**2018-2019 Part-Time Student Terms and Conditions Agreement**

First Name: «given\_names» Last Name: «surname»

Employee #: «emp\_number» Authorization #: «auth\_number»

Hourly Rate: $«hrly\_rate»/hour Hours per Week: «tot\_for\_wk»

Classification: «class\_name»

First Day: «first\_day» Last Day: «last\_day»

Prior to starting your assignment at the College, kindly review the Terms and Conditions below as well as the specifics of your workload agreement, sign and date where indicated at the end of this document and return a signed copy to your department contact.

Any changes made to your workload must be approved in writing through the Additional Workload Approval Form in advance by your manager. The College reserves the right to change or cancel your workload/authorization at any time subject to the terms set out in this document. If you are a summer student employee who meets the requirements of Appendix G of the Support Staff Employees Collective Agreement, then you may be considered an Appendix G employee and certain terms of the Collective Agreement may apply to you. If you are an Appendix G employee and there is a conflict between this agreement and any of the applicable term(s) of the Collective Agreement, then the applicable term(s) of the Collective Agreement shall prevail.

The following Terms and Conditions will be in effect for all Part-time Student Assignments given within the 2018-2019 Academic Year.

# Hours of Work and Rate of Pay

# Your hours of work will be as determined by your supervisor, and are not to exceed 8 hours per day. There is no guarantee of a minimum number of hours per week. Your hourly rate of pay will be $14.00 and you will be paid for time worked only. Note you are not permitted to work beyond the hours assigned by your supervisor.

1. Notwithstanding the above, it is understood that the hours approved on the payroll authorization(s) may change from time to time subject to operational needs and work availability where applicable.
2. You will have access to your paystub through the On-Line Payment Statement by using your network account unless otherwise indicated. All salary payments are subject to deductions required by law and to the deduction of Union dues (Appendix G only).
3. In the event of your being absent for any reason other than pre-arranged leave without pay, you will be required to inform your manager and complete the Part-time Administrative/Support Time Report.

# CAAT Pension Plan

As a Part-time Student employee you are entitled to join the CAAT Pension Plan. Please visit the CAAT Pension website at https://www.caatpension.on.ca/en/members/part-time for details about the Plan. If you wish to join, it is your responsibility to review the material on the website and return the enrolment form obtained from the website to Human Resources. Your membership in the Plan will be governed by the terms and conditions of the Plan.

If you do not wish to join the Plan at this time, you may join the CAAT Pension Plan, subject to its terms, at any time during your employment.

# Other Employment/Additional Assignments

1. Prior to accepting this assignment for the term set out above, you must inform your department contact and/or direct manager of any assignments that you have or might have in the College that will coincide with the assignment outlined in this document.
2. During the term of this assignment and prior to commencing another assignment in the College, you must inform and obtain consent from your manager.

# Vacation Pay/Statutory Holidays

You will receive vacation and public holiday entitlements pursuant to the Employment Standards Act,

2000, as amended. All students are compensated at 4% in lieu of vacation. You agree that your accrued statutory vacation pay will be paid out each pay period.

You further agree that the College will provide you with statutory holiday pay for statutory holidays that fall on a day that would not ordinarily be a working day for you or that fall on a day that you are on vacation, instead of providing you with a substitute day off with statutory holiday pay. You will not be compensated for unexpected College closures.

# Expenses/Travel

Should your duties require you to incur expenses and/or travel, you must obtain prior approval from your manager or such expenses will not be eligible for reimbursement. Be advised that any approved expenses will be reimbursed according to College policies and procedures.

# Policies and Directives

Algonquin College’s policies and directives have been developed to ensure the health, safety and security of all students, faculty and staff, and the proper and fair operation of the College as an academic institution and employer. You agree to review and to comply with the College’s policies and directives as well as stay informed on new and revised policies. Please access said documents through the College’s website at <http://www.algonquincollege.com/policies/>. Your failure to comply with any policy and/or directive of the College may result in disciplinary action up to and including dismissal. Your signature acknowledges that you had an opportunity to review the College’s policies and directives and to seek any clarification from the College’s Human Resources department.

