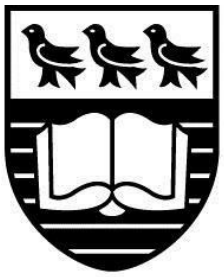
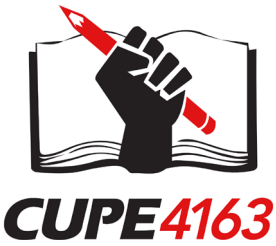
AGREEMENT BETWEEN

University of Victoria



and

Canadian Union of Public Employees Local 4163 (Component 3)



May 1, 2022 to April 30, 2025

The parties recognize and acknowledge with respect the lək̓ʷəŋən peoples on whose traditional territory the University of Victoria is located and the Songhees and Xwsepsum/Kosapsum [Esquimalt], and W̱SÁNEĆ (SȾÁUTW/Tsawout, W̱JOŁEŁP/Tsartlip, BOḴEĆEN/Pauquachin, WSIḴEM/Tseycum) peoples whose historical relationships with the land continue to this day.

May we build strong working relationships with all local nations and walk the path towards reconciliation together, with trust, humility, kindness, and respect. Our work will reflect the intention of peace, friendship, and understanding, while we continue to walk softly on these ancestral lands.

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, Continuing 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. The terms “sessional” and “sessional instructor” will be read to mean “sessional lecturer.”

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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.

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 3.04 and 3.07 (c)).

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 **Orientation**

The University will provide a half (1/2) hour of paid time to all newly appointed Bargaining Unit members at the University for a representative of the Union to orient members to the role and function of the Union. The University will consult with the Union to find a time and date, with the orientation being no later than the fifth (5th) week of Fall and Winter semesters and no later than the second (2nd) week of Summer semesters. The University will provide notice to all newly appointed Bargaining Unit members at the University of the time and place of orientation.

3.03 **Notice of Changes**

The Union will inform the University in writing, with a minimum of two (2) 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.

3.04 **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.

3.05 **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.

3.06 **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.

3.07 **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, preferred name, 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 3lst, 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 - LABOUR MANAGEMENT RELATIONS

6.01 **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.

(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 10 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.

6.02 **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 6.02 (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 7 - PICKET LINES

7.01 **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, they may immediately be taken off the payroll until once again able to perform the normal duties of the position.

7.02 **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 8 - CORRESPONDENCE

8.01 **Procedures**

All correspondence between the parties, arising out of this Agreement or incidental thereto, will pass to and from the Director, Labour Relations and the Human Resources Consulting or their designates and the President of the Union or their designates.

8.02 **Non-Binding Communications**

Section 8.01 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 8.01.

ARTICLE 9 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY, AND OTHER COMPLAINTS

9.01 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 their 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 their 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.

9.02 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 Equity and Human Rights Office 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) The parties agree to the following guidelines in the event of a harassment complaint affecting any employee in the bargaining unit:

(i) Complaints of harassment will normally be first dealt with, in the strictest confidence permissible under the law, as an informal complaint under the University Discrimination and Harassment Policy. Article 6.01 or any other procedures acceptable to all concerned may be used instead. Participation in such procedures will be without prejudice to all parties and will not prejudice the rights of employees to invoke the grievance procedure under Article 11. The Equity & Human Rights Office will inform an employee that Union representation is available.

(ii) Where an employee wishes to pursue a formal complaint of harassment the Union will process the complaint as a grievance under Article 11 of the Collective Agreement. As an alternative, the formal complaint process of the University Discrimination and Harassment Policy or any other procedure acceptable to all concerned may be used and by agreeing to such an alternative, all parties agree to waive their right to file a grievance. All employees will be entitled to union representation during the process the parties have decided to use.

(iii) 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.

(iv) These guidelines may be modified, as circumstances warrant by written agreement of the parties.

9.03 **Employment Equity**

The University and the Union 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.

9.04 **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 9.01 and 9.02, 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 10 - DISCIPLINE

10.01 **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.

10.02 **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.

10.03 **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 they have 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 10.03 (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.

10.04 **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.

(b) An employee may request in writing that any formal written record of discipline issued in accordance with Article 10 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 11 - COMPLAINTS AND GRIEVANCES

11.01 **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.

11.02 **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.

11.03 **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.

