



CUPE4163

COMPONENT 3

2025-2029 Collective Agreement – Summary of New Language

HOUSEKEEPING: ARTICLE 3.04 FORWARDING DUES

Changed the process by which the employer transfers the union dues it deducts to CUPE 4163.

NEW: ARTICLE 3.08 PRIVACY RIGHTS

The University agrees to protect the security of employees' personal data gathered and maintained by the University, in accordance with the Freedom of Information and Protection of Privacy Act or other similar applicable legislation. Upon hire, and at any point during their employment, employees will have the option to elect whether their name and work contact information is publicly posted on the University website

NEW: ARTICLE 9.05 WHISTLEBLOWER PROTECTION

The University will provide a procedure for employees to confidentially, safely, and anonymously disclose concerns. such as financial irregularities, substantial and specific danger to health, safety, or the environment. conflicts of interest and any other matters that an employee may not feel comfortable reporting through other University mechanisms. The University safe disclosure process provides a confidential and safe means to speak out about these types of concerns.

The parties agree that protection from retaliation is integral to the process through which suspected significant matters are reported regardless of the outcome of any investigation. An employee who feels they have been subject to retaliation in any form following a safe disclosure should notify Internal Audit and the Union to initiate an investigation into the matter.

HOUSEKEEPING: ARTICLE 14.02 DIRECT APPOINTMENTS FOR TERM SESSIONAL LECTURERS

- We cleaned up some repetition in the language to make the article more reader friendly
- We added language to protect direct appointment rights in the case of specific human rights protected leaves (maternity, parental, compassionate care, sick leave)

NEW: ARTICLE 14.07

NOTIFICATION OF APPOINTMENT

Current language provides that all members will receive confirmation of appointments wherever possible at least three (3) months prior to the commencement of term. This remains the same for Term Sessional Lecturers but **new is the change to the notice period for Continuing Sessional Lecturers to three (3) months prior to the assignment year**

NEW: ARTICLE 17 ADDING TECHNOLOGICAL CHANGE PROTECTIONS

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, practice and/or change taking effect.

Written notice will include the following information:

- I. A detailed description of the organizational or technological change. The rationale for the organizational or technological change.
- II. The date on which the University proposes to effect the organizational or technological change.
- III. The impact(s) on the terms and conditions or security of employment to the employees.
- IV. A list of affected employees if the information is available.

Should organizational or technological change result in substantial changes to the sessional lecturer's defined duties the University shall provide the required training at an equivalent hourly rate.

HOUSEKEEPING AND NEW: ARTICLE 18 VACATION

- Housekeeping changes to add vacation pay amounts in line with ESA and to indicate how vacation pay is paid out (on every scheduled payday).
- **New:** Continuing Sessional Lecturers may apply once in every three (3) assignment years to take a semester off as vacation without pay without impacting their future unit allocation. The Continuing Sessional will still receive unit credit for work that would otherwise have been performed in that semester towards the next Continuing calculation.

PROFESSIONAL DEVELOPMENT FUNDS AMALGAMATION

- Merge the Term and Continuing Sessional Lecturer ProD funds into one single fund.
- Removed the yearly cap on total expenditures from the fund as it was creating an unnecessary surplus.
- Removed per person funding amounts and replaced with language that says the committee will assess the health of the fund and establish per person funding amounts each year. Both funds currently sit with a surplus so we want more flexibility to set maximum funding based on the health and sustainability of the fund.

NEW ARTICLE 19(B) SERIOUS PERSONAL OR INJURY LEAVE

This Article captures new language in the BC Employment Standards Act (ESA) allowing for up to 27 weeks of unpaid leave due to personal illness or injury within any 52 week period. This new article also lays out the criteria to access this type of leave.

NEW CLARIFICATION ON HOURS AND PAY FOR CUPE 4163 PRESIDENT

- We added improvements to the language that clarify hours and pay for the CUPE 4163 President regardless of home position.
- The President will be full-time (38.5 hours per week) at Step 13 of the Component 2 Second Language Teachers salary schedule.
- Added language to protect unit allocation, direct appointment rights, and pay step increases.

NEW: PAID LEAVE FOR CANADIAN CITIZENSHIP CEREMONY

An employee who is required to be absent from work during their normal working hours for the purpose of attending their Canadian Citizenship Ceremony shall be granted one (1) day's leave of absence with pay. An employee requesting to take leave to attend their Canadian Citizenship Ceremony must inform their administrator at least 14 days before the ceremony or, if 14 days is not possible, as much notice as is reasonable based on the circumstances.