# Intellectual Property

The ownership of any intellectual property developed by you while employed at the College is subject to the Algonquin College Directive on Intellectual Property (Directive/Policy RE05) available at http://www.algonquincollege.com/policies/policy/intellectual-property/. Please review your responsibilities under the Directive, as well the definition and ownership of intellectual property, prior to commencing your employment with the College.

# Conflict of Interest

1. You shall not engage in or become connected in any capacity, with the promotion, undertaking or carrying on of any activities, organizations, business or other employment that interferes with or would result in a conflict of interest or potential conflict of interest with your duties and responsibilities as an employee of the College;
2. As a Part-time student employee engaged in an employee-employer relationship, you cannot at the same time be engaged through an independent contractor agreement with the College;
3. Please refer to Conflict of Interest Policy/Directive HR12 available at <http://www.algonquincollege.com/policies/policy/conflict-of-interest/> for further information as to how to identify and immediately address conflicts of interest.

# Duration of Employment and Termination

# Your employment shall be considered as employment of a definite term or task for purposes of the

# *Ontario Employment Standards Act*, 2000, as *amended* (“ESA”).

1. Your employment and this agreement shall terminate on the Last Day of employment as set out above without further notice to you unless terminated earlier by the College or by you as set out below. Your employment shall be considered as employment of a definite term or task for purposes of the Ontario *Employment Standards Act,* 2000, as *amended* (“ESA”).

# At any time prior to the Last Day of employment set out above, at its sole discretion, the College may terminate your employment for any reason upon providing you with notice in writing or payment in lieu of notice and severance pay, if applicable, as required by the ESA, along with any other entitlements required by the ESA. You acknowledge that the foregoing is in satisfaction of and is inclusive of all common law and statutory entitlements including without limitation any right to reasonable notice of termination.

1. Notwithstanding the above provisions, the College may terminate your employment and this agreement for cause at any time without notice or payment in lieu thereof.
2. Notwithstanding the above provisions, if your employment continues beyond the Last Day of employment as set out above, you agree that the College may nonetheless terminate your employment in its discretion in accordance with the requirements of paragraph 9 ii. or iii. above, as applicable.

#  Resignation

If you choose to leave the College during the term of this agreement, you agree to provide the College with at least two (2) weeks’ notice in writing of your intention to resign your employment with the College.

# Additional Requirements

You agree to do the following during your employment with the College, and you agree that your failure to do so may result in discipline up to and including your dismissal:

1. Contact the department regarding course materials (where applicable) equipment, computer hardware, software, network accounts, passwords, and lab access pass prior to start of assignment;
2. Begin and end shifts as scheduled;
3. Provide the College with as much notice as possible if you will be absent from work;
4. Attend any required meetings (where applicable) as determined by the College;
5. Complete the required training modules for WHMIS (Workplace Hazardous Materials Information Systems) and AODA (Accessibility for Ontarians with Disabilities) within 2 weeks of the start of your assignment;
6. Regularly use and monitor your Algonquin College email account as the College forwards important information to you at this email address; and
7. Return all materials, documents, lists, records, keys, computer programs, etc. as applicable which pertain to the College’s business at the end of your assignment.

# General Provisions

1. Governing Law. This agreement shall be governed by and construed in accordance with the laws of Ontario, and shall be deemed to have been performed in Ontario. The courts of Ontario shall have exclusive jurisdiction to determine any action arising under this agreement.
2. Assignment. This agreement is an agreement for your personal services and is not assignable or transferable in any manner whatsoever by you. The rights which accrue to the College under this agreement shall pass to its successors or assigns and this agreement may be assigned by the College.
3. Amendment/Waiver. No amendment to this agreement shall be valid or binding unless set forth in writing and executed by both of the parties hereto. No waiver of any breach of any provision of this agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

In signing below I acknowledge that I have read, understand and agree to the terms of employment as set out above. I have had the opportunity to obtain independent legal advice prior to signing this agreement and have either done so or chosen not to do so. I agree that the terms as set out above are fair and reasonable and that they accurately reflect the intentions of myself and Algonquin College.

**Employee Name:**

Signature: Date:

**Manager/Chair/Dean Name:**

Signature: Date: