

AGREEMENT BETWEEN

University of Victoria



and

**Canadian Union of
Public Employees
Local 4163 (Component 3)**



May 1, 2012 to April 30, 2014

If you have any questions on the application or interpretation of this collective agreement please call either the CUPE, Local 4163 Union Office at 472-4778 or the University Human Resources Department at 721-8085.

Members of the bargaining unit include Music Performance Instructors, Sessional Lecturers, Long-Service Sessional Lecturers and some adjunct faculty (see Letter of Understanding #1 Certification Clarification). Unless specified herein the terms “sessional,” “sessional lecturer,” and “sessional instructor” are equivalent terms.

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ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the University and its employees represented by the Union, so that efficient University operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to employees within the scope of the bargaining unit.
- 1.02 Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

ARTICLE 2 - UNION RECOGNITION

2.01 Union Recognition

The University recognizes the Canadian Union of Public Employees Local 4163 (Component 3) as the sole and exclusive bargaining agent and representative for the Employees of the University of Victoria for whom they have been certified by the Labour Relations Board of British Columbia.

The letter of Understanding on Certification Clarification shall remain in effect until the parties agree to remove it from the collective agreement.

2.02 No other Agreements

No employee will be required or permitted to make a written or verbal agreement with the University or its representatives, which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - UNION DUES AND INFORMATION

3.01 Dues Check-off

The Union, on behalf of all employees within the bargaining unit, authorizes the University to deduct and pay out of the wages and or salary due to the employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

It is understood that dues and assessments will be either a flat dollar amount or a percentage of salary, and that the University will not deduct initiation fees for employees with an existing employee number. Employees hired for the first time in the bargaining unit will be deducted the initiation fee. The deduction methods set out in this article are subject to the Union Constitution.

- 3.01 It is recognized that some employees' deductions may be missed on their first payroll due to payroll deadlines. The University will make every effort to minimize this; however, the University will not be held responsible if some dues are missed in these circumstances. The Union will be provided the required information to recover missed dues directly from employees (see Article 3.03 and 3.06c). The parties agree to monitor the initial implementation of this method and if appropriate to consult on practical alternatives if there are serious problems.

All current employees as of the date of certification (June 1, 1999) will be deemed union members unless they opt out of union membership by written notice to the Union. The employees who opt out of the Union will have an amount equal to dues deducted and remitted to the Union. All new employees will be members of the Union.

3.02 **Notice of Changes**

The Union will inform the University in writing, with a minimum of two months notice, of any change in the amount of initiation fees, regular dues and assessments to be deducted and the University will deduct at the rate for which it has received most recent notice.

3.03 **Forwarding Dues**

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all employees in the bargaining unit and their employee numbers, amount of dues deducted and amount of earnings. Where technical problems arise and the University is unable to forward these deductions by the agreed date, the University will provide an interim payment so that the Union can meet the requirements of its Constitution. As soon as possible thereafter, the University will make the necessary adjustments and finalize the dues payment and report noted above.

3.04 **T-4s**

The University will indicate the monthly deduction of dues on each employee's pay notification and will report on the employee's T4 slip the total union dues deducted during the previous year.

3.05 **Indemnification**

The Union will indemnify and save the University harmless from all and any claims which may be made against it by an employee or employees, for amounts deducted from pay as provided in this Article.

3.06 **Information**

[Note: It is understood that where possible, reports in this article will be supplied electronically].

- 3.06 (a) The University agrees to inform all applicants for employment in the bargaining unit (either verbally or on a posting) that the Union represents the Bargaining Unit and that a Collective Agreement is in effect.
- (b) The University agrees to provide the Union, either prior to or by the fifth (5th) week of each academic term, (or upon reasonable request), with a listing alphabetically by department and by classification and student status of the names, home telephone numbers, email and mailing addresses of Bargaining Unit members unless an employee specifically requests otherwise to be excluded from the listing. The University also agrees to make employees aware of the electronic version of the Collective Agreement upon commencement of their employment and provide them with a copy of the Collective Agreement upon request. The cost of printing the Agreement will be shared equally between the University and the Union. The number of copies printed will be determined through mutual agreement of the parties.
- (c) The University will provide the Union no later than the fifteenth (15th) of each month with a report of employees paid by time sheet who have worked in the previous month, indicating name, hours worked, department and whether union dues were paid.
- (d) The Union will provide the University with the name, department, EMail and telephone number of each Union Steward, Executive Member(s) and of the Union Representative(s) annually, by October 31st, and such changes thereafter as they occur.
- (e) The University will provide the Union with the names, departments, EMail and telephone numbers of the academic and/or administrative departmental contact for all members of the Bargaining unit by October 31st each year.

ARTICLE 4 - UNION FACILITIES

4.01 Bulletin Boards

The University will provide space on a bulletin board in each Department where members of the bargaining unit are employed and such space will be designated as CUPE 4163 space. The Union will have the exclusive right to use this space to convey information to employees.

4.02 Campus Mail

The University agrees to permit the Union the use of Campus Mail facilities for business pertaining to the Union and in order that all members of the bargaining unit be kept well-informed of Union meetings. All postage for metered mail must be supplied by the Union. For purposes of greater certainty, the University agrees to distribute notification of Union meetings provided by the Union to members of the bargaining unit through Campus Mail.

4.03 Room Bookings

The University will permit the Union to book University rooms for which no charge exists through Non-Academic Bookings for business meetings of the Union at no cost.

ARTICLE 5 - MANAGEMENT RIGHTS

The right to manage operations and to direct employees is retained exclusively by the University except as this Agreement otherwise specifies.

ARTICLE 6 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY, AND OTHER COMPLAINTS

6.01 Discrimination Defined

- (a) The Parties agree to abide by the Human Rights Code of British Columbia (RSBC 1996, c.210), its spirit, and intent, as it relates to employment of members of the bargaining unit.
- (b) The University and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practised with respect to any member of the Bargaining Unit in his/her employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the employee, or because that employee has been convicted of a criminal or summary conviction offence that is unrelated to her/his employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights Act, nor by reason of membership in a trade union. It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

6.02 Sexual and Personal Harassment

- (a) The Union and the University recognize the right of bargaining unit members to work and learn in a work environment free from sexual and personal harassment.
 - (i) The University Harassment Policy and Procedures is accessible to all members of the University Community and the Office for the Prevention of Discrimination and Harassment is available to all employees in the bargaining unit. Nothing in the Harassment Policy and Procedures bars employees from claiming their rights under other procedures whether available at law or under this Collective agreement.
- (b) Processing Complaints - The parties agree to the following guidelines in the event of a harassment complaint affecting any employee in the bargaining unit:
 - (i) The Harassment Office will inform an employee that Union representation is available at the informal stage of the complaint process.

- 6.02 (b) (ii) Where an employee has submitted a complaint of harassment beyond the informal stage of the Harassment Policy, the Union will be advised in confidence of the existence of a complaint and the employee will be represented by the Union if the employee elects to proceed with a complaint to the completion of the investigation stage under the Harassment Policy.
- (iii) Where an employee wishes to pursue a complaint of harassment beyond the informal or investigation stage of the Harassment Policy, the Union will process the complaint as a formal grievance under Article 10 of the Collective Agreement, and the complainant and the Union agree to abandon pursuing the complaint under any other University policy, including the Harassment Policy and Procedures.
- (iv) Where an employee is a respondent to a complaint of harassment beyond the informal stage of either the Harassment Policy or another collective agreement, the Union will be advised in confidence of the existence of a complaint affecting the respondent, and the respondent will be referred to the Union for representation throughout any proceedings.
- (v) These guidelines may be modified, as circumstances warrant by written agreement of the parties and the employee(s) involved in any complaint.

6.03 Employment Equity

The University and the Union hereby acknowledge, recognize and support the employment equity program at the University of Victoria. The Parties agree to co-operate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.

6.04 Other Complaints

The University and the Union agree to co-operate in a timely manner to resolve complaints of behaviour, including those under Articles 6.01 and 6.02, that involve or affect members of the bargaining unit and have an unreasonably detrimental effect on work performance.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Labour Management

- (a) No employee or group of employees will undertake to represent the Union at meetings with the University without the proper authorization of the Union. Neither will the University meet with any employee or group of employees undertaking to represent the Union without the authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union will speak for the Union.

