



February 5, 2004

To the Campus Community,

Re: The Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members

On behalf of the Faculty Association and the University of British Columbia, we are pleased to provide you with a copy of the new *Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members*. In order to highlight the changes in this Agreement, we have included a summary document, as well as a timeline of the appointment and reappointment process. We hope that you will find these documents helpful in understanding the new Agreement.

This information will also be posted on our respective websites:

For the Faculty Association: <http://www.facultyassociation.ubc.ca/>,
For the University: <http://www.facultyrelations.ubc.ca/>.

If you have questions about the interpretation or implementation of the Agreement, please contact either:

Brian Green, Membership Services Officer, Faculty Association
604-822-3301 or bg@interchange.ubc.ca,

or

Mark Oldham, Assistant Manager, Faculty Relations
604-822-8204 or moldham@exchange.ubc.ca.

Sincerely,

Richard Anstee
President
Faculty Association

Martha C. Piper
President
University of British Columbia

Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members

Preamble

- A. The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.
- B. Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.
- C. The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

Article 1. Interpretation

- 1.1 "Faculty Member" means all persons appointed by the Board of Governors of the University of British Columbia on a full or part-time basis as Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position.
- 1.2 "Sessional Faculty Member" means a Faculty Member appointed by the Board of Governors to teach credit course(s), Full-Time or Part-Time, or to perform related duties such as course coordination or laboratory supervision, for a period of less than twelve (12) months.
- 1.3 "Part-time" means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s).
- 1.4 "Full-time" will be defined Faculty by Faculty, as is given by the current pattern in different types of academic activities, although normally the primary focus is teaching.
- 1.5 "Teaching Performance" includes performance in all credit courses in which the faculty member is hired to teach.
- 1.6 The "Bargaining Unit" shall consist of faculty members as defined in section 2.01 of the *Agreement on the Framework for Collective Bargaining*.

Article 2. Appointment Process

- 2.1 A description of the appointment process as referred to in Article 9 shall be drawn up by each Department. This description will provide for the need to make emergency appointments, and for the need to change appointments by substituting or adding teaching assignments or other duties. This description will be posted in the Department and will be kept on file in the Dean's Office with a copy to the Faculty Association. A copy of the description shall be given to an applicant who requests it.
- 2.2 New positions will be posted in Departments for at least two (2) weeks. A copy of all postings shall be sent to the Faculty Association. Vacancies or changes in existing appointments arising as the result of unforeseeable events do not have to be posted.
- 2.3 The principal duties of an appointee will be set out in writing, e.g., (1) course(s) to be taught; (2) coordination responsibilities; (3) lab responsibilities. If the appointment is part-time, the percentage of that appointment in relation to the duties of a full-time appointment will be clearly stated. Part-time percent shall be calculated as a percentage of full-time employment for the period of the Sessional Faculty Member's appointment only, that is, not as a fraction of the whole winter session or the full year.
- 2.4 Any work required outside the period of appointment will be clearly stated in the appointment letter and remuneration for the work will be provided for. If the final exam is scheduled within three (3) days of the end of the appointment or outside the appointment period, an additional \$250 shall be paid for marking.
- 2.5 A copy of this Agreement shall be supplied to the Sessional Faculty Member with the appointment letter.
- 2.6 Candidates for initial appointment at the rank of Sessional Lecturer are judged principally on qualifications, performance in teaching, and experience.

Article 3. Reappointment

- 3.1 As a general principle, Sessional Faculty Members have the right to reappointment in accordance with this Agreement and subject to Article 10.1.
- 3.2 Candidates for reappointment are judged principally on performance in teaching, based on formal evaluation of their performance in all of the courses taught in the previous twelve (12) months. All such evaluations shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement.

Article 4. Assessment of Length of Service

- 4.1 Length of service to the University shall be recalculated at the end of every appointment. Length of service to the University includes all credit courses taught. Length of service shall be calculated on the basis set out in the Letter of Understanding re Calculation of Length of Service dated January 22, 2004 (Appendix A).
- 4.2 For the purpose of calculating full-time equivalent months of service, each course taught outside of the regular winter session will be given the same weight as it is given when taught during the regular winter session.
- 4.3 Sessional Faculty Members whose duties fall to less than 50% of a full-time Sessional Faculty Member due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.1(b) or (c)) shall maintain member rights as if holding an appointment at or above 50%, including benefits, for a period of twenty-four (24) months commencing from the date at which the workload fell below 50%.
- 4.4 Subject to Article 10.7, Sessional Faculty Members who are not offered a further appointment will maintain their accumulated length of service to the University for a period of twenty-four months. The twenty-four (24) month recall period will be extended only by the period of maternity leave or certified illness. During that period the University must post position(s)/course(s) that come available and provide copies to the Faculty Association. Other factors being relatively equal, length of service shall be the determining factor in assigning the position(s)/course(s).
- 4.5 The University shall provide a Sessional Faculty Member with an updated report of his/her accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.

