Friday, September 20, 2019
At
University of Victoria

Memorandum of Settlement
("Memorandum")
Between
Canadian Union of Public Employees Local 4163 Component 3
("Union")
And
University of Victoria
("Employer")

Concerning
The Terms and Conditions for a Revised Collective Agreement

The members of the respective bargaining committees of the Employer and the Union (the "Parties") agree that they will unanimously recommend to their principals the following terms and conditions for a revised collective agreement between them to replace the collective agreement that expired on April 30, 2019.

1. Term of the Collective Agreement

The revised collective agreement will be for a term of three (3) years from May 1, 2019 to April 30, 2022, inclusive.

2. Matters Agreed to During Collective Bargaining

Except as expressly provided otherwise by this Memorandum, all matters agreed to during collective bargaining between the Employer and the Union will be incorporated into the revised collective agreement between the Parties. These matters are set out in Appendix “A” hereto attached which shall be deemed to be incorporated fully into and form part of this Memorandum.


Except as expressly provided otherwise by this Memorandum, the terms and conditions of the collective agreement between the Employer and the Union that expired on April 30, 2019, will be incorporated in their entirety into and will have full force and effect for the duration of the revised collective agreement between the parties.

4. Matter Pursued During Collective Bargaining By the Employer And/ Or the Union

All matters pursued during collective bargaining by the Employer and/or the Union and not expressly included in Appendix “A” of this Memorandum are considered to be both introduced and withdrawn on a "without prejudice" basis.
5. Jurisdiction

The Parties recognize and agree that the University of Victoria said service.

6. Effective Date

The changes to the collective agreement to be replaced between the Employer and the Union will take effect on May 1, 2019, subject to the Parties duly ratifying this Memorandum.

Signed At Victoria, B.C. this 20th day of September, 2019

FOR:

CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 4163-3

Anita Bonkowski

Greg Melnechuk

Glen Tadsen

Leslie Bland

Matthew Koch

FOR:

UNIVERSITY OF
VICTORIA

Esther Sangster-Gormley

Michael Masson

Rob Lipson

Samantha Knudson

Steve Gormann

Susan Lewis
Appendix A
University of Victoria Settlement Proposal
to CUPE, Local 4163 (Component 3)

This document encompasses the complete settlement package to be unanimously recommended by both bargaining committees to their respective principals for ratification. Unless previously agreed to, all other proposals by either CUPE, Local 4163 (Component 3) or the University are deemed withdrawn on a without prejudice basis.

9/19/2019
ARTICLE 3 – UNION DUES AND INFORMATION

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

(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 will further provide the Union with the course(s) taught by bargaining unit members. 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.

Bargaining Note: In concert with the deletion of LOU # 2 – Information. Originally signed off March 15, 2019.

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

6.04 Other Complaints or Concerns

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 and to make allowances (e.g. leaves of absence) for those facing violence or abuse in their personal lives.
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 September 1st to August 31st.

Bargaining Note: This change will take effect September 1st, 2020. That is, the 2018/2019 assignment year bracket continues as in past - from May 1, 2018 to April 30, 2019 and, consequently the sort is done on the 'old' brackets. But, the implementation of the results of that sort will take effect in the 2020/2021 assignment year bracket so that it shifts to September 1, 2020 to August 31, 2021. And all subsequent sorts will employ a September through August bracket for all years considered. While no Continuing Sessional should accrue any more or less work as a consequence of this transition, the parties agree to meet to discuss any irregularities that might occur.

13.01 Expressions of Interest

(a) No change.

(b) After making the determinations in (a) the administrator may shall directly appoint a Term Sessional Lecturer to the course(s) they have satisfactorily taught at least once a year in three (3) of the last four (4) years or post those teaching assignments. The administrator will ensure that the decision to post is not arbitrary, discriminatory or made in bad faith. If the Term Sessional Lecturer has satisfactorily taught a course at least once a year in three (3) of the last four (4) years and is not directly appointed to the course, the Administrator will advise them in writing of the reason for this decision.

