & Grants Officer. These will be matched with the Travel Authorization and processed prior to travel.

- (ii) Within five weekdays of return, the member is to complete a PERF Travel Expense Claim form, attached with original receipts, and submit to the Academic Dean for approval and processing.
- (iii) Reimbursement will be direct deposited to the member's bank account with their semi-monthly pay.

For amount and carry-over of the PERF, see article 27.16. For the purposes of this article and article 27.16, the contract year for these funds is from July 1st to June 30th of any year.

28.03 The Union Executive, through JCC, will be advised and consulted on any proposed policy changes which will directly or indirectly impact the procedures outlined in 28.02(b).

## **ARTICLE 29 – DURATION AND CONTINUANCE OF THE AGREEMENT**

29.01 The Collective Agreement shall be binding and remains in effect from July 1, 2019 to June 30, 2022. Subsequent to June 30, 2022, this Agreement shall automatically continue in effect for periods of one year unless either party notifies the other as per the negotiation procedures outlined in Article 26.02.

## **APPENDICES**

A – Sample SFT Documents

- A.1 Sample SFT Evaluation Form for Course
- A.2 Sample Writing Lab SFT Evaluation Form
- A.3 Sample Math Lab SFT Evaluation Form

B – Teaching Behaviour Inventory Checklist

C – PTAC Recommendation Form

Dated at Sault Ste. Marie this 21 day of JULY, 2020.

For the Union

R. Beggs  
[Signature]  
S. Hill  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

For the Employer

[Signature]  
[Signature]  
B. Gudeale - Bureau  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A.1

### Algoma University Student Feedback of Teaching Form

*This form asks you to evaluate the quality of instruction by \_\_\_\_\_ in \_\_\_\_\_.* Your answers are confidential. Please provide frank, fair, and thoughtful responses to each of them.

The Student Feedback of Teaching (SFT) is an important component of teaching quality evaluation. The survey tool has been formatted to assist the university in improving student learning and faculty teaching. The survey focuses on improving student engagement and teaching and learning outcomes. Emphasis has been placed on faculty members' effectiveness at creating an environment for learning.

Please consider each of the statements below and provide your feedback of teaching based on your experiences in this course. Once the survey has been completed and after the final marks have been submitted, our instructor will be provided with a summary of the results.

- 1- strongly disagree
- 2- disagree
- 3- neutral
- 4- agree
- 5- strongly agree
- 6- not applicable

1. A comprehensive course outline was provided (for example, the outline included: office hours, course topics, evaluation methods, university policies, etc.) during the first two weeks of term.	①	②	③	④	⑤	⑥
2. Learning objectives and course outcomes were clearly presented.	①	②	③	④	⑤	⑥
3. The course content matched what was presented on the course outline.	①	②	③	④	⑤	⑥
4. The course materials were useful in promoting learning of the course concepts.	①	②	③	④	⑤	⑥
5. The instructor encouraged student participation and feedback.	①	②	③	④	⑤	⑥
6. The instructor responded to student questions and comments in helpful manner.	①	②	③	④	⑤	⑥

7. The instructor was respectful to the cultural/human diversity, diverse worldviews, learning disability, and/or physical disability of the students.	①	②	③	④	⑤	⑥
8. The instructor clearly explained key concepts of the course.	①	②	③	④	⑤	⑥
9. When I asked for assistance, the instructor provided solutions.	①	②	③	④	⑤	⑥
10. The instructor appeared interested and enthusiastic about teaching the course.	①	②	③	④	⑤	⑥
11. I found the course appropriately challenging.	①	②	③	④	⑤	⑥
12. I have acquired new perspectives and analytical skills as a result of taking this course.	①	②	③	④	⑤	⑥
13. The knowledge from this class can be applied to a variety of situations.	①	②	③	④	⑤	⑥
14. Appropriate teaching techniques were used by the instructor to enhance my learning.	①	②	③	④	⑤	⑥
15. Graded materials were aligned with the learning outcomes of the course.	①	②	③	④	⑤	⑥
16. Feedback on graded materials was timely.	①	②	③	④	⑤	⑥
17. Overall, I was satisfied with the instructor.	①	②	③	④	⑤	⑥
18. Overall, I was satisfied with this course.	①	②	③	④	⑤	⑥

### **Comments**

Your instructor will only see a statistical summary of your responses for each item and a typed copy of the comments.

19. What aspects of this course enhanced your learning?

20. What suggestions do you have for improving this course?

21. How would you rate the physical environment in which the class was delivered including the classroom facilities, your ability to see, hear, concentrate and participate?

