

## Non-Full-Time Faculty Contract Faculty of Applied Science & Technology

**Name:** Hossain,Md Nour

**ID:** 991664436

**Address:** 223 Jackson Street West  
Hamilton, ON CAN  
L8P 4R4

**Phone:** 646/785-5562

**E-Mail:** mdnour.hossain@sheridanc.on.ca

**Business Phone:**

This will confirm the conditional offer of employment to undertake a specific task, namely the specific teaching assignment which is set out under Part 1 below. This offer is conditional upon your acceptance of the terms and conditions set out in Part 4 of this letter and in the attached Terms and Conditions of Employment and on the college subsequently determining there is sufficient enrolment to warrant the assignment being offered. Please note that employees of this institution are considered to be Crown employees. This contract replaces all prior non-full-time faculty contracts for the term.

### Part 1 - Teaching Assignment

<b>Start Date:</b> 09/06/2021		<b>End Date:</b> 12/19/2021		<b>Excluding From:</b> 10/25/2021		<b>To:</b> 10/31/2021		<b>Weeks:</b> 14		<b>Workload</b> Part-time	
<u>Course ID</u>	<u>Course Title</u>	<u>Component</u>	<u>Sec</u>	<u>Hrs/Wk</u>	<u>Campus</u>	<u>Plan</u>	<u>Account</u>				
INFO16206	Scripting & Web Languages	LEC	003	4.00	TRA	PBACS	01-1-05261-000000-502505				
<b>Total Hrs/Wk:</b>				4.00	<b>Hrly Base Rate:</b> \$102.83		<b>Amount:</b> \$ 5758.48				

**Comments:**

Please Note:

Any excluded weeks are non-teaching weeks for which you will not be compensated.

Vacation pay will be added to the "Hourly Base Rate" to arrive at the "Total Pay Rate". Your "Total Pay Rate" corresponds to the rate found on the salary grid of your employee group.

### Part 2 - Access to Sheridan Resources

You will be provided with access to, and as required, possession of this institution's computer resources in order to facilitate your employment. By signing below, you indicate your understanding that in being provided with access to and/or possession of this institution's computer resources, you are responsible for complying with all computer resource policies of this institution, a copy of which will be provided to you prior to or at the time you are provided with access to and possession of computer resources of this institution.

## Part 3 - Other Assignments

\_\_\_\_\_ I have other teaching assignments at this Institute with FCAPS for the above mentioned term.

Teaching hours per week \_\_\_\_\_ Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

\_\_\_\_\_ I have other contracts/jobs at this Institute (if additional space is needed, please attach another page)

Hours per week \_\_\_\_\_ Name and Title of Manager: \_\_\_\_\_

Hours per week \_\_\_\_\_ Name and Title of Manager: \_\_\_\_\_

## Part 4 - Conditions of Offer (or for Partial Load Employees, Statement of Expectations)

This offer of teaching assignment with this Institute is conditional upon the following:

- a) All information submitted by an employee on a Personal Information Form, resume and in Part 3 of this contract letter must be true. Failure to be truthful in any respect in any such information submitted is cause for dismissal without notice at this institution's discretion.
- b) This offer of employment is conditional upon there being sufficient enrolment and or availability of work. In circumstances where there is not sufficient enrolment or availability of work to warrant this employment, which decision is at the sole discretion of the college, then there is no employment offer and no employment agreement or relationship is created with the college and no compensation or obligations will be provided. It is understood that this is a material term and a pre-condition to this agreement. The College will inform you at least one week prior to the scheduled start date or planned commencement of the term of this agreement to advise whether there is sufficient enrolment or availability of work.
- c) Upon signing this contract, the prospective employee accepts the above noted assignment and in the case of employees who are employed on other than partial load basis, the employee also accepts the terms and conditions set out in the attached form. This institution reserves the right to terminate this contract should the prospective employee fail to meet the terms and conditions. For partial load employees (i.e. employees whose teaching load is more than 6 and up to 12 teaching contact hours per week), these terms and conditions are a statement of this institution's expectations only and the partial load employee's terms and conditions of employment are set out in the Academic Collective Agreement between the College Employer Council for the Colleges of Applied Arts & Technology and OPSEU.
- d) Upon signing this contract, the prospective employee acknowledges the receipt of the summary information regarding their immediate eligibility to join the CAAT Pension Plan on the first date of hire.