Article 5. Continuing Appointments

- 5.1 (a) When a Sessional Faculty Member's appointments cumulatively equal three (3) years (thirty-six months) of full-time appointment over a period of six (6) or fewer consecutive academic years (July to June) he or she is a Sessional Faculty Member with a Continuing Appointment.
- (b) The Sessional Faculty Member's Continuing Appointment is effective on the completion of 36 months of full-time equivalent service.

- (c) The University shall extend the periods in paragraphs (a) and (b) to accommodate maternity leaves. The parties will resolve individual cases of temporary, emotional, or physical incapacity in accordance with the usual practice.

5.2 A Sessional Faculty Member with a Continuing Appointment has a right to:

- (a) reappointment for a period of time equal to the same length of time and on the same basis, full or part-time, as the appointment he or she held in the winter session of the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.1; and
- (b) assignment to a course load in any academic year at least equal to the percentage of full time equivalent upon which his or her Continuing Appointment is based, subject to Articles 6.1 and 10.1.

This Article does not preclude the University from changing course assignments or other duties, or the terms in which teaching is assigned. Any increases in workload shall be subject to Article 2.3 of this agreement.

5.3 Notwithstanding Article 5.2(a), where a Sessional Faculty Member's course assignment at the time he or she achieves a Continuing Appointment is greater than a ten percent decrease from his or her average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.

5.4 If, in any year, due to Articles 10.1(b) or (c), the University assigns a Sessional Faculty Member with a Continuing Appointment to a course load less than the level to which he or she is entitled pursuant to Article 5.2(b) then his or her course load entitlement in the following year shall not be affected.

5.5 A Sessional Faculty Member with a Continuing Appointment may, from time to time, have additional course assignments but such additional course assignments shall not affect the nature of the Continuing Appointment.

5.6 Notwithstanding the provisions of Article 5.5, a review of each Continuing Appointment shall be conducted every three (3) years. The purpose of the review is to determine whether, on the basis of an emerging pattern of course assignment, the percentage of time of the Continuing Appointment should be increased or decreased.

Article 6. Assignments

6.1 In making Sessional course assignments, the University shall consider

qualifications to perform the required work, quality and effectiveness of work performed and length of service. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. Length of service shall be the determining factor only where the other factors are relatively equal.

- 6.2 Subject to Article 6.1, the University shall distribute available course assignments to Sessional Faculty Members with Continuing Appointments:
- (a) in accordance with their individual entitlement as determined by Article 5.2 (b), and
 - (b) in priority to other Sessional Faculty Members.
- 6.3 In any circumstance in which a Sessional Faculty Member with a greater than 50% appointment is a candidate for consideration for a course assignment, or is one of a number of candidates, some of whom have less than a 50% appointment, the consultation process set out in Article 9 shall apply. The consultation process set out in Article 9 shall not apply when all of the candidates for consideration have less than a 50% appointment.
- 6.4 Sessional Faculty Members with less than full time appointments may apply for additional course assignments as they become available and they will receive first consideration for such teaching course assignments subject to the criteria in Article 6.1.
- 6.5 Departments shall include Sessional Faculty Members with Continuing Appointments in existing departmental processes used to determine course loads and course assignments for the upcoming academic year in the same way and at the same time as tenured and tenure-track faculty are included in those processes. The Department Head has discretion in making course assignments.

Article 7. Evaluation of Initial Appointment

- 7.1 (a) If, during a Sessional Faculty Member's initial appointment serious concerns are raised with respect to his or her teaching performance the Department Head, or Delegate, shall within 30 days from the date the concern was raised investigate the concerns and may make recommendations for remediation and reassessment.
- (b) If the Department Head or Delegate makes recommendations for remediation and reassessment, the Department Head shall re-evaluate the Sessional Faculty Member within 30 days of the making of the recommendation, and in

his or her discretion, may decide whether or not to reappoint the Sessional Faculty Member.

(c) If, upon the completion of the investigation, the Department Head or Delegate does not make recommendations for remediation and reassessment, the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concern was raised.

7.2 (a) If within 30 days of the completion of a Sessional Faculty Member's initial appointment, serious concerns are raised with respect to his or her teaching performance, the Department Head, or delegate, shall investigate the concerns.

(b) Upon the completion of the investigation in paragraph (a), the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concerns were raised.

7.3 In exercising his or her discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as he or she considers helpful.

Article 8. Performance Evaluation

8.1 The performance of a Sessional Faculty Member must be evaluated on a regular basis.

8.2 An individual's entire performance of assignment duties as per Article 2.3 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by Faculty, including other Sessional Faculty Members, of performance in University lectures, course material and examinations, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Decisions not to reappoint a Sessional Faculty Member cannot be based exclusively on student evaluations.