- 7.01 (b) The Union and the University acknowledge the mutual benefits to be derived from joint consultation and approve the establishment of a Labour/Management Committee (LMC). The Committee will function in an advisory capacity only, making recommendations to the Union and/or the University with respect to its discussions and conclusions, and will not have the power to modify the terms of this Agreement. Such meetings will be held at a mutually agreeable time upon the request of either party.
- (i) Meetings will normally be scheduled on a regular, monthly basis. The date, time and location of each meeting will be set at the end of the prior meeting.
 - (ii) Agenda items will be exchanged between the LMC Union Co-Chair and the Human Resources representative no later than the day before the meetings.
 - (iii) The LMC will normally consist of three or four and not more than six representatives from each party. Quorum for meetings is four participants, two from each side, unless the parties agree otherwise prior to the meeting.
 - (iv) All discussion will be without prejudice and precedent and there will be no limitation on agenda items.
 - (v) Should the parties agree in the meeting to a "with prejudice" statement or outcome, such agreements will only occur in accordance with the provisions of Article 20 of the collective agreement.
- (c) The Union will have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors to the Union when dealing or negotiating with the University.
- (d) Representatives of the Union will have the right to attend meetings between the University and the Union held within working hours without loss of pay.

7.02 Collective Bargaining

- (a) For the purposes of negotiations the Union Bargaining Committee will be made up of not more than eight (8) members. The University will provide up to five (5) members of the Union Bargaining Committee release time from their normal duties without loss of pay, when they are required for negotiations. An additional two Union Committee members may be released without loss of pay at the Union's request, and the University will invoice the Union for the salary cost of the additional two Union Committee members.
- (b) Inclusive of the eight (8) members in Article 7.02 (a), the Union will have the right to be assisted by a representative of the Canadian Union of Public Employees.
- (c) The Parties will schedule bargaining sessions to minimize operational impacts.

ARTICLE 8 – DISCIPLINE

8.01 Just Cause

No employee will be disciplined or discharged without just cause. In all cases of discipline and/or dismissal, the University bears the burden of proving just cause.

8.02 Progressive Discipline

Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will normally include a verbal warning, a written warning, and suspension prior to discharge. At each stage prior to discharge, the supervisor or administrative head will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the employee that failure to improve performance will result in further disciplinary action.

8.03 Union Representation

- (a) Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an employee until the cause for discipline has been discussed with the employee by the Department Chair (or designate). An employee and the Union will be given at least twenty-four (24) hours notice of any meeting which may result in discipline beyond a verbal warning. The employee will be advised that he/she has the right to be accompanied by a Union representative. A Union representative will be present at all disciplinary meetings except in a case of gross misconduct or serious insubordination where immediate action is warranted, or in a case where the Union notifies the University that the employee has decided not to be represented by the Union.
- (b) In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours notice may be waived. The supervisor will make a reasonable effort to have a Union representative present at any initial meeting, and in accordance with Article 8.03 (a), a Union representative will be present at all subsequent disciplinary meetings.
- (c) Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

8.04 Disciplinary Records

- (a) Any disciplinary action taken beyond a verbal warning will be documented and form part of the employee's personnel record maintained in the Department and at Human Resources. This written record of discipline will be provided to the employee within three (3) working days of the meeting at which the employee is informed of the reasons for discipline, and will be copied to Human Resources and the Union. The employee may also respond in writing, and this response will also be filed in the employee's personnel record.

- 8.04 (b) An employee may request in writing that any formal written record of discipline issued in accordance with Article 8 be removed from the employee's Department and Human Resources personnel file after eighteen (18) months worked (or in the case of an employee registered in a full-time academic degree program, three academic terms worked), provided no other disciplinary offence was committed during that period that resulted in a written record of discipline, unless the original offence was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

ARTICLE 9 - ACADEMIC FREEDOM AND RESPONSIBILITY

- (a) In the teaching and marking of a course, employees shall be accorded academic freedom to present that course, without institutional reprisal, insofar as the employee:
- (i) Operates with the understanding that the right to academic freedom carries with it the obligation to use the freedom in a responsible way, with due regard to the rights of others.
 - (ii) Abides by course design, content and method of delivery as determined by the academic unit. The academic unit reserves the right to require that certain teaching materials are used.
 - (iii) Acknowledges that academic freedom does not confer legal immunity nor does it diminish the obligation of the employee to meet the duties, responsibilities, and standards of the teaching assignment.
- (b) It is recognized that the University is not required to support original research of employees and that employees are not expected to participate in original research to maintain their work at the University. Employees may claim University affiliation for original research provided it is done so in conformity with departmental guidelines and University policy. Representatives of the Union shall be involved in any process that alters or creates policies that affect this article of the Collective Agreement.
- (c) Notwithstanding the University's right to make reappointment decisions consistent with the terms of the collective agreement, employees who investigate, publish, and theorize within their area(s) of academic expertise recognized by the University, may do so free from institutional reprisal in such decisions.

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

10.01 Definition of a Grievance

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

10.02 Union May Institute Grievance

The Union and its representatives will have the right to originate a grievance on behalf of an employee, or group of employees, and to seek resolution with the University in the manner provided in the Grievance Procedure.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the University has a grievance, such dispute or grievance will be initiated at Step II.

10.04 Recognition of Union Stewards, Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the University acknowledges the role of Union Stewards, Representatives and the Union Grievance Committee in the grievance process. The Stewards will assist any employee represented by the Union in preparing and presenting his/her grievance in accordance with the grievance procedure.

10.05 Carrying out Duties

The University agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. It is agreed that no Union official or Steward will leave his/her work without first obtaining permission from his/her Supervisor, which will not be unreasonably withheld. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an employee, whether as a Grievor, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which he/she would otherwise be entitled as a bargaining unit employee.

10.06 Grievance Procedure

The supervisor and employee are encouraged to resolve complaints informally. An employee should initiate discussion with their supervisor within ten (10) working days of the employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. The supervisor or employee may request assistance from others, including Human Resources and the Union. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

Step I

- (a) Where a complaint is not resolved informally within five (5) days after an informal attempt has been initiated, and the employee decides to grieve, the employee will immediately submit the complaint to the Union. If the Union decides to proceed with a grievance, the grievance will be stated in writing and will be submitted to the Department Chair (or equivalent) with a copy to the Supervisor and Human Resources within five (5) working days of receipt of the employee's complaint. The written grievance will provide:

- 10.06 (a) (i) A description of the grievance and the incident(s) from which grievance arose.
- (ii) The suggested remedy.
- (b) The Department Chair (or equivalent) will meet with the employee within five (5) working days. The employee may be accompanied by his/her Steward or another Union representative. The Department Chair may be accompanied by another representative of the University.
- (c) After receipt of a written grievance, the Department Chair will have a maximum of five (5) working days in which to present a written reply (via Human Resources) to the Union with a copy to the Grievor(s). Failing settlement, the grievance will proceed to the next step within a maximum of five (5) working days of the Department Chair's reply.

10.06 Step II

- (a) Step II will commence upon written notice from the Union to the Department of Human Resources. The University Representatives and the Union Grievance Committee will then have ten (10) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, either party will, not later than five (5) working days following the ten (10) working day time limit, signify in writing to the other party its intention to invoke the arbitration procedure as set out in Article 11.

10.07 **Time Limits**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

10.08 **Employees May be Present**

Where required by the Union, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to the resolution of a grievance and may take part at any step in the grievance procedure. The parties will inform each other of who will be present at any grievance meeting.

Where an on-campus meeting is not practical because of the employee's work site, the parties agree that such a meeting could be conducted through other media such as teleconference or videoconference. Agreement will be by mutual consent, but will not be unreasonably withheld.

10.09 **Priorities**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

10.10 Location of Grievance Meetings

The University will provide an appropriate room for grievance meetings.

10.11 Technical Objections to Grievance

No grievance will be defeated or denied by any minor technical objection.

ARTICLE 11 – ARBITRATION

11.01 Composition of Board of Arbitration

A single arbitrator will be appointed by mutual agreement of the Parties. In the alternative, and upon mutual agreement, the parties may decide upon an arbitration board and in such case each party will notify the other party of its nominee. The parties nominees shall then agree on the chair of the arbitration board.

