

Labour Adjustment Agreement FAQs

Questions About The Offer

1. What is the Enhanced Severance offer?

Under Article 25 of the collective agreement, normal severance for Continuing Sessional lecturers is based on a years of service calculation. You are deemed to have started the clock on years of service at the point you begin to work year-round (i.e. have work in all 3 semesters fall/winter/summer or have Continuing status). That can either be a point in your Term Sessional career where you began working in all 3 semesters per year then moved without a break in service into Continuing Status, or, for those who *didn't* teach year-round as a Term Sessional, it is the date you became a Continuing Sessional. Any break in your teaching history prior to getting your Continuing Status is considered a break in service and restarts the clock.

With the Enhanced Severance offer, you will receive service credit for all of the Sessional Lecturer work you have performed in the course of your employment at UVic. This calculation will be pro-rated for partial years of teaching as a Term Sessional lecturer as follows:

- Teaching 1 term in an appointment year = 0.33 years of service
- Teaching 2 terms in an appointment year = 0.66 years of service
- Teaching 3 terms in an appointment year = 1.0 years of service

2. Who is this offer directed at?

This offer is going out only to instructors who have Continuing Sessional status for the 2024/25 assignment year, and only in those departments, schools, or programs where cuts to Sessional Lecturers have been deemed necessary to meet budget constraints.

3. What happens if I volunteer and my offer to take layoff and severance is accepted?

You will receive the enhanced severance pay and all recall rights to your unit allocation will be severed.

4. If I volunteer to relinquish some or all of my unit allocation, will I be laid off?

No, if you volunteer to relinquish some or all your unit allocation, the decision/s on who will actually get the layoff is still dependent first on the operational requirements of your department/school/program. If there are 2 or more people that volunteer and who teach the same courses, then the offers to take a voluntary layoff with enhanced severance would be granted from most senior to least senior.

5. What if I am the only Continuing Sessional Lecturer in my department?

If you are the only Continuing Sessional in your department, and the department issues you a layoff notice, you will have a choice to either remain on layoff as per Article 25, or you have the option of taking enhanced severance. Should you choose the layoff option and do not get recalled within five semesters, you will receive normal severance as per the Collective Agreement Article 25.03 (*not* enhanced severance).

6. What if no one in my department/school/program volunteers to take a layoff or, none of the voluntary offers are accepted because of operational needs?

The department/school/program would then revert to the Article 25 language of the Collective Agreement and layoffs would proceed. The employer would identify the courses that they need to cut and then the Sessional/s with the least seniority that teach/es those courses would receive the notice of layoff.

Questions about layoff and severance in general

1. What is the difference between a full layoff and a partial layoff?

A full layoff is where you relinquish the entirety of your Continuing Sessional unit allocation and all recall rights. A partial layoff is where you relinquish a portion of your Continuing Sessional unit allocation and the associated recall rights.

2. What amount of severance do I get?

You get 1 month's pay for the first 12 years of service and 3 weeks pay for the 13th and subsequent years of service, to a maximum of 24 months pay.

3. How is seniority calculated when determining order of layoff?

For layoff specifically: Seniority is calculated by giving the Continuing Sessional Lecturer credit of one (1) year of seniority in an academic unit for each year that they have taught in the unit and has taught a minimum of seven and one-half (7.5) units across the University during the year.

4. What happens if I'm severed from my unit allocation, but I have work in another department/school/program that is not part of my unit allocation.

The layoff and severance will apply to your Continuing Sessional unit allocation only.

5. Who should I talk to if I still have questions that are not answered here?

You can contact Greg (4163 President) or Melissa (4163 Member Advocate) at office4163@gmail.com