11.04 **Recognition of Union Stewards, Representatives and Grievance Committee**

(a) To foster an orderly, efficient and effective procedure for settling grievances and potential grievances, the University acknowledges the right of the Union to make use of Union Stewards, Union Officers or Representatives, and the Union Grievance Committee in the grievance process. The Union will assist any employee it represents in preparing and presenting their grievance in accordance with the grievance procedure.

(b) In addition to the right to Union representation, Indigenous employees may avail themselves of Indigenous Elders or Indigenous community members for support during the grievance process.

11.05 **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 their work without first obtaining permission from their 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 they would otherwise be entitled as a bargaining unit employee.

11.06 **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:

(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 their 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.

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 (l0) working day time limit, signify in writing to the other party its intention to invoke the arbitration procedure as set out in Article 12.

11.07 **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.

11.08 **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.

11.09 **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.

11.10 **Location of Grievance Meetings**

The University will provide an appropriate room for grievance meetings.

11.11 **Technical Objections to Grievance**

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

ARTICLE 12 - ARBITRATION

12.01 **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.

12.02 **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.

12.03 **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.

12.04 **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.

12.05 **Expenses of the Arbitrator**

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

12.06 **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.

12.07 **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 13 - CONTINUING SESSIONAL LECTURERS

13.01 **Definitions**

(a) Continuing Sessional Lecturer Status

(i) Excepting appointments of Graduate Students under Article 14.01 (a), a Sessional Lecturer whose appointments cumulatively equal 27 units over a period of five (5) or fewer assignment years as per Article 13.02 (a) and who has not retired will be designated as a Continuing Sessional Lecturer.

(ii) All Continuing Sessional Lecturers are so designated until the next biennial recalculation in accordance with 13.02 (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 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.

(b) Assignment Year and Term

An assignment year is calculated from September 1 to August 31 of the following calendar year, and consists of three (3) terms; the Fall term (September 1 – December 31) the Spring term (January 1 to April 30) and the Summer session (May 1 to August 31), 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 Lecturer’s unit allocations across the University.

13.02 **Calculating and Establishing Unit Allocations for Continuing Sessional Lecturers**

(a) Unit and University Allocations for Continuing Sessional Lecturers shall be calculated biennially. In calculating the average of number of units, when the average number of units taught falls between 1.5 unit increments, the allocation will be rounded as follows:

(i) If the number of units taught in the most recent of the four (4) assignment years referred to in Article 13.01 (d) is higher than the average, the allocation will be rounded to the nearest 1.5 units.

(ii) If the average is equidistant between two (2) 1.5 unit increments and the number of units taught in the most recent of the four (4) assignment years referred to in Article 13.01 (d) is higher than the average, the allocation will be rounded up.

(iii) In all other circumstances the average will be rounded to the lower 1.5 unit increment.

(b) When a Continuing Sessional Lecturer has taught in more than one (1) 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 until the next recalculation which will be done by February 15 or a date established by mutual agreement for the upcoming assignment year or except as reduced in accordance with the recall provisions of Article 25.02.

(d) (i) When a Sessional Lecturer is on an approved Maternity or Parental Leave under Article 19.04, or longer term Compassionate Leave under Article 19.07 (a)(ii), or has been granted a long term leave of absence due to an extended illness (i.e. more than a short-term illness contemplated in Article 19.01), units that would have otherwise been worked during that time will be included in the next calculated Unit Allocation under Article 13. For a Term Sessional Lecturer, written confirmation from the unit administrator will be required to confirm the units that would otherwise have been assigned during the leave period.

(ii) Any employee hired to replace a Continuing Sessional Lecturer on an approved leave of absence defined in Article 13.02 (d)(i) above will not be credited with units worked for the purposes of eligibility for Continuing Sessional Lecturer 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.

13.03 **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 Sessional Lecturer 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 14.03.

ARTICLE 14 - 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 September 1st to August 31st.

14.01 **Teaching Assignments for Continuing Sessional Lecturers**

(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 Sessional Lecturers, graduate students and postdoctoral fellows (reference Article 13.03). In making assignments to Continuing Sessional Lecturers 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, their academic unit allocation calculated under the terms of the agreement;

(iii) understands that Continuing Sessional Lecturers can be assigned additional units through 14.01 (b) or 14.03 Postings, in excess of their unit allocation, which does not increase the unit obligation noted above in 14.01 (a)(ii).