11.02 Failure to Appoint

Should the Parties fail to agree on an Arbitrator, or if the two nominees fail to agree upon a chair of the arbitration board, either party may request the Minister of Labour of the Province of British Columbia to appoint one.

11.03 Decision of the Arbitrator

Where the parties mutually agree, they may request an oral decision immediately following the hearing with written reasons to follow. The decision of the Arbitrator will be final, binding, and enforceable on all parties. The Arbitrator will not have the power to change this Agreement or alter, modify or amend any of its provisions.

11.04 Disagreement on Decision

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator for a clarification of the decision, which will be done as expeditiously as practical.

11.05 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator will be shared equally between the parties.

11.06 Amending of Time Limits

Whenever a stipulated time is mentioned in the procedure above, it may be extended by mutual consent of the parties. Technical errors or omissions that are not relevant to the substance of the grievance will not be grounds for an objection.

11.07 Witnesses

When the University requires an employee to attend a hearing or review process the employee will be entitled to attend without loss of pay. When such a hearing or review process occurs outside the employee's normal working hours, pay and benefits will be as per the Collective Agreement. When the employee requests a Union representative, the representative will be able to attend the hearing or review process without loss of pay, and where such a hearing or review process occurs outside the Union representative's normal working hours the representative will be entitled to straight time off in lieu or, where this is not possible, will be paid the hours at straight time.

ARTICLE 12 - PICKET LINES

12.01 Right to Refuse

The University agrees that no employee will be subject to discipline or dismissal for refusing to cross a lawful picket line within the meaning of the Labour Code of British Columbia (RSBC 1996 c.244). However, if such refusal results in the employee not being able to perform the employee's duties, he/she may immediately be taken off the payroll until once again able to perform the normal duties of the position.

12.02 Work of Employees on Strike or Locked Out

The University agrees that it will not request, require, or direct employees covered by the collective agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those employees on strike or locked out.

ARTICLE 13 - EXPRESSIONS OF INTEREST, APPOINTMENT PROCEDURES

For the purposes of this article:

"administrator" will mean the academic unit chair, director, dean or designate.

"assignment year" means the period from May 1st to April 30th.

13.01 Expressions of Interest

- (a) The administrator annually determines the teaching assignments that may be available for sessional lecturers under this Collective Agreement. The administrator then makes teaching assignments to Continuing Sessionals, graduate students and postdoctoral fellows (reference Article 24.06). In making assignments to Continuing Sessionals the administrator:
 - (i) takes into account what the Continuing Sessional Lecturer has previously taught satisfactorily
 - (ii) takes reasonable steps to offer to the Continuing Sessional Lecturer, over the course of the assignment year, his or her academic unit allocation calculated under the terms of the agreement.

- 13.01 (b) The balance of the teaching assignments available will be posted by the unit on the unit web site at least three months prior to the commencement of the fall term, at least three months prior to the spring term, and at least two months prior to the commencement of the summer session subject to Article 13.03 - Emergent Needs.
- (c) The posting will include:
- (i) A request for expressions of interest for sessional assignments.
 - (ii) Identification of the appointments as within the CUPE 4163 (Component 3) Sessional Lecturers certification.
 - (iii) Identification of the courses and/or sections that may be available.
 - (iv) Specification of the anticipated date by which employment decisions will be made.
 - (v) The following statement. "The University of Victoria is an equity employer and encourages applications from women, persons with disabilities, visible minorities, aboriginal peoples, people of all sexual orientations and genders, and others who may contribute to the further diversification of the University".
 - (vi) A statement that the University reserves the right to fill additional teaching assignments from the pool of applicants for this posting.
- (d) The Posting may indicate that positions are subject to funding and or enrolment criteria.
- (e) Normally, the stated deadline for expressing interest in a sessional assignment will be two to four weeks from the date of posting. Under no circumstances shall the posting period be for less than two weeks.
- (f) All expressions of interest must be submitted in writing to the unit administrator in accordance with the requirements as stated in the posting.
- (g) Continuing Sessionals may submit expressions of interest, and these will be considered with the expressions of interest from other qualified applicants. Any work given to a Continuing employee through the posting provisions does not increase the obligation noted in (a) above.
- (h) The academic unit will take reasonable steps to confirm appointments prior to commencement of the academic term.

13.02 **Assignment Procedures**

- (a) Each unit's assignment selection criteria will include the qualifications and ability of the candidate(s) based on relevant education and professional experience and teaching effectiveness.
- (b) The unit administrator will be responsible for selection decisions. He or she will ensure selection decisions are consistent with the criteria set out above, and will ensure these decisions are not arbitrary, discriminatory, or in bad faith. Once the unit administrator makes the selection decision, she or he shall provide the appointed sessional with the course schedule.

- 13.02 (c) Employees who have previously taught the same or substantially similar course(s) for which they have submitted expressions of interest and are not re-assigned to teach that course may request an interview with the administrator to discuss the appointment decision. Employees shall have the right to be accompanied by a Union representative.

13.03 Emergent Needs

When additional teaching assignments become available after the original posting then these positions may be filled without a posting. When the unit fills these assignments, the provisions of Article 13.02 will be applied and the unit administrator will consider sessionals who have previously taught the course(s), or have submitted an expression of interest for this or similar courses in response to the most recent posting.

13.04 Course Cancellation

When a course is cancelled within four weeks before the first scheduled class for the fall and spring terms and two weeks for summer semester courses, the sessional instructor shall be paid \$250.00. When a course is cancelled after the first scheduled class, and no replacement course work is offered, then the sessional instructor shall be paid \$675.00 in addition to payment for work already performed.

ARTICLE 14 - TEACHING AND MARKING PRACTICES

As part of their appointment all Sessionals are required to maintain currency in the teaching and marking practices of the courses they are assigned to teach in the academic unit.

ARTICLE 15 - ORGANIZATIONAL CHANGE

- (a) If the University introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions, or security of employment of a significant number of employees to whom a collective agreement applies, the University agrees to give the Union sixty (60) days written notice prior to the measure, policy and/or practice taking effect.

During the notice period the University will consult with Union Representatives through the Labour/Management Committee with the intention of developing a strategy to allow the sessional to complete their current appointment in the term in which notice is served.

- (b) **Change Which Affects a Small Number of Employees**

Where individual departments implement changes in their instruction, marking or other assignments between faculty, professional staff and CUPE 4163 positions, or reorganize programs or courses so that fewer employees are required, every effort will be made to implement the change after the end of the term of employment of the affected employee(s) and to notify the Union as early as practical in advance so that the parties may discuss how to minimize the impact of those changes on these employees.

ARTICLE 16 - HOLIDAYS AND BENEFITS

16.01 Statutory Holidays

- (a) No employee will be required to work on any of the following holidays, nor on any other day proclaimed as a general holiday by the Government of Canada or by the Government of British Columbia:

New Year's Day
Family Day
Good Friday
Easter Monday
Victoria Day
Canada Day

BC Day
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

nor on any day that the University declares as a day in lieu of any of the above holidays, nor on any day on which the University is closed according to the University Calendar.

- (b) Employees may request time off for religious observance for a day which is not provided by statute, and the University will take reasonable measures to accommodate such requests in accordance with University Policy 1525 on Accommodation for Employees on Days for Religious Observance.

16.02 Personnel Benefits

(a) Continuing Sessionals

(i) Participation

All Continuing Sessionals are eligible for and will participate in the Medical Services Plan, Extended Health Benefits, the Dental Plan, the Money Purchase Pension Plan and Basic Group Life Insurance until their employment ceases due to resignation, retirement, termination for just cause, upon layoff and severance resulting in University Allocation falling below 7.5 units, or upon not meeting qualifying criteria when Continuing status is reviewed per Article 24.01. Participation in the Money Purchase Pension Plan is subject to provisions of the Income Tax Act. Those who are already pensioners under the plan are not eligible to contribute. Participation in the Group Life Insurance is limited to active employees up to the earlier of their retirement date, or December 31st of the year in which the employee attains age 71.