Where an administrator determines that there is a pedagogical interest in rotating course instructors, Sessionals who have direct appointment rights to one course can be asked instead to teach another equivalent course provided that Sessional is qualified and available to teach at the schedule of the substitute course. The direct appointment right will then shift to the substituted course.

(c) The balance of the teaching assignments available will be posted by the unit on the unit website at least three months and two weeks prior to the commencement of the fall term, at least three months and two weeks prior to the spring term, and at least two months and two weeks prior to the commencement of the summer session subject to Article 13.03 - Emergent Needs.

Bargaining Note: The addition of the language in paragraph (c) is housekeeping to correct its inadvertent deletion in the last round of bargaining. There is no change to intent or practice of posting Sessional teaching assignments.

(c) The posting will include:
(i) through (iv) No change.
(v) A statement that the University is an equity employer and encourages diversification, committed to upholding the values of equity, diversity, and inclusion in our living, learning and work environments. In pursuit of our values, we seek members who will work respectfully and constructively with differences and across levels of power. We actively encourage applications from members of groups experiencing barriers to equity. The University's full equity statement is located at: www.uvic.ca/equitystatement.

(vi) No change.

(d) through (g) No change.

(h) The academic unit will confirm appointments wherever possible at least three (3) months prior to commencement of the academic term. Where confirmation three (3) months prior is not possible, the administrator will advise the Union of such the reason(s).

13.04 Course Cancellation

When a course is cancelled within four (4) six (6) weeks before the first scheduled class for the fall and spring terms and two (2) weeks for summer semester courses, the sessional lecturer or music performance instructor shall be paid $500.00 $1,000 (to be pro-rated for music performance instructors). When a course is cancelled after the first scheduled class, and no replacement course work is offered, then the sessional lecturer or music performance instructor shall be paid $1000.00 $2,000 (to be pro-rated for music performance instructors) in addition to payment for work already performed.

Bargaining Note: This change costed at 0.02% of big base.

ARTICLE 16 – HOLIDAYS AND BENEFITS

16.02 Personnel Benefits

The Component 3 benefit plan will be changed to include Vision care of $500 every two (2) years including laser eye surgery and eye exams, such that Sessional Lecturers will, effective October 1, 2019, join the CUPE 951 and 917 Extended Health and Dental Plans and will be subject to the design and costs of those plans as negotiated by those locals.

Bargaining Notes: As a housekeeping matter, the deleted section is not current.

The underlined portion (joining the 951 & 917 Extended Health and Dental plans) is to take effect November 1, 2019 and is costed at 0.11% of big base. Any cost increases incurred as a result of CUPE 951 and 917 negotiations subsequent to this ratification will be taken from NWI funds of up to 0.08% of big base. Should such expenditure of funds not be required for this purpose they will be allocated to ProD under LOU # 4.
a) **Continuing Sessional Lecturer Eligibility:**

All Continuing Sessional Lecturers 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 their university allocation falling below 7.5 to zero units, or upon not meeting qualifying criteria when continuing status is reviewed per Article 24.01.

**Bargaining Note:** *The cost of the change in a) is 0.01% of big base.*

b) through e) No change.

f) **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 seventy-five percent (75%) by the University and twenty-five percent (25%) by the Sessional Lecturer. Participation in the Medical Services Plan is also subject to the eligibility rules of that plan.

**Bargaining Note:** *As a housekeeping matter, with the recent legislative changes with regards to funding of MSP the deleted language is not current.*

g) through i) No change.

j) **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.

**Bargaining Note:** *As a housekeeping matter, with the recent legislative changes with regards to funding of MSP this paragraph is not current.*

ARTICLE 17 - LEAVE

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.

**Bargaining Note:** *The above change in 17.03 is cost neutral.*
17.04 Pregnancy/PARENTAL LEAVE

(a) No change.

(b) No change.

PREGNANCY LEAVE

(c) No change.

(d) No change.