22. Additional comments.

**Appendix A.2**

**Sample Writing Lab STF Evaluation Form:**

Thank you for taking the time to complete this evaluation:

In order to ensure that all of the evaluations we receive are submitted by AU students who experienced Writing Lab services, we ask that you include your student number with your evaluation. Your number will be viewed only by a small number of administration/staff and will not be shared with the Instructor.

Thank you for your cooperation.

**Student Number:**

**Please submit a separate form for each session being evaluated.**

**Writing Lab Instructor's Name:** \_\_\_\_\_

Is this the first time that you have used the Writing Lab? Yes ☐ No ☐

Was this instructor friendly and eager to help? Yes ☐ No ☐

Was the instructor on time? Yes ☐ No ☐

Did this instructor explain how he/she could help you? Yes ☐ No ☐

Did this instructor ask questions to help you identify writing problems? Yes ☐ No ☐

Did this instructor encourage your participation in each session? Yes ☐ No ☐

Did this Instructor use good examples to help you better understand writing? Yes ☐ No ☐

Were you satisfied with the overall quality of the instructor? Yes ☐ No ☐

What was most helpful about this session?

\_\_\_\_\_

What was least helpful about this session?

\_\_\_\_\_

**COMPLETED FORMS ARE TO BE PUT IN "WRITING LAB EVALUATION" BOX LOCATED IN THE LEARNING CENTRE.**



Appendix A.3

Sample Math Lab SFT Evaluation Form:

## MATH LAB EVALUATION

---

**Algoma University -- Student Feedback Form**

---

Instructions: This form asks you to evaluate the quality of the instruction in the Math Lab session(s). Your answers are confidential. Please provide honest, fair and thoughtful responses to each item.

The lower and upper ends of the scale represent the very worst and the very best course instructor you can imagine. The center of your scale (a rating of 4) represents what you should reasonably expect from any instructor at a Canadian university. Make your ratings relative to the reference point.

1 = unacceptable; 2 = very poor; 3 = poor; 4 = satisfactory; 5 = good; 6 = very good; 7 = outstanding  
8 = N/A

1. The objectives and means of instruction were clearly established early in the math lab session. \_\_\_\_\_
2. The objectives of the math lab session were fulfilled. \_\_\_\_\_
3. Was the tutoring done in time for me to learn from feedback? \_\_\_\_\_
4. The instructor conducted math lab session(s) in an organized, well-planned manner. \_\_\_\_\_
5. The instructor made him/herself available for (math lab) consultation. \_\_\_\_\_
6. The instructor was able to communicate the subject matter effectively. \_\_\_\_\_
7. The instructor was open to other viewpoints, even if they conflicted with their own. \_\_\_\_\_
8. The instructor was knowledgeable about the subject matter. \_\_\_\_\_
- 9 Overall, the instructor performed effectively. \_\_\_\_\_

---

Your answers will be used as one of several sources of the documentation by university committees who must make decisions on instructor appointments. Instructors also will use results to develop and revise instructional content and to improve teaching methods.

---

**Please add any additional comments you wish below or on the back of this sheet.**

PAGE 2 of SAMPLE MATH LAB EVALUATION FORM:

Please add any additional comments you wish ...

1. How have your sessions(s) at the Math lab helped you? Has there been any change in your confidence about yourself and your attitude towards Math?

2. What suggestions do you have for how to improve the Math lab service to students? Do you have any suggestions for how the Instructor could improve their work with students?

3. What advice from the Instructor was most helpful?

4. What advice from the Instructor was least helpful?

Please provide any additional comments or feedback:

## Appendix B

### **Teaching Behaviour Inventory**

PTCF Member Being Evaluated:	
Course:	
Date and Time of Evaluation:	
FT Member Completing Evaluation:	

#### Instructions for Evaluators:

1. You are being asked to evaluate the PT Contract Faculty (PTCF) Member's classroom teaching effectiveness by assessing nine (9) specific categories listed below.
2. Your assessments should reflect the type of teaching you think is best for this particular course.
3. Each category begins with a definition, followed by typical "examples" of teaching behaviours associated with that category. Please check off the examples that the instructor exhibits, or document other examples exhibited in the space provided. Based on your observations, you are required to provide an overall rating of the category using a scale of 1 (poor) to 5 (excellent), keeping point 4 below in mind.
4. When assessing a specific category, it is not necessary for the instructor to exhibit all listed "examples" in order to be effective in that category – please use your judgement as appropriate.
5. A space has been provided for your feedback in each category. Please try to be both thoughtful and candid in your written responses/justification to maximize the value of your feedback to the instructor.
6. Following your assessment of Categories 1 through 9 you will be asked to provide an overall rating of the instructor's classroom teaching effectiveness, keeping in mind points 2 and 4 above.