Notwithstanding the above, Continuing Sessionals once enrolled, whose teaching load falls below 7.5 units due to illness or injury may elect to continue enrolment through to the end of the Assignment Year and provide the University with payment of their own and the University's share for such period through either arrangement with Payroll to have such deducted from their pay (if applicable) or by provision of post-dated personal cheques. Sessional Lecturers who do not provide advance payment for such entire period will be considered to have opted out of all the relevant benefit plans.

16.02 (a) (ii) Medical Services Plan, Extended Health Benefits and Dental Plan

The premiums for the Medical Services Plan, Extended Health Benefits and Dental Plan depend on the extent of coverage (single, couple, or family). Premiums are set by the plan administrators. Premiums are paid 75% by the University and 25% by the Continuing Sessional Lecturer. Participation in the Medical Services Plan is also subject to the eligibility rules of that plan.

(iii) Group Life Insurance (Basic and Optional)

Participation in the Optional Group Life Insurance plan is subject to evidence of insurability. Optional coverage is available only after enrolment in the Basic Life Insurance Plan.

Sessional Lecturers pay the full premium for any optional coverage elected. The University pays the premium for the basic coverage, which provides a death benefit equal to 1.5 times (1.0 times from age 65 to end of participation) the insured earnings in the twelve months immediately preceding death.

(iv) Long Term Disability

The University provides a Long Term Disability (LTD) Plan at a maximum cost of 3.08% of basic salary.

In the event the LTD Plan benefits need to be altered in order to contain costs, the University will provide two (2) months' notice to CUPE Local 4163, and will consult with CUPE Local 4163 through the President of CUPE Local 4163. All continuing sessional employees who are eligible under the terms of the LTD Plan will, as condition of employment, participate in the plan the first day of the month coinciding with or following the appointment to a Continuing Sessional position.

For further information about the LTD Plan, reference should be made to the Benefits Handbook available from the Human Resources Department.

(b) Term Sessionals

(i) Qualifying Period

The Qualifying Period to determine eligibility for benefits consists of one to three terms from the beginning of a Summer Session to the end of the subsequent Winter Session (fall and spring terms).

(ii) Eligibility Period

A Sessional Lecturer whose teaching load in a qualifying period is at least 7.5 units, or whose teaching load during the qualifying period is initially less than 7.5 units and is revised to be at least 7.5 units, is eligible to participate in each of the benefit plans listed below for the Winter Session (fall and spring terms) noted above and the subsequent Summer Session, subject to any additional requirements as noted. Eligibility for benefits is reassessed each September.

16.02 (b) (iii) Participation

Sessional Lecturers who choose to participate must do so at the time of eligibility. In all cases participation in the plans is voluntary, as set out below. Participation in the Money Purchase Pension Plan is subject to provisions of the Income Tax Act. Those who are already pensioners under the plan are not eligible to contribute. Participation in the Group Life Insurance is limited to active employees up to the earlier of their retirement date, or December 31st of the year in which the employee attains age 71. Once application for participation is made and approved, with the exception of the Pension Plan, Sessional Lecturers must maintain coverage through the entire Eligibility Period noted above. Sessional Lecturers who choose not to enroll once eligible or who do not provide advance payment during the Summer Session or during a period of non-appointment will not be permitted to participate in the relevant benefit plans, where appropriate, during the two subsequent years (i.e. two full Eligibility Periods).

Participation for all benefits, including Pension Plan, is subject to the provision that Sessional Lecturers cannot participate before the start of their appointment and eligibility. Those whose approved Recommendation for Appointment form and Application to Participate are received by Human Resources by the fifteenth of the month will participate from the start of that month; otherwise, they will participate from the first of the next month.

Once enrolled, Sessional Lecturers who do not hold an appointment during some or all of the Eligibility Period noted in (ii) above must provide the University with payment of their own and the University's share for any non-appointment period(s) of eligibility through either arrangement with Payroll to have such deducted from their final pay cheque from the preceding term (if applicable) or by provision of post-dated personal cheques. Sessional Lecturers who do not provide advance payment for such entire period will be considered to have opted out of all the relevant benefit plans, except the Pension Plan, and will not be eligible to participate during the two subsequent years (i.e. two full Eligibility Periods).

Once enrolled, Sessional Lecturers whose teaching load falls below 7.5 units during the Eligibility Period due to illness or injury during some or all of the Eligibility Period noted in (ii) above may elect to continue enrolment and provide the University with payment of their own and the University's share for such period of eligibility through either arrangement with Payroll to have such deducted from their final pay cheque from the preceding term (if applicable) or by provision of post-dated personal cheques. Sessional Lecturers who do not provide advance payment for such entire period will be considered to have opted out of all the relevant benefit plans.

All benefit premium costs for eligible summer session, except Pension Plan, will be paid in advance by eligible Sessional Lecturers through post dated cheques. The University's portion of the benefit premiums for the Summer Session, if applicable, will be paid retroactively, on completion of the Sessional Lecturers' summer session appointment(s).

- 16.02 (b) (iii) Exceptions to this are for those who qualify and enrol for Pension Plan benefits in the Eligibility Period noted in (ii) above, and when a Sessional Lecturer is scheduled to teach a 'K' section course in which cases benefits may be maintained on the normal cost sharing basis without the need for prepayment and retroactive adjustments.
- (iv) Medical Services Plan, Extended Health Benefits and Dental Plan
The premiums depend on the extent of coverage (single, couple, or family). Premiums are set by the plan administrators. Premiums are paid 75% by the University and 25% by the Sessional Lecturer during the term(s) in which a Sessional Lecturer holds an eligible appointment(s). Participation in the Medical Service Plan is also subject to the eligibility rules of that plan.
- (v) Pension Plan
Participation in the Money Purchase Pension Plan is also subject to having completed an appointment to teach at least 7.5 units in a period of one to three terms (summer session and subsequent fall and spring) within the previous three years.
- (vi) Group Life Insurance (Basic and Optional)
Participation in the Optional Group Life Insurance plan is subject to evidence of insurability. Optional coverage is available only after enrolment in the Basic Life Insurance Plan.

Sessional Lecturers pay the full premium for any optional coverage elected.

During the term(s) in which a Sessional Lecturer holds an eligible appointment(s), the University pays the premium for the basic coverage, which provides a death benefit equal to 1.5 times (1.0 times from age 65 to end of participation) the insured earnings in the twelve months immediately preceding death.

If employees elect to extend the coverage beyond the appointment period, then the death benefit for the basic coverage in the extended period will be calculated as 1.5 times (1.0 times from age 65 to end of participation) the insured earnings in the twelve months immediately preceding death.

(c) Application of Premiums

During term(s) in which a Sessional Lecturer holds an eligible appointment(s), that Sessional Lecturer's twenty-five percent contribution to the total costs of the Medical Services Plan, Extended Health Plan, and Dental Plan will be applied firstly towards the total premium cost of the Medical Services Plan in order that the premium costs are shared in such a way as to minimize the tax liability of the employee.

16.03 Professional Development Expense Accounts

The University shall inform Continuing Sessional Lecturers of their rights and obligations under the University's policy for Professional Development and the Central Pro-D fund. The University agrees that the policy will not be changed without consultation with the Union. The Union and the University will periodically review the guidelines and/or consider suggestions of the Joint Committee, and will make recommendations to the University to revise the guidelines covering the administration of the Central Pro-D fund.

ARTICLE 17 – LEAVE

17.01 Sick Leave

Sessionals will be given the option, by the unit administrator, of substituting teaching assignments with a qualified instructor or making up the time where practical, so as to maintain salary when unable to attend work, on a short term basis, due to illness or injury.

When this is not possible, the University will continue its practice of continuing pay for a short-term illness as determined by the unit's budget for providing relief staff, and by the number and length of absences in a unit. It is understood that unit administrators must therefore exercise some discretion in administering the above practice.

The University and the Union agree that this practice will continue for the duration of the Collective Agreement.

17.02 Union Leaves

(a) Short-term occasional Leaves

The parties recognize that from time to time a sessional lecturer may have to be released from regular duties to attend a union activity. Short-term occasional leaves will be granted provided the unit administrator:

- (i) receives timely notification
- (ii) is satisfied that the sessional lecturer has put arrangements in place that will ensure the absence will not have a negative effect on the adequacy of the learning experience or reduce the effectiveness of a probationary or qualifying period. When a qualified replacement is required, the Union will reimburse the unit for all of the replacement costs (salary and benefits).