PARENTAL (INCLUDING ADOPTION) LEAVE

(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 thirty-five (35) consecutive weeks of standard parental leave without pay or sixty-one (61) consecutive weeks of extended parental leave without pay if pregnancy leave is taken. Alternatively, if pregnancy leave is not taken, an employee is entitled to either thirty-seven (37) consecutive weeks of standard parental leave without pay or sixty-three (63) consecutive weeks of extended parental leave without pay. If pregnancy leave is not taken,

(i) The total pregnancy and parental leave taken must not exceed fifty-two (52) seventy-eight (78) weeks unless further leave is granted under the provisions of Article 17.04 (d) and/or 17.04 (i).

(ii) Where a member is eligible for the Employment Insurance (EI) Parental Sharing Benefit, the duration of the parental leave available under this article is extended by:

i) Five (5) weeks where the member has elected to receive the standard parental benefit of 35 weeks, such that the total parental leave is extended to 40 weeks;

or

ii) Eight (8) weeks where the member has elected to receive the extended parental benefit of 61 weeks, such that the total parental leave is extended to 69 weeks.

(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 thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-three (63) for extended parental leave.

(h) An employee who is the adoptive parent of a child is entitled to thirty-seven (37) consecutive weeks of unpaid leave for standard parental leave or sixty-three (63) for extended parental leave.

(i) No change.
17.05 Continuing Sessional Lecturer Pregnancy/Parental Leave Supplementary Benefit

Effective May 1, 2013, Continuing Sessional Lecturers excluding Continuing Sessional Lecturers 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 one-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, one (1) week. For the last week of parental leave, regardless of the length of parental leave chosen, the employee will receive from the University the equivalent of one week at 55% of average weekly EI insurable earnings to reflect the one-week reduction in the EI benefit waiting period.

(i) During the next sixteen (16) seventeen (17) 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.

(b) Where a two-week one-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) No change.

17.06 Continuing Sessional Lecturer Pregnancy/Parental Leave – Other Conditions

No change.
ARTICLE 23 – WAGES, DEDUCTIONS AND REIMBURSEMENTS

23.02 Stipends

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

(a) Directed Studies - $250.00 $350.00 per 1.5 unit credit per student

(b) Course Challenges - $250.00 $350.00 per course challenge

Distance Education – Stipend
When University credit courses are offered off campus and when the required enrollment for these courses is not met, the University has the option of offering this work to the sessional lecturer at $250.00 $350.00 per student, rather than cancel the course.

Bargaining Note: The cost of this change is 0.01% of big base.

ARTICLE 24 - CONTINUING SESSIONAL LECTURERS

24.01 Definitions

(a) Continuing Sessional Lecturer Status

(i) Excepting appointments of Graduate Students under Article 13.01 (a), a Sessional Lecturer whose appointments cumulatively equal 27 units over a period of five (5) or fewer assignment years was appointed to teach a minimum of 7.5 units in at least three of the last five assignment years.

Bargaining Note: This change will take effect during the next scheduled update to the Continuing Sessional list in early 2020 and is costed at 0.18% of big base.

(ii) All Continuing Sessional Lecturers are so designated for the term of this Collective Agreement until the next biennial recalculation in accordance with 24.02 (a) and (c) 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 to zero (0) units.

(iii) Continuing Sessional Lecturers who are so designated and who, despite accepting all appointments under this article, do not meet the criteria, will nonetheless continue to be designated a Continuing Sessional until their employment ceases due to resignation, retirement, termination for just cause, or upon layoff and severance resulting in University Allocation falling to zero (0) units.

Bargaining Note: This change will take effect during the next scheduled update to the Continuing Sessional list in early 2020 and is costed at 0.01% of big base.
(b) Assignment Year and Term

An assignment year is calculated from May 1 to April 30. September 1 to August 31 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 the Summer session (May 1 to August 31), and subject to University Calendar change.