**Category 1: CLARITY**

*Methods used to explain or clarify concepts and principles*

**Examples of Clarity:**

- ☐ Gives good examples of each concept
- ☐ Defines new or unfamiliar terms
- ☐ Repeats difficult ideas several times
- ☐ Stresses the most important points
- ☐ Uses graphs or diagrams to facilitate explanation
- ☐ Points out practical applications of concepts
- ☐ Answers students' questions thoroughly
- ☐ Highlights key terms
- ☐ Explains subject matter in familiar, conversational tone
- ☐ Other: \_\_\_\_\_
- ☐ Other: \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 2: EXPRESSION**

***Use of non-verbal behaviour to solicit student attention and interest***

**Examples of Expression:**

- ☐ *Speaks in a dramatic, expressive way*
- ☐ *Moves about while lecturing*
- ☐ *Gestures with hands or arms*
- ☐ *Makes eye contact with students*
- ☐ *Gestures with head or body*
- ☐ *Tells jokes or humorous anecdotes (if appropriate)*
- ☐ *Effectively uses prepared notes or text*
- ☐ *Smiles or laughs while teaching*
- ☐ *Avoids distracting mannerisms*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 3: INTERACTION**

*Techniques used to foster students' participation in class*

**Examples of Interaction:**

- ☐ *Encourages students to ask questions or make comments during lectures*
- ☐ *Offers constructive criticism*
- ☐ *Praises challenging, thought-provoking ideas from students*
- ☐ *Asks questions of individual students*
- ☐ *Asks questions of the class as a whole*
- ☐ *Incorporates students' ideas into the lecture*
- ☐ *Presents challenging, thought-provoking ideas to the class*
- ☐ *Uses a variety of activities in class (e.g. group work, guest lecturers, etc.)*
- ☐ *Asks rhetorical questions*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 4: ORGANIZATION**

*Ways of structuring the course's subject matter*

**Examples of Organization:**

- ☐ *Uses headings and subheadings to organize lectures*
- ☐ *Puts outline of lecture on whiteboard or overhead screen*
- ☐ *Clearly indicates transition from one topic to the next*
- ☐ *Gives preliminary overview of lecture at the beginning of class*
- ☐ *Explains how each topic fits into the course as a whole*
- ☐ *Reviews topics covered in previous lecture at the beginning of each class*
- ☐ *Periodically summarizes points previously made*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 5: PACING**

*Rate of presentation of information; efficient use of class time*

**Examples of Pacing:**

- ☐ *Stays with major theme of lecture*
- ☐ *Covers adequate amount of material in class sessions*
- ☐ *Asks if students understand before proceeding to next topic*
- ☐ *Sticks to the point in answering students' questions*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 6: DISCLOSURE**

*Explicitness concerning course requirements and grading criteria*



**Examples of Disclosure:**

- ☐ *Advises students as to how to prepare for tests and exams*
- ☐ *Provides sample exam questions*
- ☐ *Provides clear expectations for all assessed work*
- ☐ *States objectives of each lecture*
- ☐ *Reminds students of test dates or assignment deadlines*
- ☐ *States objectives of course as a whole*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):****Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 7: SPEECH***Characteristics of voice relevant to classroom teaching***Examples of Speech:**

- ☐ *Speaks at an appropriate volume*
- ☐ *Speaks clearly*
- ☐ *Speaks at an appropriate pace*
- ☐ *Avoids disfluencies (such as stammering, use of "um," "uh," etc.)*
- ☐ *Speaks with voice modulation (fluctuates)*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):****Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):****Category 8: RAPPORT**

**Quality of interpersonal relations between teacher and students**

**Examples of Rapport:**

- ☐ *Addresses individual students by name*
- ☐ *Announces availability for consultation outside of class*
- ☐ *Offers to help students with course-related problems*
- ☐ *Shows tolerance of other points of view*
- ☐ *Talks with students before or after class, when possible*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):**

**Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):**

**Category 9: TEACHING AIDS**

*Use of non-verbal behaviour and resources to solicit student attention and interest*

**Examples of Teaching Aids:**

- ☐ *Uses visual teaching aids*
- ☐ *Makes effort to ensure readability of visual aids*
- ☐ *Uses audio, video, and computer equipment*
- ☐ *Uses presentation software*
- ☐ *Uses video programs*
- ☐ *Other:* \_\_\_\_\_
- ☐ *Other:* \_\_\_\_\_