(b) When a Department or School creates new sections of an existing course that have not been assigned to Faculty, graduate students, or postdoctoral fellows, the administrator will offer the work without posting to Continuing Sessional Lecturers who have the existing course on their recall list (see Article 25.01), subject to the unit's assignment selection criteria, unless there is a pedagogical reason to offer the work through the posting process. Any new sections of work given to a Continuing Sessional Lecturer through 14.01 (b) does not increase the unit obligation noted in 14.01 (a)(ii).

14.02 **Direct Appointments for Term Sessional Lecturers**

(a) After making the determinations in 14.01 the administrator shall directly appoint a Term Sessional Lecturer to the courses(s), including the number of section(s) of 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 an assignment year in three (3) of the last four (4) assignment years and is not directly appointed to the course, the Administrator will advise them in writing of the reason for this decision.

(b) When a Department or School creates new sections of an existing course that have not been assigned to Faculty, graduate students, postdoctoral fellows or Continuing Sessional Lecturers, the administrator will offer the work without posting to Term Sessional Lecturers who have direct appointment rights to the existing course under 14.02 (a) above, subject to the unit's assignment selection criteria, unless there is a pedagogical reason to offer the work through the posting process.

(c) Where an administrator determines that there is a pedagogical interest in rotating course instructors, Sessional Lecturers who have direct appointment rights to one (1) course can be asked instead to teach another equivalent course, provided that Sessional Lecturer is qualified and available to teach at the schedule of the substitute course. The Sessional Lecturer will have the option of having their direct appointment rights shift to the substituted course.

14.03 **Postings**

(a) The balance of the teaching assignments available after fulfilling the obligations in 14.02 will be posted by the unit on the unit website at least three (3) months and two (2) weeks prior to the commencement of the fall term, at least three (3) months and two (2) weeks prior to the spring term, and at least two (2) months and (2) two weeks prior to the commencement of the summer session subject to Article 14.05 - Emergent Needs.

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) a statement that the University is 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; and,
(vi) a statement that the University reserves the right to fill additional teaching assignments from the pool of applicants for this posting.

(b) The posting may indicate that positions are subject to funding and or enrolment criteria**.**

(c) Normally, the stated deadline for expressing interest in a sessional assignment will be two (2) to four (4) weeks from the date of posting. Under no circumstances shall the posting period be for less than two (2) weeks.

(d) All expressions of interest must be submitted in writing to the unit administrator in accordance with the requirements as stated in the posting.

(e) Continuing Sessional Lectures 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.

14.04 **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. They 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, they shall provide the appointed Sessional Lecturer with the course schedule.

(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.

14.05 **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 14.04 will be applied and the unit administrator will consider Sessional Lecturers 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.

14.06 **Course Cancellation**

When a course is cancelled within 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 $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 $2,000 (to be pro-rated for music performance instructors) in addition to payment for work already performed.

14.07 **Notification of Appointment**

(a) 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 the reason(s).

(b) Appointment confirmations will include standard information such as the appointment start and end dates, position title, course title(s) and number(s), unit allocation(s), and hyperlinks to the CUPE 4163, Component 3 collective agreement and applicable salary schedule.

14.08 **Faculty Postings**

When there is a posting for a Faculty position in a Department, Program or School, all Sessional Lecturers in that Department, Program or School will be notified by way of email from the unit administrator (or designate) when the position is posted.

ARTICLE 15 - TEACHING AND MARKING PRACTICES

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

ARTICLE 16 - 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 17 - 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 Lecturer 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 18 - HOLIDAYS AND BENEFITS

18.01 **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	Labour Day
Family Day	Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC 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) Notwithstanding (a) above, should the Government of the Province of British Columbia introduce a statutory holiday to honour Indigenous culture / history / experiences / reconciliation (even if not titled "Day for Truth and Reconciliation") on a date other than September 30, employees shall be entitled to the new Provincial holiday but not the Federal holiday. For clarity, the Federal National Day for Truth and Reconciliation on September 30 would not constitute a paid holiday pursuant to (a) above.

(c) 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 HR6115 Employment Accommodation.

18.02 **Personnel Benefits**

(a) **Continuing Sessional Lecturer Eligibility**

All Continuing Sessional Lecturers are eligible for and will participate in the Extended Health Benefits, the Dental Plan, the Long Term Disability Plan, the Money Purchase Pension Plan (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 to zero (0) units, or upon not meeting qualifying criteria when continuing status is reviewed per Article 13.01.