OTHER NEW AND UPDATED IN ARTICLE 19: LEAVES

- Addition of unpaid Short-Term and Long-Term Compassionate Care Leaves
- Housekeeping to change compassionate leave to bereavement leave.
- Expansion on the definition of family
- Addition of Leave Respecting Domestic or Sexual Violence (5 days paid, 5 days unpaid, further 15 weeks unpaid)
- Housekeeping changes to the Personal Leave of Absence language: deadline for employer's response, removal of a date hanging over from the language change in the last agreement, language clean-up

MORE HOUSEKEEPING

- Article 21.03 Record of Employment: added clarity on when an RoE should be issued
- Article 22.01 Employee Files changed “department” to “Department”
- Article 23 Indemnity, updated the policy name and number
- Article 24.01 Schedules, changed the word “wage” to “salary” keeping in line with references in other parts of the agreement
- Appendix A Definitions: definitions were added, and/or updated to help with a better understanding of the Collective Agreement
- Article 14.08 Faculty Postings, added new language that the union will also be copied by email on any Faculty job posting

NEW PAY STEP MOVEMENT

- Current language says you need to work at least 1.5 units in the preceding year to qualify for a pay step increase.
- **New:** you will get a pay step increase every year provided you have taught in the preceding year

NEW: SEVERANCE FROM DIRECT APPOINTMENTS

- Current language only provides for severance for the course if a Term Sessional Lecturer's Direct Appointment rights are not fulfilled. That means if you had rights to two sections and did not get any, you were only given severance on a single section.
- **New:** severance is based on both course **and** section

REVISED AND RENEWED LOU

#3

- LOU first signed in 2012 to look at a viable short term sick leave plan for Sessional Lecturers.
- We were able to earmark some funding to put to this LOU by transferring over unused funds from the current collective agreement to create a small sick leave fund to help extend the current short term sick leave options

NEW EXPEDITED DISPUTE RESOLUTION PROCESS

The parties agree that many disputes can be frequently resolved informally, however, at times an expedited dispute resolution process may be required to resolve individual differences or case specific differences in a timely and cost-effective way. The expedited dispute resolution process will be as follows:

- a) An arbitrator appointed by the parties will assist in resolving the dispute and the process is intended to be non-legal. No lawyers will be used by either party, and the parties are limited to two (2) representatives each.
- b) Presentations by the parties will be short and concise and are to include an opening statement.
- c) Prior to rendering a decision, the arbitrator may assist in mediating a settlement to the issue. Where mediation fails or is not appropriate, the arbitrator will issue a final and binding decision, in a manner consistent with the applicable law in force at the time.
- d) All settlements and decisions will be limited in application to that particular dispute and are without prejudice.
- e) Decisions will be a maximum one-page "bottom-line" decision (with reasons if the parties so request).
- f) The parties will equally share the costs of the fees and expenses of the arbitrator.

NEW: COURSE OUTLINE REQUIREMENTS

- New Letter of Understanding (LOU)
- Departments must communicate the following when the issue the letter of appointment (at least 3 months before the course start date):
 - If there is a requirement to produce a course outline
 - If an outline is required: what information must be included in the course outline
 - The submission deadline for the course outline

NEW: LOU WORKLOAD

- If a Sessional Lecturer anticipates their total workload per 1.5 units will exceed 208 hours, they can initiate a discussion with the Administrator to discuss the workload concerns.
- The Admin must schedule a consultation meeting
- A decision must be communicated within five business days on whether to assign additional paid hours, provide additional work supports, assign the work elsewhere or reset priorities.
- The union will make an hours tracking template available to members
- Included in the total workload hours moving forward: the employers required training e.g. the privacy training

BENEFITS IMPROVEMENTS

- Component 3 represents approximate 4.6% of members on the staff benefits plan
- Improvements to the plan are negotiated at the CUPE 917 and CUPE 951 bargaining tables
- Once those improvements are finalized at the other CUPE tables, our members on the benefits plan will also receive those improvements

WAGE AND TERM

- We have eliminated the bottom step of the Component 3 salary schedule, taking away the lowest wage and reducing the salary schedule from 6 steps to 5 steps
- All members will see a general wage increase of 3% on each year on the following dates:
 - May 1 2025
 - May 1 2026
 - May 1, 2027
 - May 1, 2028
- Wage increases will be retroactive to the expiration date of the Collective Agreement.
- For Music Performance Instructors the increases will be applied to the hourly rate.
- The term of agreement will be May 1, 2025 – April 30, 2029