**Feedback (if applicable):****Category Rating (1 – Poor; 2 – Weak; 3 – Satisfactory; 4 – Good; 5 – Excellent):****Overall Rating (based on evaluation of all nine Categories):**

- ☐ *Poor*
- ☐ *Weak*
- ☐ *Satisfactory*

- |   |
|---|
| <input type="checkbox"/> <i>Good</i><br><input type="checkbox"/> <i>Excellent</i> |
| <b>Comments:</b>  |

---

*Date*

## APPENDIX C

### PTAC RECOMMENDATION FORM

#### Guidelines for Appointment of Part-Time Contract Faculty

1. Recommendations for appointment will only take place after all members of the Part-time Appointment Committee (PTAC) have reviewed all the required documentation and have actively participated in the process, either electronically or in person.
2. In the event that an interview is required, the expectation is that all PTAC members will be present.
3. All prospective candidates will be rated according to the criteria below and as outlined in Article 12:18 of the PT Collective Agreement (using the following charts which correspond alphabetically with the criteria below):
  - (a) the applicant has the requisite minimum academic qualifications for the position and minimum relevant professional experience that aligns with the job posting.
  - (b) the applicant has a satisfactory record of teaching at the University and/or satisfactory teaching experience elsewhere which can be substantiated.
  - (c) the applicant with teaching experience at Algoma University shall be given priority in the awarding of appointments. When two candidates with teaching experience are being considered, the one with significantly more teaching experience (defined as a difference of 16 [sixteen] or more seniority credits) shall be given priority in the awarding of appointments.
  - (d) where all of the above criteria are determined to be essentially equivalent between two candidates, then the PTAC may use any other additional criteria deemed appropriate in reaching a recommendation that are consistent with the job posting. This may include interview results.

**A: Academic Qualifications & Professional Experience** - Fill out Part A of the PTAC Recommendation Form for all candidates. A checkmark in the box indicates the candidate meets the

requirements. No checkmark indicates the candidate does not meet the requirements and thus will not move forward in the competition.

Name(s)	Requisite Minimum Academic Qualifications	Details	Minimum Relevant Professional Experience	Details

If a decision for recommendation has been made, **proceed to Recommendation Sheet.**

If further assessment is required of two or more candidates, **proceed to Part B - Teaching Experience.**

**B: Teaching Experience** - Fill out Part B of the PTAC Recommendation Form for further assessment of candidates., if required (include only for those candidates who have advanced in the competition). A checkmark in the box indicates the candidate meets the requirements. No checkmark indicates the candidate does not meet the requirements and thus will not move forward in the competition.

Name(s)	Satisfactory record of teaching at AU	Details	Satisfactory record of teaching elsewhere	Details
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	
	<input type="checkbox"/>		<input type="checkbox"/>	

If a decision for recommendation has been made, **proceed to Recommendation Sheet.**

If further assessment is required of two or more candidates, **proceed to Part C - Seniority.**

**C - Seniority** - The applicant with teaching experience at Algoma University shall be given priority in the awarding of appointments. When two or more candidates with teaching experience are being considered, the one with significantly more teaching experience (defined as a difference of 16 [sixteen] or more seniority credits) shall be given priority in the awarding of appointments.

Name of Remaining Candidates	# of Seniority Credits

If a decision for recommendation has been made, **proceed to Recommendation Sheet.**

If further assessment is required of two or more candidates, **proceed to Part D - Additional Criteria**

**D - Additional Criteria** - Where all of the criteria are determined to be essentially equivalent between two candidates, then the PTAC may use any other additional criteria deemed appropriate in reaching a recommendation that are consistent with the job posting, which may include interview results.

Name of Remaining Candidates	Expanded Selection Criteria



--	--

**Proceed to Recommendation Sheet**

### **Recommendation Sheet**

**References:** Where references are required to complete the selection process, the Applicant will be contacted by the Part-Time Appointment Committee and given forty-eight (48) hours to provide such references.

**Name of Successful Candidate:** \_\_\_\_\_

**Comments and/or Rationale:**

<b>PTAC Members Certification: I have actively participated in the recommendation process.</b>	
<b>Name:</b>	<b>Date:</b>

**Please Note:**

- Parts A, B, C and D of Appendix D must be included with the recommendations to the Academic Dean at the end of the selection process.
- The recommendation must be signed and dated by all PTAC members.

**The University will abide by the Employment Equity Act, i.e., all people are entitled to equal treatment in employment in accordance with the Ontario Human Rights Code.**

\_\_\_\_\_  
CAO or Designate

\_\_\_\_\_  
Date

**Comments:**