(b) Extended Leaves

Where the nature of the leave is such that it is sufficiently frequent or extensive that the sessional lecturer requires a release from a teaching assignment the Union will:

- (i) provide a minimum of sixty (60) days notice to the unit administrator with a copy to Human Resources,

- 17.02 (b)(ii) ensure that the leave request will be for a minimum of one complete teaching assignment (for example, one section of a course for one term) and in additional increments of not less than one complete assignment.

On receipt of the leave request, the unit administrator will take reasonable steps to find a suitable replacement. This may require that the vacancy be filled without posting. Where a qualified replacement is found, the Union will reimburse the unit for all of the replacement costs incurred (salary and benefits). The sessional lecturer replacing the sessional lecturer on leave shall be entitled to salary and benefits as provided for in this agreement.

The University will provide, only to the sessional lecturer on leave, the benefits of Articles 13, 16 and 23 (salary, benefits, job security and status) under this agreement as if he or she had completed the teaching assignment(s). In no case shall the union leave provide an additional salary or benefit improvement under this agreement other than what that sessional lecturer would have accrued if he or she had taught the assignment(s). The granting of an extended leave should not act to so as to reduce a probationary or qualifying period.

17.03 Leave for Court Appearances

- (a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The employee concerned will deposit with the University any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- (b) In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.

17.04 Pregnancy/Parental Leave

- (a) Employees are entitled to Pregnancy and Parental (including Adoption) Leave as specified in this Collective Agreement and under the Employment Standards Act of British Columbia (RSBC 1996 c.113), as amended from time to time.
- (b) Upon return from leave, employees will be placed in their original positions or, if such placement is not possible, in a comparable placement. It is understood that any such placement is not intended to create employment for which the employee would not have otherwise been eligible under Article 13.

Pregnancy Leave

- (c) Employees who have given birth to a child are entitled to 17 consecutive weeks of pregnancy leave without pay.
- (d) Further pregnancy leave without pay, of up to 6 consecutive weeks, will be granted where the employee is unable to return to work for reasons related to the birth, as certified by a medical practitioner.

Parental (including Adoption) Leave

- 17.04 (e) Employees who meet the requirements of one of the following categories are entitled to parental leave without pay as outlined below:
- (f) (i) An employee who has given birth to a child is entitled to either 35 consecutive weeks of leave without pay if pregnancy leave is taken, or 37 consecutive weeks of leave without pay if pregnancy leave is not taken.
 - (ii) The total pregnancy and parental leave taken must not exceed 52 weeks unless further leave is granted under the provisions of Article 17.04 (d) and/or 17.04 (i).
 - (g) A birth father of a child, or another person who is recognized by the child's birth mother as her life partner, and who will act as a parent in relation to the child, is entitled to 37 consecutive weeks of unpaid leave.
 - (h) An employee who is the adoptive parent of a child is entitled to 37 consecutive weeks of unpaid leave.
 - (i) Further parental leave without pay, of up to 5 additional weeks, will be granted where the child is certified, by a medical practitioner or the agency which placed the child, to be suffering from a physical, psychological or emotional condition.

17.05 **Continuing Sessional Pregnancy/Parental Leave Supplementary Benefit**

Effective May 1, 2013, Continuing Sessional employees excluding Continuing Sessional employees who are either on layoff or leave of absence without pay, unless that leave of absence is for medical reasons associated with the pregnancy, are entitled to receive up to eighteen (18) weeks of Supplementary Benefit, provided they have applied for and are eligible to receive at least eighteen (18) weeks of Employment Insurance maternity or parental benefits. The Supplementary Benefit will be paid as follows:

- (a) Where an employee is required to serve a two-week waiting period for Employment Insurance maternity or parental benefits, the University will pay ninety-five percent (95%) of the employee's normal basic earnings for the first two (2) weeks.
 - (i) During the next sixteen (16) weeks of maternity or parental leave, the employee will receive from the University a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
 - (ii) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11.

- 17.05(b) Where a two-week waiting period for Employment Insurance maternity or parental benefits is not required, the University will pay the employee, for up to eighteen (18) weeks, a salary payment equal to the difference between ninety-five percent (95%) of the employee's normal basic earnings and the amount of Employment Insurance maternity or parental benefits which the employee is receiving or;
- (i) Provided the employee otherwise meets the eligibility requirements for Employment Insurance maternity or parental benefits set out in the preamble of Article 17.10, the amount of Employment Insurance maternity or parental benefits which the employee would have received if the employee had not been disqualified from receiving or continuing to receive such benefits for one of the reasons listed in Article 17.11.
 - (c) If both parents of a child are regular employees who are eligible for the Supplementary Benefit under this Article, then either parent may apply for the Supplementary Benefit in its entirety, or the Supplementary Benefit may be divided between them. In no case will the Supplementary Benefit be paid for a period or combined period in excess of eighteen (18) weeks.

17.06 Continuing Sessional Pregnancy/Parental Leave – Other Conditions

- (a) (i) Employees are required to contribute their share of the cost of the Personnel Benefits Programs in which they are enrolled while they are in receipt of Supplementary Benefits and the University will continue to contribute its share of the cost of the programs.
- (ii) If an employee is not eligible to receive Supplementary Benefits, or once Supplementary Benefits have been exhausted, or during any period of maternity or parental leave without pay, the University will continue to contribute its share of the cost to the Personnel Benefits Programs unless the employee elects in writing not to continue to pay the employee's share.
- (b) Applications for further leave without pay, special leave or sick leave, prior to or after the maternity or parental leave periods identified above, may be made in accordance with Article 17 as appropriate.
- (c) Employees who return to work from a period of maternity or parental leave will be returned to their original position without loss of rights or benefits. Where it is not possible to return an employee to their original position, following consultation with the Union, the employee will be placed in a comparable position without loss of rights or benefits.
- (d) Supplementary Benefits will be paid when eligible employees provide proof that they are receiving Employment Insurance maternity or parental benefits or that they are disqualified from receiving or continuing to receive such benefits either because they have worked an insufficient number of insurable weeks, or because such benefits have been exhausted, or because they are now in the waiting period for such benefits.
- (e) Such proof will not be made available by Employment Insurance until after the leave has commenced and hence the Supplementary Benefit payments will be retroactive.

- 17.06 (f) Should the level of Employment Insurance maternity and parental benefits be reduced from the level of such benefits in effect as at April 1, 1995, the Supplementary Benefit paid to an employee under Article 17.05 will be reduced accordingly.

17.07 Compassionate and Emergency Leave

(a) Compassionate Leave

Employees requiring compassionate leave will, on request, be granted up to seven (7) calendar days' leave without loss of pay in case of death of a close family member or individual permanently residing in the employee's household. Where extensive traveling time is required up to three (3) additional calendar days will be granted on request.

Compassionate leave without loss of pay may be granted by a chair/director under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a life threatening injury or illness).

(b) Emergency Leave

Short term leaves of absence will be granted without loss of pay for a serious household or domestic emergency (including any unscheduled medical emergency involving a dependent) in order for the employee to respond to the emergency.

(c) Scheduling

To provide compassionate or emergency leave without placing an additional financial obligation on the academic unit it is understood that the employee will take reasonable steps to ensure that student learning is not compromised; these steps may include providing advice to the chair /director so that he or she may coordinate other adjustments as necessary.

17.08 Personal Leave of Absence

- (a) Continuing Sessionals may, no later than October 1st, request in writing from the Unit Administrator a leave of absence from their Unit Allocation obligations for a period of up to three consecutive academic terms beginning no earlier than May 1st of the following calendar year. Requests for leave will be considered in light of academic unit operational needs, will be responded to no later than January 31st and will not be unreasonably denied.
- (b) Employees who are on approved personal leave of absence may elect to maintain benefits coverage while on leave by providing post dated cheques to the Benefits Office no later than one month prior to the start of such leave in order to cover off both the employer and employee portions of the benefit premiums.
- (c) Provided they fulfill their obligations under the Collective Agreement and make known to their Unit Administrator appropriate contact information for such purpose, they will retain their Unit Allocation upon return from leave and will be deemed to have accrued seniority for the purposes of layoff. They will not accrue units during the period of the leave towards the next calculations of University and Unit Allocation.