*Bargaining Note: The Bargaining Note from Article 13 related to the sort applies here.*

(c) through (e) no change

24.02 Calculating and Establishing Unit Allocations for Continuing Sessional Lecturers

(a) Unit and University Allocations for Continuing Sessionals shall be calculated bi-annually. 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 four (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. If the average number of units is equidistant between two 1.5 unit increments the average will be rounded up if the number of units taught in the most recent of the four (4) assignment years referred to in Article 24.01 (d) is higher than the average.

(b) No change

(c) No change

*Bargaining Note: Housekeeping, originally signed off March 27, 2019.*

24.03 Establishing Recall Rights

No change.

*Originally signed off March 27, 2019.*

24.04 Recall Rights

a) through c) No change.

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 or substantially similar courses 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 layoff notice, shall not
extinguish his/her recall rights under Article 13.01 the Collective Agreement between the parties.

**Bargaining Note:** Housekeeping change to correct article cross-reference.

f) No change.

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 Lecturer’s unit allocations shall be reduced to the number of units the Continuing Sessional Lecturer 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 Lecturer status terminate at the end of the recall period.
2. The Sessional Lecturer may remain on the Continuing Sessional Lecturer 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) through (i) No change.

**Bargaining Note:** The cost associated with the change in (g) due to continued benefits under normal cost sharing is accounted for in article 16.02a

24.05 Severance Pay

(a) Qualifying Continuing Sessional Lecturer Eligibility for Severance

A Continuing Sessional Lecturer 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 recall rights in respect of the laid-off units.

**Bargaining Note:** The change in (a) is costed at 0.04% of big base.

(b) Term Sessional Lecturer Eligibility for Severance
A Term Sessional Lecturer who has satisfactorily taught the same course at least once a year for the last 5 years qualifies for severance if they were not directly appointed under 13.01 (b), have submitted expressions of interest for assignments they were qualified to teach pursuant to 13.01 (c), were not the successful applicant and were not provided by the administrator with an equivalent number of units to teach.

**Bargaining Note:** The change in (b) is costed at 0.01%

(c) Severance Pay Calculation

(i) 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,

- for the first twelve (12) years' service -- one (1) month's pay for each year of service.
- for the thirteenth (13th) and subsequent years of service - three (3) week's pay for each year of service.

Times the pay being the difference between the Unit Allocation and the appointed unit value during the assignment year.

Notwithstanding the above, the maximum lump sum payment will be limited to 24 month's pay. Severance pay shall be pro-rated for partial years of service. Acceptance of severance will be in lieu of recall rights for such unit value.

(ii) Severance Pay for Term Sessional Lecturers will be 5 weeks times the unit value of the course(s) to which they were not directly appointed.

**Bargaining Notes:** The first change in (i) is housekeeping to recognize that no Continuing Sessional can have service prior to April 30, 2000 which has any consequence to this article. The stroked out language is therefore irrelevant. The second change in (i) striking out 17 weeks in favour of the bullets is costed at 0.01%.

**ARTICLE 25 – TERM OF AGREEMENT**

This Agreement will be binding and remain in full force from May 1, 2014 to April 30, 2019, and will continue in force for that period of time required by any applicable Statute of the Province of British Columbia governing collective bargaining.

**LETTERS OF UNDERSTANDING**

**Extend:**
LOU # 1 – Certification Clarification
LOU # 5 – Sick Leave Plan
LOU # 6 – Graduate Student Employment
LOU # 7 – Music Performance Instructors
LOU # 8 – Unit Allocation and Absence Due to Pregnancy/Parental Leave and Extended Illness

Revise:

LOU # 3 – Orientation

Originally Signed Mar 18, 2006

The University will consult with the Union to find a time that is most practical and inclusive, and 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 half hour will be provided for a representative of the Union to discuss the function of the Union.

LOU # 4 – Component 3 Term Professional Development

Preamble:

The parties are agreed to re-purpose the remaining recurring monies that had initially been allocated to the HCSA and subsequently to this LOU. These funds will be used to provide for changes to Articles 13.04 (Course Cancellation), 16.02 (Vision Care), 23.02 (Stipends), 24.05 (Severance). LOU XX and improvements to Continuing and Term Sessional severance – articles 24.05 b) and c). The balance will be used to create a Professional Development fund for Term Sessional Lecturers.