(b) **Term Sessional Lecturer Eligibility**

(i) A Term Sessional Lecturer who is appointed to teach in at least one (1) term from the beginning of the Summer Session (May 1st) to the end of the subsequent Winter Session (April 30th), and whose teaching load in this period is, or 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.

(ii) Participation in the Pension Plan is also subject to having completed an appointment to teach at least 7.5 units in a period of one (1) to three (3) terms (Summer Session and subsequent fall and spring) within the previous three (3) years.

(iii) Eligibility for benefits is reassessed each September.

(c) **Participation**

Sessional Lecturer 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. Participation for all benefits, except for the Pension Plan, will commence on the first of the month following receipt of enrollment forms in the Benefits Office. For the Pension Plan:

(i) Continuing Sessional Lecturers will join the Pension Plan and start contributing to the Pension Plan by payroll deduction from the first appointment following confirmation of status as a Continuing Sessional Lecturer, and must contribute to the Pension Plan on all units taught as a Continuing Sessional Lecturer.

(ii) Term Sessional Lecturers, who are eligible for and elect to join the Pension Plan, will start contributing to the Pension Plan by payroll deduction effective from the first of the month coincident with or next following the date the Benefits Office receives the completed enrollment form. The Term Sessional Lecturer must contribute to the Pension Plan on all units taught as a Term Sessional Lecturer while enrolled in the Pension Plan.

Term Sessional Lecturers who voluntarily choose to participate in the benefit plans, other than the Pension Plan, must do so at the time of eligibility. Once application for participation is made and approved, with the exception of the Pension Plan, Term Sessional Lecturers must maintain coverage through the entire eligibility period as noted above.

(d) **Once Enrolled**

Once enrolled, Continuing Sessional Lecturers who do not hold an appointment during some or all of the eligibility period or whose teaching load falls to zero (0) units, or Term Sessional Lecturers 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, or final pay cheque from the preceding term (if applicable).

Term 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 be considered to have opted out of all the relevant benefit plans except the Pension Plan.

All benefit premium costs for eligible Summer Session, except the Pension Plan, will be paid in advance by eligible Sessional Lecturers through pre-authorized debit. The University's portion of the benefit premiums for the Summer Session, if applicable, will be paid retroactively, on completion of the Term Sessional Lecturers' Summer Session appointment(s).

Exceptions to the paragraph immediately above are for those who qualify for and enroll in the Pension Plan in the eligibility period noted above, and when a Term Sessional Lecturer is scheduled to teach, and remain on pay for the entire Summer Session, in which case benefits may be maintained on the normal cost sharing basis without the need for prepayment and retroactive adjustments.

(e) **Extended Health Benefits and Dental Plan**

The premiums for the 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.

(f) **Money Purchase Pension Plan**

Participation in the Money Purchase Pension Plan is subject to provisions of the Income Tax Act, Pension Benefits Standards Act of BC, and the Pension Plan. Those who are already pensioners under the Pension Plan are not eligible to contribute.

(g) **Group Life Insurance (Basic and Optional)**

Participation in the Group Life Insurance plan 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 seventy-one (71).

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 Sessional Lecturers 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.

(h) **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 Lecturers 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.

18.03 **Component 3 Professional Development Fund**

(a) Purpose of the Professional Development Fund

The purpose of the Professional Development Fund is to provide financial support to Continuing and 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.

Eligibility requirements, eligible expenses and procedures for application and reimbursement are all laid out in the respective Continuing and Term Sessional Lecturer Professional Development Fund Terms of Reference.

The Professional Development Funds and monies will be administered by the University. The Union will verify that members who apply meet the criteria.

(b) Administration of the Professional Development Fund

The funds will be dispersed by a standing joint committee of two (2) Component 3 representatives appointed by the Union and two (2) employer representatives appointed by the University. The Union members will be appointed for a period of one (1) year with possible re-appointment for subsequent one (1) year terms as determined by CUPE Local 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 the terms of reference.

(c) Continuing Sessional Lecturer Professional Development Fund:

(i) Funding of $15,000 per year is continuing in nature.

(ii) No more than $30,000 of the Fund is to be dispersed in each assignment year unless by mutual agreement of the parties.

(iii) The per person maximum per sessional assignment year is $2,000.

(d) Term Sessional Lecturer Professional Development Fund:

(i) Service Improvement Allocation (SIA) funding of $66,500 per year is continuing in nature.

(ii) No more than $30,000 of the Fund is to be dispersed in each assignment year unless by mutual agreement of the parties.

(iii) The per person maximum per sessional assignment year is $2,000.