*Md Nour Hossain*

Signature (Employee)

Sep 8, 2021

Date

**Patricia Burns**

or Authorized Signature of This Institution

Date

Authorized Signature of This Institution  
(Required when teaching in multiple Faculties)

Date

**To ensure a proper payroll schedule, please sign and return the original contract to Sarah Deazevedo. If you have any questions, please call Sarah Deazevedo.**

## **Terms and Conditions of Employment — Part-time, Partial-load & Sessional Faculty** **(Effective June 28, 2021)**

1. The pay rate in the contract letter, while calculated using the number of hours taught, includes payment for teaching, course preparation, evaluation and other duties normally associated with professional responsibilities of teaching including but not limited to attendance at meetings directly attributable to being the Professor of the course section(s) assigned and any additional mandatory training periodically introduced.
2. Vacation pay will be added to the "hour base rate" for the "total pay rate". The "total pay rate" corresponds to the applicable salary grid e.g. PT, PL, Sessional etc. See the relevant salary grid attached. In the event that any or all of the teaching contract hours are not fulfilled for any reason, including course cancellations, the payment schedule will be adjusted to reflect the actual hours taught or in the event of no further teaching hours, the contract will be ended.
3. The employee will receive public holiday pay entitlements pursuant to the *Employment Standards Act 2000*, as amended. The employee agrees that the College may provide public holiday pay for holidays that fall on a day that would not ordinarily be a working day or that fall on a vacation day, instead of providing a substitute day off with statutory holiday pay. Part-time employees are not eligible for pay for the College closures e.g. annual Christmas/New Year closing period, except where public holiday pay applies pursuant to the ESA.
4. The employee will teach the amount of time specified and will, if required, make up any time missed for any reason, including Sheridan sanctioned closings, etc.. These requirements for make-up time will be determined by the Faculty. Please note that prior approval must be obtained from the Faculty in the event that a substitute teacher is required.
5. The employee will not change the starting or finishing time, date or location of a course without specific permission of the Faculty management.
6. Supplies and texts related to the course of study will be provided to the teacher as identified in the course outline. The College will provide work space as required to perform duties directly attributable to being the Professor of the course section(s) assigned.
7. It is understood that an employee will attend and teach his/her/their courses unless legitimate and reasonable circumstances arise, beyond the employee's control, which precludes the employee from attending. In the event that the employee is unable to attend to teach a class for any reason, it is the employee's responsibility to inform his/her/their Faculty contact at the earliest possible date in advance of the class.
8. The employee will maintain whatever records are required by Sheridan and will submit such records in the form required by Sheridan within five days of the final session of the course or on the date specified. This will include final grade reports and all final documentation towards the establishment of grades. In the case of an "Incomplete" grade, it is expected that the employee will complete all marking and submit a final grade within one month of the course end date.
9. The employee agrees to complete any mandatory training within ONE month of the hire date. Following the successful completion of mandatory training, the employee will be eligible for a one time \$125 payment, subject to payroll processing time lines. Additionally, Sheridan may periodically introduce legislated or otherwise compulsory workplace training requiring employee participation. Completion of additional mandatory training will be considered part of the hourly teaching rate outlined in paragraph 1. Completion of such training shall be considered a condition of employment.
10. Acceptance of an offer of employment constitutes an employee's agreement to comply with all legislation, Sheridan policies and procedures. Policies and procedures can be viewed by visiting <https://policy.sheridanc.on.ca/dotNet/noAuth/login.aspx?ReturnUrl=%2f>. Furthermore, acceptance of an offer of employment constitutes an employee's acceptance that the College's policies, rules and regulations may be subject to change, at the College's sole discretion, and that such alterations and amendments shall automatically apply to the employee.
11. Either party may terminate this contract by giving the other party at least two weeks' written notice. In the case of a partial-load contract, such notice shall be at least 30 days. Sheridan may terminate your employment at any time without cause by providing you with the minimum amount of written notice, pay in lieu of notice, or combination thereof as required by the *Employment Standards Act, 2000* ("ESA") as well as any other outstanding entitlements, if any, owing under the ESA. These payments shall fully satisfy Sheridan's notice and severance obligations upon the termination of your employment, whether arising under the ESA the common law or this agreement. Sheridan may terminate employment at any time without notice, pay in lieu of notice or severance of any kind in instances of wilful misconduct, disobedience or wilful neglect of duty. At any time, the parties may mutually agree to end this contract.
12. Unless specifically renewed, extended or replaced in writing by the College, this contract and your employment shall be wholly and automatically terminated without further notice to you or obligation from the College on the end date of contract. Regardless, Sheridan makes no promise or offer of any future employment beyond this particular contract.