ARTICLE 18 – HEALTH AND SAFETY

18.01 Cooperation on Safety

The University and Union will cooperate in the establishment and improvement of safety rules and practices which will afford adequate protection to employees engaged in hazardous areas.

18.02 Safety Committee

It is agreed that employees will have a representative on any departmental or Building Safety Committee where members of the bargaining unit are employed. The Union will have the right to have representation on any University committee which includes employee representatives and which deals with health and safety matters affecting members of the bargaining unit.

18.03 Proper Training

- (a) No employee will be required to work on any job or operate any piece of equipment until he/she has received proper training and instruction. Such safety training and instruction will be scheduled as time worked.
- (b) The University will provide First Aid coverage in accordance with Workers' Compensation Board regulations. Employees will be informed of the procedures for obtaining emergency first aid.

18.04 Protective Clothing and Equipment

The University will provide all necessary protective devices, clothing, or equipment to the employee to ensure a safe work environment, according to Workers' Compensation Board regulations. An employee who refuses to use or wear such devices or who fails to follow health and safety procedures will be subject to disciplinary procedures. The regulations with respect to the right to refuse unsafe work will be posted on the Internet, and copies will be provided to employees on request.

18.05 Work Hazards

The University will advise employees of hazards known to the University and associated with the work of the employee. Likewise, the employee will have the duty to make reasonable efforts to be informed of hazards known to the University and associated with the employee's work, and to report to the Supervisor the absence of or any defect in any protective devices, clothing or equipment, or of any hazard associated with the workplace of which he/she is aware. If prompt action does not ensue, the employee will inform the Department/Building Safety Committee through the Department Head.

18.06 Investigation of Work Situations

Employees who believe their work situation is unsafe will immediately notify their supervisor. The supervisor will immediately notify the Director of Occupational Health Safety and Environment and the Associate Vice President, Human Resources. The employees may refuse to work in the situation until the safety problem has been corrected by the University, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the Associate Vice President, Human Resources and conducted by a committee of two (2) Union and two (2) University appointees. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

18.07 Transportation of Accident Victims

Transportation to a physician or hospital for employees requiring medical care as a result of a work-place injury or occupational disease, while employed by the University and at work, will be at the expense of the University.

ARTICLE 19 – GENERAL CONDITIONS

19.01 Facilities and Resources

Where applicable and consistent with the facilities available to departments, the University will provide sessional lecturers who teach on the University campus an appropriate place for holding consultations with their students. The University will provide the required equipment, supplies, academic text(s) and facilities that, in the judgement of the University, are necessary for the performance of the employee's duties. Such facilities will include, when the work is located on the University campus, access to an existing University phone and computing systems for work related use.

19.02 Mailbox

The University will ensure that each on-campus employee will have access to a general mailbox located within the department of his/her employment.

19.03 Record of Employment

At the conclusion of the appointment period, the University will provide a record of employment consisting of inclusive dates of appointment(s) and classification(s) if requested by the employee.

ARTICLE 20 – CORRESPONDENCE

20.01 Procedures

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Associate Vice President, Human Resources of the University or his/her designates and the Business Manager of the Union or his/her designates. When designates correspond, copies of such correspondence will be sent to the Associate Vice President, Human Resources of the University and to the Secretary of the Union.

20.02 Non-Binding Communications

Section 21.01 will not preclude communication between officials of the University and officials of the Union. However, neither the University nor the Union will be bound to positions not set out in correspondence according to Section 21.01.

ARTICLE 21 – EMPLOYEE RECORDS AND PERFORMANCE REVIEWS

21.01 Employee Files

- (a) An employment file for each appointed employee will be maintained in each Department, School, or Faculty where a member of the bargaining unit is employed, and in a central personnel file in the Human Resources department. The employment file will be separate from any file on the academic record of the employee as a student. The Department employment file will include applications for positions, and performance reviews. Both the Department and Human Resources files will include any written records of discipline (including the employee's response, if any), and any correspondence with the employee or other documents relating to the employment relationship.
- (b) An employee will have the right to inspect his/her employment files in either the Department and/or Human Resources upon three (3) working days written notice to the Department Chair and/or the Associate Vice President, Human Resources (or designates). At the request of the employee, copies of any material in the employee's file will be provided at the employee's expense. In addition, the employee will have the right to respond to any document contained therein. Such reply will become part of the employee's file.

21.02 Performance Appraisals

- (a) Performance appraisals may be done in each unit in accordance with the procedures for that unit. In the case of sessionals teaching more than one course per year, appraisals should rely on a variety of sources, including, but not limited only to student evaluation forms.
- (b) The purpose of performance appraisals will be to recognize employees' abilities in meeting job objectives and to assist them in performing job responsibilities.
- (c) Performance appraisals will not be used to discipline. Where it is necessary to implement disciplinary action in response to performance problems, this will be done in accordance with Article 8.

ARTICLE 22 – INDEMNITY

- (a) The University indemnifies employees against legal actions brought by third parties in accordance with Policy 5770 (Defence, Indemnity and Liability Insurance), which is accessible on the internet.
- (b) The University will notify the Union in advance of any changes to the above policy.

ARTICLE 23 – WAGES, DEDUCTIONS AND REIMBURSEMENTS

23.01 Schedules

Excepting those circumstances noted in this Collective Agreement, all employees will be paid in accordance with the wage schedules set out in Schedule 1 (for Sessional Lecturers) and Schedule 2 (for Music Performance Instructors). Pay will be by way of deposit to the credit of an employee's account in a savings institution identified by the employee.

23.02 Stipends

The following stipends will be paid when an administrator requests and a sessional accepts the following assignments:

- (a) Directed Studies - \$175.00 per 1.5 unit credit per student
- (b) Course Challenges - \$175.00 per course challenge

Distance Education – Stipend

When University credit courses are offered off campus and when the required enrolment for these courses is not met, the University has the option of offering this work to the sessional lecturer at \$175.00 per student, rather than cancel the course.

23.03 Pay Step Movement

Step increases are in recognition of added teaching experience and will occur on September 1st after having taught at least 1.5 units, or MPI equivalent, in the preceding year.

23.04 Deductions

The University will not make deductions from the salary unless authorized by statute, court order, arbitration order, this Agreement, or by agreement between the University and the employee.

23.05 Reimbursement for Use of Personal Vehicle on University Business

The University provides reimbursement to employees who have been authorized to use their personal vehicle for University business in accordance with Policies 5700 (Automobile Insurance) and 5800 (Travel Policy), which are accessible on the Internet.

ARTICLE 24 - CONTINUING SESSIONALS

24.01 Definitions

(a) Continuing Sessional Status

- (i) Excepting appointments of Graduate Students under Article 13.01 (a), a Sessional Lecturer who was appointed to teach a minimum of 7.5 units in at least three of the last five assignment years immediately prior to the commencement of this Collective Agreement and who has not retired will be designated as a Continuing Sessional.
- (ii) All Continuing Sessionals are so designated for the term of this Collective Agreement or until their employment ceases due to resignation, retirement, termination for just cause, or upon layoff and severance resulting in University Allocation falling below 7.5 units.

(b) Assignment Year and Term

An assignment year is calculated from May 1 to April 30 of the following calendar year, and consists of three terms; the Summer session (May 1 to August 31), Fall term (September 1 – December 31) and the Spring term (January 1 to April 30) and subject to University Calendar change.

(c) Administrator

An administrator is the unit chair, director, dean, or designate.

(d) Unit Allocation

The average number of units taught by an individual within an academic unit over the four assignment years ending with the year of calculation.

(e) University Allocation

The sum total of a Continuing Sessional's unit allocations across the University.

24.02 Calculating and Establishing Unit Allocations for Continuing Sessional Lecturers

- (a) Unit and University Allocations for Continuing Sessionals shall be established for the term of the Agreement. In calculating the average number of units, the average will be rounded to the lower 1.5 unit increment. In calculating the average number of units, when the number of units taught in the most recent of the 4 assignment years referred to in Article 24.01 (d) is higher than the average, the average will be rounded to the nearest 1.5 units.
- (b) When a Continuing Sessional Lecturer has taught in more than one academic unit, there will be a separate calculation for each academic unit and the Continuing Sessional Lecturer will have recall rights as specified for each unit.
- (c) Once the unit allocation and university allocation is calculated and established, these allocations will remain fixed for the term of the Collective Agreement except as reduced in accordance with the recall provisions of Article 24.04.