8.3 In all cases of evaluation of performance, appointment or reappointment, judgements of an individual shall be made objectively.

- 8.4 Following evaluation of a Sessional Faculty Member's initial appointment, the Department shall continue to evaluate him or her on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.
- 8.5 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Faculty Member, meet with him/her. The Department Head shall determine whether performance is of a sufficiently high standard to warrant reappointment.

Article 9. Consultation Process at the Departmental Level Regarding Appointment and Reappointment

- 9.1 The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department in order to ascertain their views and to obtain their recommendation concerning the appointment of all Sessional Faculty and the reappointment of Sessional Faculty with appointments of at least 50% of full time.
- 9.2 Consultation shall be achieved through standing committees. Each committee shall be a sub-committee consisting of not less than 3 members of the Department's Promotion and Tenure Committee. Representation from Sessional Faculty may be added to these committees. The participation of Sessional Faculty in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures it has established and may determine. Nothing in this Agreement precludes or entitles this participation other than as set out in Article 6.5.
- 9.3 Consultation shall be conducted according to procedures agreed upon between the Head and the members of the Department and approved by the Dean. The Head shall ensure that each Sessional Faculty Member with a Sessional Appointment in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures, with a copy to the Faculty Association.
- 9.4 Consultation shall include consideration of all relevant information, including any relevant information submitted by the candidate, at formal meetings. The recommendation of the Departmental Standing Committee shall be that of the majority.
- 9.5 Decisions made by the Department Heads, in consultation with the Departmental Standing Committee, shall be communicated to the candidate in a timely fashion.

Article 10. Non-Renewal of Appointment

- 10.1 The only reasons for non-renewal of appointment of a Sessional Faculty Member shall be (a) teaching performance; or (b) lack of funding; or (c) discontinuance or non-scheduling of a course or section of a course; or (d) for just cause as is generally recognized at law.
- 10.2 Where a Sessional Faculty Member is not reappointed due to unsatisfactory performance, the Department will immediately notify him/her of that fact in writing, with a copy to the Faculty Association. Any denial of reappointment shall be accompanied by full reasons for the denial, demonstrating that the applicable criteria were properly considered.
- 10.3 A Sessional Faculty Member, following such notification, may request a meeting with the Department Head to discuss the reasons for the decision and to place additional information before the Head. Such a meeting will be held within seven (7) working days of the request. The Sessional Faculty Member is entitled to Faculty Association representation at that meeting if he/she wishes.
- 10.4 If a Sessional Faculty Member wishes to file a grievance, the appropriate procedures, as set out in Article 18 of the *Agreement on the Framework for Collective Bargaining* shall be followed, commencing at the level outlined in Article 18.04. Where the Parties mutually agree, grievances under this Article in the present Agreement may be submitted directly to Expedited Arbitration under Article 14.
- 10.5 A Sessional Faculty Member whose sessional appointment is not to be renewed shall be given at least one month's notice and shall fall under the provisions of Article 4.4. A Sessional Faculty Member whose assigned course is discontinued or cancelled shall be given at least one month's notice or the sum of \$300.
- 10.6 Notice of termination will not accompany the letter of appointment.
- 10.7 A Sessional Faculty Member with a Continuing Appointment whose appointment is not to be renewed as per Article 10.1 (b) or (c) shall, at his or her election, retain the right to recall as outlined in Article 4.4, or receive a payment based on one (1) month's salary for each year of full-time equivalent service.

Article 11. Termination of Sessional Appointments

- 11.1 A Sessional Faculty Member may only be terminated for just and reasonable cause (see Article 10, *Agreement on Conditions of Appointment for Faculty*).

Article 12. Eligibility for Other Appointments

- 12.1 A Sessional Faculty Member may present his or her credentials to the Department Head at any time for consideration for appointment to a 12-month Lecturer position.
- 12.2 (a) In any circumstance in which the opportunity exists to create an additional 12-month Lecturer position, or a vacancy in such a position arises, existing departmental Sessional Faculty Members shall be given notice and an opportunity to apply for the position.
- (b) The Department Head has the discretion, exercisable at any time in the process, as to whether the appointment shall be made from those candidates who apply internally, or whether the position is to be posted to invite application by, and consideration of, external candidates (and in the event of a posting, the factors considered shall be applied on the same basis as set out in article 12.3).
- 12.3 Sessional Faculty Members with Continuing Appointments may, on application, be considered for any other appointments which may be made from time to time. In applying for positions at the rank of Instructor, the Sessional Faculty Member's qualifications, demonstrated performance and length of service will be considered. Length of service shall be the determining factor in these appointments only where other factors are relatively equal.