- The annual amount allocated to the above is 0.25% 0.12% of the 2007 2019 Component 3 “big base”. This amount is $24,000 $12,800 per year
- The aggregate value of the improvements to Articles 13.04, 16.02, 23.02 and 24.05 per the above will be $11,200.00
- The accumulated, unused, amount of $176,060 will remain in The remaining $12,800.00 will be put into the Professional Development fund, with no more than $30,000 to be disbursed in each assignment year unless by mutual agreement of the parties.
- Service Improvement Allocation (SIA) funding of $10,500 in the first year, and $28,000 in each of the second and third years of the collective agreement will applied to this LOU.
- Upon agreement of the parties, any surplus funds accrued prior to August xx, 2019 [ratification date] may go towards other improvements of the Collective Agreement and any surplus accrued through SIA funding may go towards other improvements consistent with service delivery intentions of the SIA.

Purpose of the Professional Development Fund:

The purpose of the Professional Development Fund is to provide financial support to Term Sessional Lecturers who choose to participate in any of a range of professional
development activities in their discipline. Support will be given for participation in academic conferences, academic institutes, professional courses, workshops or seminars related to the scholarship of teaching and learning in higher education. Support for other activities related to the purpose of the fund will also be considered.

Successful applicants are encouraged to share their knowledge gained through professional development with colleagues at the department or faculty level, or more broadly, for example, through the Learning and Teaching Centre.

Eligible Expenses include:

a) Conference, workshop or seminar registration fees  
b) Travel (excluding travel to UVic) at standard fares  
c) Accommodation at standard room rates  
d) Meals while attending the event, up to UVic per diem rates (excluding alcohol)  
e) Material costs associated with the event (e.g. creating a conference poster)  
f) Professional organization membership fees associated with attendance at the event;  
g) Other reasonable expenses agreed to by the committee

Equipment purchasing costs will **not** be considered for reimbursement.

**Disbursement of the Professional Development Fund:**

The funds will be dispersed for professional development activities occurring within 18 months of the adjudication date by a joint committee of two representatives appointed by the Union and two representatives appointed by the University.

**Selection Criteria for the Professional Development Fund:**

Applications from those who have not received prior funding from this fund in the current sessional assignment year (**May 1 to April 30**) (**September 1, to August 31**) will be considered first.

**Only Term Sessional Lecturers who have taught at least 1 course in each of 2 of the last 3 assignment years will be eligible.**

The per person maximum per sessional assignment year is **$1,500-$2,000** which may be split across more than one event. Funding is available for up to a maximum of **$1,500 $2,000** if the applicant is presenting a paper or poster, or is a panel discussant, or contributing significantly in other documented ways, at a professional development event. The maximum for attending a professional development event and for other professional development activities is **$750 $1,000.**

Successful applications will:
- Demonstrate a direct positive impact on student learning at UVic by, for example, establishing a direct connection between the event to be attended and enhancement of the applicant’s teaching practice.
• Clearly indicate how the activity will contribute to the applicant’s professional development.
• Broadly fit into the concept of scholarship of teaching and learning or scholarly teaching in the discipline.

Application Procedure for the Professional Development Fund:

a. Access the Term Sessional Lecturers Professional Development Fund application form directly by going to the CUPE 4163 website or by linking to the CUPE website through the Learning and Teaching Center website.

b. Complete the Scholarship Fund for Term Sessional Lecturers application form. This form includes a one- or two-paragraph statement that indicates how the event meets the selection criteria. You will also be asked to indicate your participation in the event (e.g., presenting a paper or poster, serving on a panel for a workshop, invited presentation, attending as a delegate);

c. Attach relevant documentation for the event (e.g., conference/workshop brochure) to the application. Invitations to present/perform must be explicitly documented (for example through a letter of invitation).

d. Include an itemized budget.

e. While additional funding is not required in order to apply, you are encouraged to seek funding from other sources (e.g., your department or faculty). If you have done so, please include this in your statement.

f. Submit your application electronically for committee consideration at any time by sending it to the ltc@uvic.ca with a subject line: Term Sessional Lecturer Scholarship Fund Application. Committee review of applications will occur electronically with the intention of processing the applications in a timely way as they arrive (monthly review).