24.03 Establishing Recall Rights

- (a) Upon agreement of the unit administrator(s) and the Continuing Sessional on a list of those courses and substantially similar courses that the Continuing Sessional has satisfactorily taught at the University of Victoria within the five assignment years immediately prior to the commencement of this Collective Agreement, such list will constitute the courses to which the Continuing Sessional Lecturer will have recall rights as specified below.
- (b) In order that the list remain current, any courses satisfactorily taught at the University of Victoria since inception of a list will be added; likewise any courses not taught in the past five years will be deleted. The list should be updated in January. However, if this does not occur, the absence of additions or deletions of courses to the list, in of itself, will not be prejudicial to either the Continuing Sessional or the applicable unit administrator.

24.04 Recall Rights

- (a) When it is not possible to appoint all the Continuing Sessional Lecturers in an academic unit to their academic unit allocation, the administrator will have as his or her primary consideration the teaching effectiveness and quality of program offered by the unit. After satisfying this primary consideration, the administrator will allocate work according to the unit seniority of the Continuing Sessional Lecturers.
- (b) Unit seniority, for the purposes of determining the lay-off and recall rights of Continuing Sessionals, will be calculated by giving the Continuing Sessional credit of one year of seniority in an academic unit for each year that s/he has taught in the academic unit and has taught a minimum of seven and one-half (7.5) units across the University during the year.
- (c) After following these steps, if the administrator determines that he or she will be unable to offer the Continuing Sessional Lecturer his or her unit allocation during the assignment year then notice of lay-off will be served by September 1 of the current assignment year (with a copy to be provided to the Union via the University).
- (d) The Continuing Sessional Lecturer will immediately have recall rights that will apply before appointments are made under Article 13.02 and/or 13.03 to courses he or she has satisfactorily taught within any academic unit in which a reduction has occurred, to the limit of the calculated unit allocation, for five consecutive terms beginning September 1 of the current assignment year.
- (e) Any teaching assignment a Continuing Sessional Lecturer acquires through Articles 13.02 and 13.03, in a unit other than that from which they have received lay off notice, shall not extinguish his/her recall rights under Article 13.01.
- (f) When, as a result of taking action to mitigate a reduction in his or her unit allocation a Continuing Sessional Lecturer with recall rights acquires additional assignments in another unit equivalent to his/her university allocation, he or she shall not be penalized for refusing a recall.

24.04 (g) Should the recall period expire, and should the Continuing Sessional Lecturer not be appointed to his or her unit allocation, then the Continuing Sessional's unit allocations shall be reduced to the number of units the Continuing Sessional taught in the most recent assignment year, but in no case will this exceed the original unit allocation. Should the total number of units taught drop below seven and one-half (7.5) then the Sessional Lecturer may select one of the following two options within 7 calendar days of the end of the recall period by providing written notice to the University (with a copy to be provided to the Union via the University):

1. The designation and rights of Continuing Sessional status terminate at the end of the recall period.
2. The Sessional Lecturer may remain on the Continuing Sessional list and the Unit Allocation will be established as the number of units taught in the most recent assignment year.

Failure to provide written notice of a decision within 7 calendar days will constitute selection of option number 1 above.

- (h) In the case of Continuing Sessionals with Unit Allocations in more than one department, the unit allocation will be reduced in a department(s) only if, in the most recent assignment year, the Continuing Sessional teaches fewer units than her/his university allocation. The total reduction in unit allocation will be no more than the difference between the number of units taught and the university allocation.
- (i) Where a Continuing Sessional in Article 24.04 (h) teaches fewer units than his/her university allocation, and where one or more of the Continuing Sessional's unit allocations is to be reduced, the reduction(s) will be in the department(s) where the number of units taught is fewer than the Continuing Sessional's unit allocation.

24.05 **Severance Pay**

(a) **Qualifying**

A Continuing Sessional whose university allocation is 7.5 or more units and who is assigned fewer than her/his unit allocation for the assignment year, qualifies for severance pay if s/he either:

- (i) has completed the recall period, and has not been reassigned the calculated unit allocation, and has submitted expressions of interest for assignments she or he is qualified to teach during the recall period, or
- (ii) by way of written notice to the University within thirty (30) days of notice of lay-off chooses to relinquish the designation and rights of a Continuing Sessional Lecturer.

(b) **Calculation**

Severance Pay for Continuing Sessional Lecturers will be calculated at one week for each year of service for a maximum of five years prior to April 30, 2000, and two weeks for each year of subsequent service to a maximum of 17 weeks, times the difference between the Unit Allocation and the appointed unit value during the assignment year.

24.06 Graduate Students and Postdoctoral Fellows

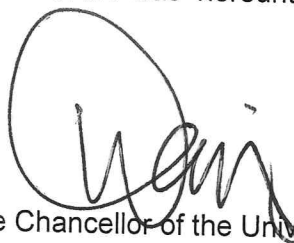
- (a) The parties agree that both graduate student teaching experience and job security of Continuing Sessional Lecturers are important. With this in mind, the University will provide four (4) months' notice to the Union when it anticipates a reduction of course offerings in that unit to Continuing Sessionals due to:
 - (i) an increase in the historical proportion of graduate students and postdoctoral fellows, or
 - (ii) the introduction of a new graduate program. The University commits that such change will be done in a manner that gives due consideration to the job security of Continuing Sessional Lecturers and that such change will not be made solely for the reason of any wage differential which may exist between Continuing Sessionals and Graduate and Postdoctoral Fellows.
- (b) Postdoctoral Fellows will not be given priority assignment over Continuing Sessionals for more than three (3) units per year, but may be assigned additional units prior to posting of positions under article 13.01 (b).

ARTICLE 25 – TERM OF AGREEMENT

This Agreement will be binding and remain in full force from May 1, 2012 to April 30, 2014, and will continue in force for that period of time required by any applicable Statute of the Province of British Columbia governing collective bargaining.

IN WITNESS WHEREOF the Corporate Seals of the parties hereto have been hereunto affixed in the presence of their officers thereunto duly authorized on the 28 day of February, 2013.

The Corporate Seal of UNIVERSITY OF VICTORIA was hereunto affixed in the presence of:



David H. Turpin, President and Vice Chancellor of the University of Victoria



Gayle Gorrill, Vice-President, Finance and Operations of the University of Victoria



Kane Kilbey
Associate Vice-President, Human Resources

The Corporate Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL NO. 4163 (COMPONENT 3), was hereto affixed in the presence of:



Matthew Koch
CUPE Local 4163 (Component 3)



Loree Wilcox
CUPE National Representative

**SCHEDULE 1 - SESSIONAL LECTURER SALARY GRID
EXAMPLES FOR VARIOUS UNIT EQUIVALENTS**

1 May 2012

	Units	7.5	6	4.5	3	1.5	1	0.75
Steps								
1		6395	5116	3837	2558	1279	853	640
2		6645	5316	3987	2658	1329	886	665
3		6890	5512	4134	2756	1378	919	689
4		7140	5712	4284	2856	1428	952	714
5		7475	5980	4485	2990	1495	997	748
6		7785	6228	4671	3114	1557	1038	779

1 May 2013

	Units	7.5	6	4.5	3	1.5	1	0.75
Steps								
1		6485	5188	3891	2594	1297	865	649
2		6735	5388	4041	2694	1347	898	674
3		6985	5588	4191	2794	1397	931	699
4		7240	5792	4344	2896	1448	965	724
5		7580	6064	4548	3032	1516	1011	758
6		7890	6312	4734	3156	1578	1052	789

SCHEDULE 2 – HOURLY RATES FOR MUSIC PERFORMANCE INSTRUCTORS

	Step 1	Step 2	Step 3
1-May-2012	47.33	49.09	51.51
1-May-2013	47.98	49.77	52.22

LETTER OF UNDERSTANDING #1

Certification Clarification

Sessional Appointments – Adjunct Assistant Professor

It is recognized that under the existing bargaining unit certification a person with adjunct assistant professor status becomes a member of the bargaining unit when they receive a sessional appointment, unless otherwise excluded under the terms of the certification.