Article 13. Leave of Absence Without Pay or Benefits

- 13.1 A Sessional Faculty Member with a Continuing Appointment may apply in writing to the Department Head or Equivalent for a leave of absence without pay or benefits. Such applications must have a start date and end date that coincide with an academic term, and shall not normally be for a period exceeding one academic year. Extensions of leave up to a further period of one academic year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.
- 13.2 Sessional Faculty Members on leave shall maintain their rights and length of service under this Agreement for the duration of the leave. They may arrange to maintain benefits coverage at their own expense. Such leaves must be approved by both the Department and the Faculty, who shall apply their discretion in a reasonable manner.

Article 14. Expedited Grievance Procedure/Expedited Arbitrator (EA)

- 14.1 Issues subject to expedited grievance procedure are (1) any dispute over qualifications to teach a course, (2) any dispute over determination of length of service, (3) any dispute concerning benefits, and (4) any dispute over placement on a salary scale.
- 14.2 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Associate Vice-President, Human Resources.
- 14.3 The location of the hearings is to be agreed by the parties.
- 14.4 The parties will each prepare and submit to the EA a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
- 14.5 The parties may make oral submissions, but each party's submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.
- 14.6 Prior to rendering a decision, the EA may:
 - 14.6.1 require the production of documents he/she deems relevant to the grievance;
 - 14.6.2 examine any witnesses he/she deems relevant to the grievance;
 - 14.6.3 exercise authority over matters listed in 14.1 of this Agreement;
 - 14.6.4 assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
- 14.7 The EA shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that he/she considers reasonable, just, and equitable in the circumstances. The decision of the EA shall be final and binding on both parties.
- 14.8 The decision of the EA may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.
- 14.9 All decisions of the EA are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and

shall not be referred to by either party in any subsequent proceeding.

- 14.10 The EA shall be drawn from a panel of three (3) people whose appointment shall be by agreement of the Faculty Association and the University.

Article 15. Procedures for the Library, Institutes, Schools and Faculties without Formal Departments

- 15.1 The Library, Institutes and Schools shall follow procedures consistent with those in Departments.
- 15.2 Faculties not having a formal Departmental organization shall follow similar procedures.

Article 16. Effect of Other Agreements

- 16.1 Unless otherwise affected by the provisions of this agreement, faculty members appointed on a part-time basis as Librarian, Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position shall be covered by any agreement on Conditions of Appointment in effect for their full-time colleagues, with the exception that any provisions be pro-rated as necessary.

Article 17. Application

- 17.1 This Agreement applies to Sessional Faculty Members as defined in Article 1.2 who hold appointments on, or who are appointed on or after July 1, 2002.
- 17.2 Sessional Faculty Members in Distance Education and Technology shall fall under the provisions of this Agreement as provided for in the Memorandum of Agreement effective May 15, 2002 (Appendix B).
- 17.3 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary payment each payday. After five (5) consecutive years of full-time equivalent service (see Article 1.4), vacation pay shall be increased to 6% of gross earnings. The salary to be paid and the vacation pay will be shown separately on the letter of appointment.
- 17.4 Sessional Faculty Members holding less than a 50% appointment will be paid using the same model as Sessional Faculty Members with appointments greater

than 50%. The per course payment will be determined by pro-rating the full-time monthly salary for that particular department or faculty.

17.5 Sessional Faculty holding less than a 50% appointment will receive the following benefits:

- (a) Employee and Family Assistance Plan; and
- (b) Sick Leave: incidental sick leave up to a maximum of 5 days per 4-month term. Casual absences in which the class/es are covered by another Faculty Member or where a class can be rescheduled will not be considered sick leave.

At the option of the employee, Sessional Faculty holding less than a 50% appointment can apply for:

- (a) Medical Services Plan and/ or Extended Health benefits; and
- (b) Dental Plan.

The premiums for the Extended Health and/or Dental Plan will be shared 50-50 between the University and the Sessional Faculty Member.

17.6 With the signing of this Agreement, the Parties agree to discontinue the Memorandum *How the Agreement on Conditions of Appointment for Sessional and Part-Time Faculty Applies to Members with Less than a 50% Appointment*. From this date forward, all provisions of this Agreement shall apply to all members with Sessional appointments, except where limited by the provisions of this Agreement itself.

Article 18. Duration of Agreement

18.1 This agreement will expire on June 30, 2004. Rights acquired by a person under this agreement shall not be affected by the expiry of this agreement.

Dated this 29th day of January, 2004.