Administration of the Fund:

A standing Joint Committee will be established comprising two representatives from the University and two representatives from CUPE 4163, Component 3. The Union members will be appointed for a period of one year with possible re-appointment for subsequent one-year terms as determined by CUPE 4163. The Committee will receive and review applications for professional development funds and allocate funds in accordance with the criteria and procedures set out in these guidelines.

Reimbursement from the Professional Development Fund:

As soon as possible after the funded event, submit a one to two-page report describing how the event contributed to your professional development along with an itemized UVic travel expense claim form (which contemplates standard room and travel rates) to the Learning and Teaching Center. The expense form is available on the UVic and CUPE 4163 websites. Please make sure to provide your Employee Number and sign your form. Staff at the LTC will complete the accounting information and send it on for reimbursement.

Review

confidential to bargaining errors and omissions excepted page 13 of 15
The parties will meet annually to review the fund procedures.

Delete:

LOU # 2 – Information (in concert with the proposed change to article 3.07)
LOU # 9 – Economic Stability Dividend

New:

LOU # XX – Nursing: Sessional Lecturers Appointed to Teach Clinical Placement Courses

Sessional Lecturers are appointed to teach courses offered by the School of Nursing that involve supervising students in clinical placements and preceptor-led practice courses. These appointments involve working conditions, job duties, and hourly equivalencies related to work off campus in a clinical/community setting. The Union wishes to discuss:

- How hourly pay equivalencies and course unit equivalencies are determined (for CPE, and Nursing 456, for example). (Any agreed on cost increase assigned to HCSA).
- On-call pay (Any agreed on cost increase assigned to SIA).
- Stat pay (Any agreed on cost increase assigned to HCSA.)
- Hours for mandatory orientation and training (Any agreed on cost increase assigned to SIA).
- Expenses such as phone, mileage, (Any agreed on cost increase assigned to HCSA). CPR and other certifications (Any agreed on cost increase assigned to SIA).
- Concerns related to required use of equipment not provided, such as computers, cars, and phones (Any agreed on cost increase assigned to HCSA).
- Agreed forms and protocols for students at risk, and agreed performance contracts with students (Any agreed on cost increase assigned to SIA).

The parties are agreed that any changes agreed to will be capped at 0.02% of big base. Any monies not spent will revert to the Pro D under LOU # 4.

Note: A portion (0.15%) of the costing is assigned to SIA funding and a portion (0.05%) is assigned to recurring funding from HCSA formerly assigned to Pro D under LOU #4 in the 2015 – 2019 collective agreement.

New:

LOU # XX 1 – Workload Review

The parties agree that during the life of this agreement, the Labour Management Committee under Article 7 will review concerns from Component 3 members related to workload, will review other current and historical information related to shifts in workload, and may make advisory recommendations to the Union and/or the University.
New:
LOU # ZZ – Faculty Postings

The University and the union will strike a joint committee to discuss Sessional Lecturers’ ability to be hired as Assistant Teaching Faculty and barriers to such hires. As the Uvic Faculty Association has a direct interest in such conversions, they will be invited to provide representatives to the committee.

SCHEDULES 1 and 2

General wage increases as follows:
- May 1, 2019: 2.00%
- May 1, 2020: 2.00%
- May 1, 2021: 2.00%

Gender inclusive language in the Collective Agreement

When inserting the ratified revisions of this Memorandum of Settlement into the new Collective Agreement, the parties will amend any language that is not currently gender inclusive to language that conforms to an agreed upon commonly accepted intent, application and practice. The parties will also apply the same gender inclusive practices to any existing language in the Collective Agreement.