

MOHAWK COLLEGE OF APPLIED ARTS AND TECHNOLOGY
TERMS OF EMPLOYMENT
SESSIONAL ACADEMIC EMPLOYEES
(more than twelve hours per week on a regular basis receiving a daily rate of pay)

It is the College's intent to ensure that your length of service as a sessional employee not exceed twelve months (continuous or non-continuous) in a 24-month period. Should the position be converted to full-time, the hiring process will be through an open competition, i.e. advertisement, interviews and selection.

1. **Rate of Pay and Deductions:**

Your rate of pay is as outlined in your Part-Time Employment Contract. Compulsory deductions are made for Employment Insurance, Canada Pension Plan, and Income Tax. If you require anything other than the basic deductions for income tax, you must contact Payroll Services and complete a Revenue Canada TD1 Form.

2. **Vacation and Public Holiday Pay:**

Four percent is incorporated into your daily rate in lieu of payment for public holidays and/or vacation pay.

3. **Sick Benefits:**

Any time lost as a result of sickness will be without pay.

4. **Colleges of Applied Arts and Technology Pension Plan:**

As an other than full-time (OTFT) employee of Mohawk College of Applied Arts & Technology in Ontario, you can choose to join the Colleges of Applied Arts & Technology (CAAT) Pension Plan once you have met the following criteria: An OTFT employee may choose to join when they have completed 24 months of continuous eligibility service. Continuous means having worked, been on vacation or on leave of absence for 24 months. In addition, if the 24 months show a pattern of consistent employment - for example, the employee did not work each summer - such employment will count.

5. **Workplace Safety & Insurance Board (WSIB):**

All work-related accidents must be promptly reported to your supervisor, and the appropriate College Accident/Incident form (#0361) must be completed and forwarded within 24 hours to the Manager, Occupational Health and Safety/WSIB at the Fennell Campus. Any benefits paid will be at the discretion of the WSIB. All employees are encouraged to work in a safe manner and read the College's "Emergency Safety Security Procedures" Booklet.

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6. Payroll System:

Your department manager/supervisor will confirm with you whether you have been set-up on the Automatic Payment System or whether biweekly time sheets are to be completed. Both processes generate your pay; therefore it is the joint responsibility of the department manager and the employee to meet the appropriate deadlines. Manual timesheets must reach Payroll Services (Fennell Campus, Room F106) no later than the Tuesday following the pay period worked. Please ensure that your employee number is included on all timesheets & contracts.

7. Pay Schedule:

The pay schedule is a two-week pay, with two weeks in arrears, paid every second Friday (copy attached). To arrange for mandatory direct deposit, please contact Payroll Services (Fennell Campus, Room F106). Your Pay statement will be available for pick up in your department on pay day.

8. Changes:

Please advise Staff Services of any name, address, or other changes immediately.

9. Inquiries:

For inquiries about your terms and conditions of employment please contact Sandra Harris, Staff Services extension 2320. If your inquiry is related to your time sheets or paycheques it should be directed to Payroll Services at Ext.2266 or 2212.

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SESSIONAL EMPLOYEES
(from the Collective Agreement for CAAT Academic Employees, 1996-2001)

APPENDIX VIII

1. A sessional employee is defined as a full-time employee appointed on a sessional basis for up to twelve full months of continuous or non-continuous accumulated employment in a twenty-four calendar month period. Such sessional employees may be released upon two weeks' written notice and shall resign by giving two weeks' written notice.
2. In determining the employment and calendar periods under Appendix VIII, 1, only the period after January 1, 1976 shall be considered and no prior employment or calendar period shall be taken into account. Also, an employee's continuous service acquired in accordance with the provisions of the previous Agreement, dated September 17, 1975, as at August 31, 1976, for the period back to January 1, 1976, shall count as continuous employment or months of non-continuous accumulated employment for the purpose of such paragraph.
3. If a sessional employee is continued in employment for more than the period set out in Appendix VIII, 1, such an employee shall be considered as having completed the first year of the two-year probationary period and thereafter covered by the other provisions of the Agreement. The balance of such an employee's probationary period shall be twelve full months of continuous or non-continuous accumulated employment during the immediately following twenty-four calendar month period.
4. A person assigned to replace a full-time regular employee for up to 14 working days for unplanned absences in any month shall not have such period(s) considered as sessional employment for the purpose of the computation of the 12 months sessional employment. During such periods, such a person shall be paid as if partial-load and within the range of partial-load hourly rates as set out in Article 14.
5. Other matters concerning the use of sessional appointments may be referred to the EERC, which shall deal with these matter as priority items.

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Article 2
STAFFING

2.03 A The College will give preference to the designation of full-time positions as regular continuing teaching positions rather than sessional teaching positions including, in particular, positions arising as a result of new post-secondary programs subject to such operational requirements as the quality of the programs, enrolment patterns and expectations, attainment of program objectives, the need for special qualifications and the market acceptability of the programs to employers, students, and the community. The College will not abuse sessional appointments by failing to fill ongoing positions as soon as possible subject to such operational requirements as the quality of the programs, attainment of program objectives, the need for special qualifications, and enrolment patterns and expectations.

2.03 B The College will not abuse the usage of sessional appointments by combining sessional with partial-load service and thereby maintaining an employment relationship with the College in order to circumvent the completion of the minimum 12 months sessional employment in a 24-month period.

2.03 C If the College continues a full-time position beyond one full academic year of staffing the position with sessional appointments, the College shall designate the position as a regular full-time bargaining unit position and shall fill the position with a member of the bargaining unit as soon as a person capable of performing the work is available for hiring on this basis.