FOR THE UNIVERSITY:

FOR THE FACULTY ASSOCIATION:

Martha Piper
Martha C. Piper
President

Richard Anstee
Richard Anstee
President

APPENDIX A

LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
FACULTY ASSOCIATION OF THE UNIVERSITY OF BRITISH
COLUMBIA

*Agreement on Conditions of Appointment for
Sessional and Part-time Faculty Members*

Calculation of Length of Service

The University and the Faculty Association understand that the University's current practice with respect to the calculation of length of service for Sessional Lecturers is as follows:

The number of credits being taught by a Sessional Lecturer is compared to the "full-time load" in each Faculty to determine the full-time equivalence (FTE) in months. The following full-time loads currently exist:

Full-time load per academic term	FTE of a 3-credit course in months
6 credits	2.00
9 credits	1.33
12 credits	1.00
15 credits	0.80

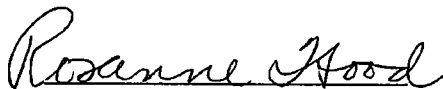
Full-time equivalent months are then added together to calculate a Sessional Lecturer's length of service at the University. For example, a Sessional Lecturer who taught 6 3-credit courses in a Faculty where 9 credits per academic term was full-time would have a total of $(6 \times 1.33 =) 8$ FTE months.

The following provides the current application of length of service using FTE months only to the relevant articles in the *Agreement*:

Article	FTE Calculation
5. Continuing Appointments	12 FTE months = 1 year
4. Assessment of length of service	FTE months only
4.4 and 6.1 Length of service as a determining factor in reappointment	FTE months only
10.7 Non-renewal of continuing appointments	12 FTE months = 1 year
12. Eligibility for other appointments	FTE months only
16.2 Application	Per student-credit as per MOA effective 15 May 2002
16.3 Calculation of vacation pay	8 FTE months = 1 year
Additional Applications outside of this <i>Agreement</i>	
For purposes of placement on the salary scale	8 FTE months = 1 year

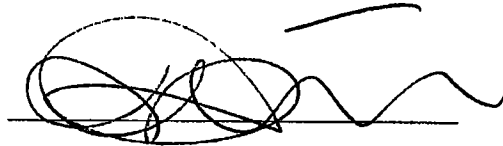
Dated this 22nd day of January, 2004.

Signed on behalf of
Faculty Association



Rosanne Hood
Executive Director
Faculty Association

Signed on behalf of
The University of British Columbia



Lisa Castle
Associate Vice President
Human Resources
University of British Columbia

APPENDIX B

MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF BRITISH COLUMBIA AND THE UNIVERSITY OF BRITISH COLUMBIA FACULTY ASSOCIATION

Re Tutors in Distance Education and Technology

Tutors in Distance Education and Technology (DET) who meet the criteria for a sessional appointment in the current Collective Agreement will henceforth be appointed Sessional Lecturers and will be covered by the provisions of the *Agreement on Conditions of Appointment for Sessional and Part-time Faculty* and the *Memorandum of Agreement on Conditions of Appointment for Sessional Faculty with Less than a 50% Appointment*. As Sessional Lecturers, they will receive benefits, including vacation pay. They also will be eligible for the Sessional Lecturer Professional Development Fund established in 2000. The following conditions will prevail for Sessional Lecturers in DET:

- a) For progression towards continuing status on a basis consistent with the *Agreement on Conditions of Appointment for Sessional Lecturers*, all Sessional Lecturers in DET shall be credited with their full seniority in both DET and other UBC departments, and will be placed at Step 1 or above on the July 1, 2001 sessional scale as appropriate at the date of next reappointment.
- b) It is recognized that some DET tutors might have contributed service in excess of year 7 on the previous minimum scale, which expired on June 30, 2001, and would therefore reasonably expect to be placed above Step 1 on the July 1, 2001 minimum scale. Existing records within DET are insufficient to provide accurate and comprehensive information on previous service. Accordingly, the University will set up a process for those individuals with previous DET service who believe they have contributed service in excess of seven (7) years experience either in DET or a combination of DET and other UBC sessional work as at June 30, 2001, to seek placement above Step 1 on the July 1, 2001 minimum scale. Ideally prior to the date of their next reappointment and in any event before December 31, 2003, those individuals should provide as much history of their DET employment as possible. The University will combine individuals' documentation with existing DET records to credit past DET service and determine appropriate placement on the minimum scale. Any disputes arising from this matter shall be grievable.

- c) All DET credit courses shall be included in the calculation of an employee's full-time equivalent (FTE). An FTE will be defined as 553 student credits per year. A student-credit is one student for one credit measured at the DET withdrawal deadline.
- d) Sessional Lecturers in DET will be paid on a per student-credit basis. Step 1 on the minimum scale will be \$53.00 per student-credit. Progression to the next step on the scale will be on the basis of FTEs, being 553 student-credits if solely on the basis of DET instruction or an equivalent combination of DET instruction and other UBC sessional work¹. Sessional Lecturers with DET credit will progress according to steps established in UBC departments having 9 credits per term as a full-time sessional load.
- e) For purposes of future salary increases, the Step 1 per credit rate of \$1,628 (as of July 1, 2001) is considered equivalent to \$53.00 per student-credit. Two percent increases will be applied as of July 1, 2002, and July 1, 2003.
- f) Benefits eligibility will be determined at the DET withdrawal deadline.