## Terms and Conditions of Employment — Part-time, Partial-load & Sessional Faculty (Effective June 28, 2021)

13. You understand and agree that all items of any and every nature or kind created by you pursuant to your employment under this agreement or furnished by Sheridan to you, will remain and be considered the exclusive property of Sheridan at all times. In addition, all equipment, keys, credit cards, books, records, reports, files, manuals and confidential information shall remain, and be considered the exclusive property of Sheridan at all times. These items shall be returned to Sheridan in good condition promptly on the termination of employment.
14. For any Scholarship, Research or Creative Activities a Student Participation Agreement may be required to be entered into that sets out the terms and conditions related to the project, including the delineation of intellectual property rights, which shall be determined by the Office of Undergraduate Research and/or the appropriate faculty.
15. You agree that you will not engage or become connected, in any capacity, with the promotion, undertaking, or carrying on of any business or activity which is or may appear to be against the interest of this employment, without prior consent by Sheridan. <https://policy.sheridanc.on.ca/dotNet/noAuth/login.aspx?ReturnUrl=%2f> and search "Conflict of Interest".
16. During the course of your employment with Sheridan, you will be exposed to confidential information, such as information about Sheridan, its processes and business operations, and decisions made by Sheridan or its senior officials. You agree not to access or disclose this information to other employees or persons within or outside Sheridan, except as necessary in the performance of your normal duties and responsibilities or as otherwise authorized by Sheridan. Such information should only be accessed, transmitted or released by authorized staff. You will be expected to maintain this confidentiality and, *inter alia*, refrain from divulging any information which may damage the reputation of Sheridan, its officials, officers, directors or trustees, or in any way influence proceedings in which such parties are involved. As such you will be expected to refrain from discussing or releasing such information in any form whatsoever except as required by Sheridan policy or legal requirements. Your agreement regarding confidentiality will survive and continue beyond the end of your employment with Sheridan.
17. In order to administer the employment relationship and conduct normal College business, it may be necessary for the College to collect, use and disclose personal information, subject to the requirements of the law. Should any provision of this Agreement be determined void or unenforceable, it shall not be deemed to affect or impair the validity of any other provision.
18. You agree that the College is entitled to recover any overpayment that may have been made to you under this or any other contract between you and the College. You agree the College will be entitled to offset any such overpayment against any wages otherwise owed to you on the pay period following notice to you of the overpayment, you agree that any outstanding monies owing by you to the College arising from an overpayment will be deducted from any monies owing to you by the College, including final wages.
- 19. Information about Group Insurance and Benefits for Partial-load employees (i.e employees whose teaching load is more than 6 and up to 12 teaching contact hours per week)**

In accordance with the terms of the Academic Collective Agreement, Partial Load Employees may be eligible for Group Insurance and Benefits provided by Sun Life Insurance Company. As a Partial Load Employee, you will be contacted by a Sheridan Benefits Representative, via your Sheridan email address, within four (4) weeks following your contract start date. Further details about the Partial-load Benefits can be found on the Benefits page of Sheridan Central ( Sheridan Central > Human Resources > Benefits).

### **20. Information About Joining Sheridan's Pension**

#### **Pension membership for other than regular full-time (OTRFT) employees:**

- OTRFT (Other than Regular Full-time Employee): This term refers to employees who work part time as well as those who work full-time hours with a pre-determined end date of employment.
- As an OTRFT employee, you are eligible to join the CAAT Pension Plan under its DBplus design. **All OTRFT employees who are CAAT Pension Plan members will automatically begin earning a pension under DBplus on January 1, 2019— no action required.**
- DBplus offers members a defined benefit lifetime pension in retirement, based on contributions you and your employer make to the Plan.
- Please visit the Plan's website at [www.caatpension.on.ca/members](http://www.caatpension.on.ca/members) for details about the Plan and factors to consider before joining. The enrolment form may be found through **Sheridan Central > Human Resources > Pension.**
- If you wish to join the Plan, it is your responsibility to: review the plan details on the website, return the enrolment form to: Human Resources - Total Rewards, 1430 Trafalgar Road, Oakville, Ontario L6H 2L1, and follow up by checking that appropriate Plan contributions are being deducted from your pay.
- If you join, you will contribute 9% of your earnings, and your employer will match your contributions, dollar for dollar.
- You will become a member of the Plan effective the first day of the pay period after HR receives your accurately completed enrolment form. Once you become a member of the Plan, and subject to the Plan terms, you are required to contribute on all eligible earnings. You will remain a member of the Plan and continue contributions until you terminate employment, retire or pass away. You cannot opt out of the CAAT Pension Plan once you have joined.
- If you are eligible to retire when you terminate employment, or become eligible during the 24-month extension of membership, you can then elect to start your pension at that time.

- As an OTRFT employee, you may join the CAAT Pension Plan, subject to its terms, at any time during your employment.
- If you are already an OTRFT member of the CAAT Pension Plan through another college or participating employer, it is your responsibility to enrol with all other participating employers that you are subsequently employed with. If you do not, it could result in lost opportunity to further grow your pension.

***This partial list of expectations applies to all non-full-time faculty including partial-load employees. If there is any discrepancy between this document and the Collective Agreement regarding the terms and conditions of partial-load employment, the Collective Agreement shall prevail.***