Sessional Appointments – Adjunct Associate and Professor

In keeping with the intention of the bargaining unit certification the parties have agreed that, except as otherwise precluded by the certification order, where a sessional appointment is accepted by a person who holds adjunct associate or professor status they shall also become members of the bargaining unit for the purposes of the sessional appointment.

Where a person with adjunct associate or full professor status accepts a sessional appointment such that they become members of the bargaining unit, they shall be paid at minimum the appropriate placement on the salary grid in Schedule 1.

Special Cases

The University may continue to make Adjunct Assistant, Associate, and Professor appointments in special cases outside of the bargaining unit consistent with the University's past practice. The University will provide the union a list of these appointments at the commencement of each semester.

Signed this 27th day of November, 2012.



CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING # 2**Information**

Further to Article 3.06 (b), the University agrees to make reasonable effort to supplement, beginning the fall academic term of 2013, the listing provided to the Union with the course(s) taught by bargaining unit members. This agreement is dependent on technical feasibility and on the assumption that there will be no additional administrative or programming costs incurred to produce this supplementary information.

Agreed this 12th day of December, 2012.



CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING #3**Orientation**

The University will provide notice to all newly appointed Bargaining Unit members at the University of the time and place of orientation and that during that orientation, up to one ½ hour will be provided for a representative of the Union to discuss the function of the Union.

Agreed this 12th day of December, 2012.



CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING #4

Health Care Spending Accounts

1. The annual amount dedicated to the HCSA is 0.25% of the 2007 Component 3 “big base”. This amount is \$24,000 per year.
2. The HCSA will be distributed through a reimbursement plan amongst eligible Component 3 employees. No eligible employee will be reimbursed more than \$400 a year. A plan ‘year’ will be between September 1 of one year and August 31 of the next year.
3. To be eligible for reimbursement, an employee must be ineligible for Continuing Sessional or Term Sessional benefits, and have been assigned to an average of 4.5 units over the previous 3 years; or assigned to at least 4.5 Units in the plan year and contiguously employed as a sessional over the previous 4 years at 1.5 Units or more. Eligibility will be reassessed annually in September.
4. To access reimbursement, the eligible employee must provide proof to the Benefits Office that he/she purchased health insurance coverage for a period of time within the plan year.
5. At the time of eligibility, employees will have the option of covering eligible dependents (e.g. spouse/partner and dependent children) with their allocation.
6. Eligible claims may be submitted not later than 60 days beyond the end of the plan year. Any unallocated amount remaining after this period will be returned to the University to be reallocated to the Component 3 HCSA.
7. The parties will meet prior to the expiration of the current collective agreement to review the HCSA and may make joint recommendations to the principals for continuance of the HCSA - with or without modifications. Should the parties not reach consensus on joint recommendations, or should either principle decline any recommendations, the HCSA will be collapsed and any resulting funds will be folded into a general wage increase.

Signed this 27th day November 2012.


CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING #5**Sick Leave Plan**

The parties agree to form a joint committee of two UVic members and two members representing CUPE, Local 4163 (Component 3) to examine alternate sick leave plans such as but not limited to STIP (Short Term Indemnity Plan) and weekly indemnity plans that may provide a viable sick leave plan for Component 3 members.

The committee will begin no later than 3 months following ratification with the intention of presenting recommendations within a further 6 months.

Agreed this 12th day of December, 2012



CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING #6**Graduate Student Employment**

Consistent with the intentions stated in Article 24 and recognizing the current budget pressures, the parties agree for the period through to the end of April 30, 2015, Graduate Students will not be given priority assignment over Continuing Sessionals for more than 4.5 units in an Assignment Year to courses where a Continuing Sessional is under notice of layoff and recallable to those courses.

Agreed this 12th day of December, 2012.


CUPE Local 4163 (Component 3)


University of Victoria

LETTER OF UNDERSTANDING #7**Continuing Sessional List and Unit Allocation Calculations**

If, at the point the parties agree to close the table at the beginning of a round of collective bargaining, neither the Union nor the University has presented any proposals related to the criteria used to either establish Continuing Sessional status (Article 24.01 (a) (i)) or Unit Allocation(s), (Article 24.02) the University will then begin the process of updating the Continuing Sessional list. That is, the University will not wait until the closure of bargaining and ratification of the collective agreement to begin this process.

Agreed this 12th day of December, 2012.



CUPE Local 4163 (Component 3)



University of Victoria

LETTER OF UNDERSTANDING - #8**Music Performance Instructors**

The parties are agreed to review and make cost neutral recommendations to their principles with regard to:

1. MPI hour equivalency to Unit values required for attainment of Continuing Status
2. Codifying MPI levels (in concert or in isolation of Units) required for benefit entitlements
3. MPI hours required for step movement per article 23.03

This review will be through a joint committee of two UVic members and two members representing CUPE, Local 4163 (Component 3). The committee will begin no later than 3 months following ratification with the intention of presenting recommendations within a further 6 months. If necessary the National Representative (or designate) and Director, Labour Relations will join the committee, no later than the 5th month to lend assistance.

Agreed this 12th day of December, 2012.


CUPE Local 4163 (Component 3)

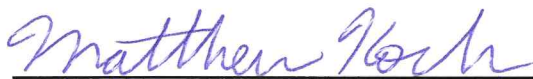

University of Victoria

LOU #9**Unit Allocation and Absence Due to Pregnancy/Parental Leave and Extended Illness**

The parties agree to the following interpretation and administration of Articles 24 (Long Service I Sessionals) with respect to Pregnancy/Parental Leave (Article 17) and Long Term Absence due to Illness, and the impact on Unit Allocations.

1. Missed units that would have otherwise been worked during a time when a Continuing Sessional is approved for leave of absence for Pregnancy or Parental Leave under Article 17.04 or has been granted a leave of absence due to an extended illness (i.e. more than a short term illness contemplated in Article 17.01) will not factor into the next calculated Unit Allocation.
2. Instead, the 4 year averaging period will be adjusted by substituting the units taught in the 5th prior assignment year in place of the year on an approved leave. Where the period of leave was less than 12 months, the number of units taught in the 5th prior year will be prorated and combined with the units taught in the year of leave.
3. Any employee hired to replace a Continuing Sessional on an approved leave of absence defined in Paragraph 1 above will not be credited with units worked for the purposes of eligibility for Continuing Sessional status, rights or benefits. The University will notify the Union and the employee of this provision and will identify the units worked that will not be credited at the time the offer of employment is made.

Agreed this 12th day of December, 2012.



CUPE Local 4163 (Component 3)



University of Victoria

APPENDIX 'A' - DEFINITIONS

The following definitions are intended to assist employees and managers in the interpretation of the Collective Agreement. The definitive interpretation must be derived from the specific language of the Collective Agreement and the intent of the parties. If the reader has any question about the meaning or intent of a particular part of the Agreement, please refer to a designated Union representative or to the Human Resources Department.

Administrator

An administrator is the unit chair, director, dean, or designate.

Assignment Year and Term (see Art 24.01)

An assignment year is calculated from May 1 to April 30 of the following calendar year, and consists of three terms; the Summer session (May 1 to August 31), Fall term (September 1 - December 31) and the Spring term (January 1 to April 30) and subject to University Calendar change.

Graduate Student

An individual enrolled either full or part-time in a graduate degree program at the University of Victoria, including an exchange student (or equivalent) from another university. May also be employed as a Sessional Lecturer within the CUPE 4163 bargaining unit separately and distinctly from the individual's status as a graduate student.

Post Doctoral Fellow

An individual employed at the University of Victoria under the direction of, or in collaboration with, a named faculty member(s) to conduct research, and whose salary is paid from an external research grant to the named faculty member(s). May also be employed as a Sessional Lecturer within the CUPE 4163 bargaining unit separately and distinctly from the individual's status as a Post Doctoral Fellow.

Continuing Sessional

An individual who meets the criteria in Article 24.01.

Term Sessional

All other individuals who hold Sessional appointments, including Graduate Students, Post Docs and Adjunct Faculty.