This agreement will be effective as of May 15, 2002. The parties acknowledge that some staffing assignments already will have been made prior to the effective date of this Agreement, and therefore, agree that no such staffing assignments shall constitute a breach of this Agreement.

Signed this 6th day of June 2002

For the University:

Sharon Kaln
Tammy Brimmer
Derek Atkins
Walter Sudmant

For the Faculty Association:

Richard Anstee
Martin Adamson
Karen Needham
Norma Wieland
Brian Green
Rosanne Hood

¹ FTEs and the student-credit pay rate were calculated as follows:

$$\begin{aligned} \text{FTE} &= 553 \text{ (student credits)} = 18 \text{ (credits per year)} \times 30.7 \text{ (average class size)} \\ \$1,628 &= \$53.00 \text{ (per student credit)} \times 30.7 \text{ (average class size)} \\ \$48.84 &= \$60.30 \text{ (current rate at course completion)} \times 81\% \text{ (average completion rate)} \\ \text{An increase of 8.5\% gives } \$53.00 &= 1.085 \times \$48.84 \end{aligned}$$

NEW AGREEMENT FOR SESSIONAL LECTURERS

After months of meetings and discussions, the Arbitrator has handed down his award setting out the terms of the new Sessional Agreement.

A. History

Various categories of Sessional Lecturers have been in the Faculty Association's bargaining unit since 1974. Most recently, the part-time Sessional Lecturers with appointments less than 50% were added to the bargaining unit in 1999. Up until now, the terms and conditions for Sessional Lecturers were found in two different documents: (1) *the Agreement on Conditions of Appointment for Sessional Lecturers and Part-time Faculty Members*; and (2) *How the Agreement on Conditions of Appointment for Sessional Faculty Applies to Members with less than a 50% Appointment*.

The University currently employs 550 Sessional Lecturers. Of these, approximately 39% have less than 50% appointments, and approximately 61% have appointments with greater than 50% appointments. 13% of Sessional Faculty have obtained Continuing Status.

The University and the Faculty Association agreed in 2001 to re-negotiate and merge the two agreements into one document. Beginning in the summer of 2002, the University and the Faculty Association bargaining teams met numerous times to discuss the new terms for the Sessional Lecturers.

The Faculty Association, representing the Sessional Lecturers, were concerned that the Agreements did not properly reflect the commitments that the University has made to Sessional Faculty either expressly or implicitly, particularly with respect to those members who have achieved Continuing Status. They questioned whether they were valued, and expressed a need for greater participation in the University processes, particularly in those that have a direct impact on their employment relationship.

The University was concerned that any agreement should allow for the flexibility needed when Sessional Lecturers are used. Uncertainty is simply a reality when budget considerations, student enrolment and the individual plans of tenure and tenure track faculty impact on course assignments. At the same time, the University acknowledged that some departments could improve the process of course assignment, and that participation in departmental processes could foster greater collegiality between the Sessional Lecturers and other members of the departments.

Unable to reach an agreement, the parties agreed to appoint an Arbitrator, Glenn Sigurdson, to mediate and if necessary arbitrate the new Agreement.

Many more meetings and discussions followed and the final award was issued in September 2003. It applies to all Sessional Lecturers in place on or after July 1, 2002.

Note that this new *Agreement* expires on June 30, 2004 and will be discussed as part of negotiations for the new *Collective Agreement* for all faculty members.

B. Ten Significant Changes to Note

1. **Format:** The Agreements have been reorganized in two significant ways:
 - i. Instead of two agreements covering the Sessional Lecturers, we will now have one integrated agreement entitled *Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members*. It will be part of the *Collective Agreement* for faculty members.
 - ii. The new *Agreement* is now organized to follow the life of a Sessional Lecturer, starting with the appointment process.
2. **Teaching Mission:** There is now a specific acknowledgement, in the Preamble of the *Agreement*, of the contribution the Sessional Lecturers make to the teaching mission of the University: Preamble.
3. **Right to Reappointment:** It is recognized that the Sessional Lecturers have the right to reappointment: Art. 3.1 (subject to Art. 10.1 which says that a Sessional Lecturer may not be reappointed as a result of teaching performance, lack of funding, discontinuance of a course or section, or for just cause).
4. **Payment for Marking:** If the final exam is scheduled outside the appointment period or within 3 days of the end of the appointment period, the Sessional Lecturer will be paid an additional \$250 (it was \$200) for marking: Art. 2.3.
5. **Continuing Appointments:** Sessional Lecturers with a Continuing Appointment have a right to reappointment for (1) an equivalent length of time; (2) on the same basis (full-time or part-time); and (3) with the same course load as the year in which they achieved Continuing Status: Art. 5.2. Available courses are to be assigned to Sessional Lecturers with Continuing Status in accordance with their individual entitlement and in priority to other Sessional Lecturers: Art. 6.2. Sessional Lecturers with less than full-time appointments may apply for additional course assignments as they become available: Art. 6.4. If in the year the Sessional Lecturer achieves Continuing Status, his or her course assignments drop 10% or more below their average course assignment, the University will calculate the continuing appointment on the basis of the average, not the last year: Art. 5.3.
6. **Department Processes:** Departments are now required to include Sessional Lecturers with Continuing Status in existing departmental processes used to determine course loads and course assignments in the upcoming year in the same way and at the same time as tenured and tenure-track faculty are included: Art.

- 6.5. In other words, participation for Sessional Lecturers with Continuing Status is new but the process to be followed in a given Department remains the same.
7. **Serious Concerns in the First Year of Appointment:** If serious concerns are raised about the Sessional Lecturer's teaching performance in their initial appointment, the Head has the right, within 30 days, to make recommendations for remediation and/or decide not to reappoint: see Art. 7 for full details.
 8. **Review of Dossier:** A Sessional Lecturer now has the right to present his or her credentials to the Head at any time for consideration for appointment to a 12-month Lecturer position: Art. 12.1. The Head is obliged to review the dossier, but is not obliged to make the conversion.
 9. **Appointment to 12-month Lecturer Position:** New positions must be posted in the Department. Sessional Lecturers must be given notice and an opportunity to apply for new 12-month Lecturer positions: Art. 12.2(a). However, the Head has the discretion, at any time in the process, to decide to appoint from the internal candidates only, or to consider internal and external candidates: Art. 12.2(b).
 10. **Recall and Severance Pay:** Sessional Lecturers with Continuing Status who are not renewed have the right to either 24 months recall or a payment of 1 month's salary for each year of full-time service: Art. 10.7. Where a Sessional Lecturer's assigned course is discontinued or cancelled, he or she must receive at least one month's notice or \$300: Art. 10.5 (an increase from \$250).

C. *Five Things That Have Not Changed*

1. **Decision Not to Reappoint:** Reasons for the decision not to reappoint a Sessional Lecturer continue to include:
 - i. teaching performance;
 - ii. lack of funding (this includes the decision for a regular faculty member to teach the course);
 - iii. discontinuance or non-scheduling of a course or section of a course;
 - iv. for just cause: Art. 10.1.
2. **Qualifications:** Candidates for initial appointments continue to be judged primarily on qualifications, performance in teaching and experience: Art. 2.4. Candidates for reappointment continue to be judged principally on performance in teaching: Art. 3.2. The Head shall determine whether performance is of a sufficiently high standard to warrant reappointment: Art. 8.5. In making course assignments, the Head must continue to consider the qualifications to perform the required work, quality and effectiveness of work performed and length of service: Art. 6.1. Length of service is a determining factor only where the other factors are relatively equal: Art. 4.4 and 6.1.

3. **Continuing Appointments:** A Sessional Lecturer continues to achieve Continuing Status when he or she has worked 36 full-time equivalent months within a period of up to 6 academic years: Art. 5.1.
4. **Course Assignment:** A Department Head continues to have the right to change course assignments or alter duties or the term in which teaching is assigned: Art. 5.2. Note that this right must be exercised fairly. In assigning courses, first consideration must be given to Sessional Lecturers with Continuing Status and then to Sessional Lecturers who don't have Continuing Status: Art. 5.2. Sessional Lecturers who are less than full-time have the right to apply and be considered for additional courses or sections of a course that become available: Art. 6.4.
5. **Consultation with Departmental Standing Committee:** The Head must consult with the Departmental Standing Committee on appointments and course assignments except on a course assignment where *all* of the candidates for consideration have less than a 50% appointment: Art. 6.3.

D. Requirements for Heads

For the Sessional Lecturers, each Head is required to do the following:

1. **Appointment and Reappointment Process:** Describe in writing the departmental appointment and reappointment process, post the description and send a copy to the Dean's office and to the Faculty Association. Give a copy to any applicant who requests it: Art. 2.1. Maintain an open file of all such procedures: Art. 9.3.
2. **Copy of Agreement:** Supply a copy of the *Agreement* to Sessional Lecturers with the appointment letter: Art. 2.3.
3. **Duties of Sessional Lecturer:** Set out principal duties of the Sessional Lecturer in writing, including course(s) to be taught, responsibilities and percentage if a part-time appointment in the appointment letter: Art. 2.3.
4. **New Sessional Lecturers:** Assess teaching performance of Sessional Lecturers in their initial appointments and investigate (within 30 days) any serious concerns about teaching performance: Art. 7.
5. **Course Assignments:** In making course assignments, first consider Sessional Lecturers with Continuing Status and then existing Sessional Lecturers with part-time appointments for additional courses or sections of a course that become available: Art. 6.4. Post for new positions only after the pool of Sessional Lecturers has been considered: Art. 2.2.

6. **New Positions:** Post new positions in the Department for at least two weeks, unless the vacancy or change results from an unforeseeable event. Send the Faculty Association a copy of the posting: Art. 2.2.
7. **Evaluations:** Evaluate the performance of the Sessional Lecturers on a regular basis. Review teaching evaluations on an annual basis and, if requested by the Sessional Lecturer, meet with him or her: Art. 8.5. Sessional Lecturers should be evaluated on their teaching performance under the same processes as other faculty: Art. 8.4.
8. **Three Year Review for Sessional Lecturer with Continuing Status:** Every three years conduct a review of a Sessional Lecturer with Continuing Status to determine whether the percentage of time of the Continuing Appointment should be increased or decreased: Art. 5.6.
9. **12-Month Lecturer Position:** If creating a 12-month Lecturer position, give notice to the Sessional Lecturers: Art. 12.2.
10. **Departmental Processes:** Include Sessional Lecturers with Continuing Status in existing departmental processes used to determine course loads and course assignments, in the same way that tenured and tenure-track faculty are included: Art. 6.5.
11. **Consultation:** Use the departmental consultation process whenever Sessional Lecturers with a 50% or greater appointment are candidates for course assignments: Art. 6.3. (Heads are not required to not use the departmental consultation process for course assignments where the candidates all have less than 50% appointments).
12. **Appointments and Reappointments:** Consult with Departmental Standing Committee on views regarding appointments and reappointments of Sessional Lecturers with 50% or more appointments: Art. 9.1. Ensure that Sessional Lecturers with Continuing Status have representation on that committee. Inform the Sessional Lecturers of the procedure that will be used: Art. 9.3. Collect and maintain an open file of the departmental procedures. Send copy of procedures to Faculty Association: Art. 9.3. Communicate decision to candidate in a timely fashion: Art. 9.5.
13. **Unsatisfactory Performance:** If Sessional Lecturer is not going to be reappointed for unsatisfactory performance, immediately notify him or her in writing, with reasons. Send copy to the Faculty Association: Art. 10.2.

E. Rights Of Sessional Lecturers

The Sessional Lecturers are entitled to the following:

1. A copy of the Departmental appointment process, if he or she requests it: Art. 2.1.
2. An appointment letter with a copy of their principal duties and the percentage if less than full-time: Art. 2.3.
3. A copy of the *Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members* with the appointment letter: Art. 2.3.
4. The right to reappointment, unless they fall within the reasons set out in Art. 10.1: Art. 3.1.
5. If part-time, first consideration for additional courses or sections of a course before new positions are posted: Art. 6.4.
6. Confirmation of their length of service at the beginning of each appointment: Art. 4.5.
7. If they have Continuing Status, the right to have courses assigned to them in accordance with their individual entitlement, and in priority to Sessional Lecturers who do not have Continuing Status: Art. 6.2. If they have less than a full-time appointment, the right to apply for additional course assignments: Art. 6.4.
8. If they have Continuing Status, the right to participate in existing departmental procedures for determining course loads and assignments, in the same way and at the same time as tenured and tenure-track faculty: Art. 6.5.
9. To be evaluated regularly: Art. 8.1. To request a meeting with the Head to discuss their teaching evaluations: Art. 8.5.
10. To receive written reasons if not reappointed because of unsatisfactory performance: Art. 10.2.
11. Notice of vacant positions and the right to be considered for those positions if they apply: Art. 12.3. The opportunity to apply for 12-month Lecturer positions: Art.12.2.
12. The right to present their credentials to the Head at any time for consideration for a 12-month Lecturer position: Art. 12.1.

F. What does the Faculty Association Receive?

The Faculty Association is entitled to receive the following:

1. A copy of the departmental appointment and reappointment process: Art. 2.1 and 9.
2. Copies of new positions or available courses posted in the Department: Arts. 2.2 and 4.4.
3. A copy of the Sessional Lecturer's updated report of his/her accumulated service at the beginning of each appointment: Art. 4.5.
4. A copy of the written reasons if a Sessional Lecturer is not reappointed due to unsatisfactory performance: Art. 10.2.

January 22, 2004

Sessional Lecturers