(iv) Upon agreement of the parties, any surplus fund accrued through SIA funding may go towards other improvements consistent with service delivery intentions of the SIA.

(e) Review

The parties will meet annually to review the Fund procedures.

ARTICLE 19 - LEAVE

19.01 **Sick Leave**

(a) Sessional Lecturers who have completed ninety (90) consecutive days of employment are entitled to up to five (5) days of paid sick leave per calendar year, and up to three (3) days of unpaid leave per calendar year. For part-time employees the calculation will be based on the formula under *Employment Standards Act – Section 49.1 Illness or Injury Leave*.

(b) Sessional Lecturers who do not qualify for paid sick leave in accordance with the *Employment Standards Act*, or when further sick leave is required, will be given the option, by the unit administrator, of substituting teaching assignments with a qualified sessional lecturer 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.

19.02 **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,

(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 14, 18 and 24 (salary, benefits, job security and status) under this agreement as if they 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 they had taught the assignment(s). The granting of an extended leave should not act to so as to reduce a probationary or qualifying period.

(c) Union Time Off for President

Time off with pay shall be granted to the President of CUPE Local 4163 amounting to 1.00 FTE union time. The cost for the time-off will be equally shared between the Union and the Employer. The Union will transfer to the budget of the Department an amount equal to 50% of regular base salary and benefits. This time release is also intended to allow the Union President to be away on leave for Union business under Article 19.02 (a) and (b), including the provision of advice to Human Resources, as well as appropriate reimbursement of replacement costs. The employees backfilling this position will hold temporary appointments and will be renewed as required.

19.03 **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.

(b) In cases where an employee's private affairs have occasioned a court action, any leave of absence will be without pay.

19.04 **Maternity/Parental Leave**

(a) Employees are entitled to Maternity 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 14.

Maternity Leave

(c) Employees who have given birth to a child are entitled to seventeen (17) consecutive weeks of maternity leave without pay.

(d) Further maternity leave without pay, of up to six (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

(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 maternity leave is taken. If maternity 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.

(ii) The total maternity and parental leave taken must not exceed seventy-eight (78) weeks unless further leave is granted under the provisions of Article 19.04 (d) and/or 19.04 (i).

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 thirty-five (35) weeks, such that the total parental leave is extended to forty (40) weeks; or

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

(g) A co-parent of a child, or another person who is recognized by the child's birthing parent as their 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) 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.

19.05 **Continuing Sessional Lecturer Maternity/Parental Leave Supplementary Benefit**

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 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 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 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 19.05, 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 19.05.

(b) Where a 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 19.05, 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 19.05.

(c) If both parents of a child are regular employees who are eligible for the Supplementary Benefit under this Article, they may apply for the Supplementary Benefit in its entirety. In no case will the Supplementary Benefit be paid for a period in excess of eighteen (18) weeks per parent.

19.06 **Continuing Sessional Lecturer Maternity/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 19 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.

(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 19.05 will be reduced accordingly.

19.07 **Compassionate and Emergency Leave**

(a) Compassionate Leave

(i) 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. For self-identifying Indigenous employees, this leave will also be granted for passing of an Elder close to them and/or their community, as well as any individual the employee considers a close family member consistent with the cultural norms of their community (e.g., aunt, uncle). Where extensive traveling time is required up to three (3) additional calendar days will be granted on request. Compassionate leave without loss of pay will be granted by a chair/director under other reasonable circumstances.

(ii) If longer leave is required, the chair/director will, subject to operational requirements, grant leave without pay for up to one (1) academic year without loss of unit calculation. 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 they may coordinate other adjustments as necessary.

19.08 **Personal Leave of Absence**

(a) Continuing Sessional Lectures may, no later than three (3) months prior to the start of the term in which the leave is required, request in writing from the Unit Administrator a leave of absence from their Unit Allocation obligations for a period of up to three (3) 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 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 through payroll deduction no later than one (1) 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.

19.09 **Cultural Leave for Indigenous Employees**

The University will allow Indigenous employees reasonable leave of absence with pay, up to two (2) days per calendar year (pro-rated for part-time status), to attend Indigenous ceremonial gatherings or cultural activities in fulfillment of cultural obligations. The employee will apply for the leave in writing to their Unit Administrator. Such leave requests will not be unreasonable denied.

19.10 **Public Duty Leave**

The parties recognize that from time to time a sessional lecturer may have to be released from regular duties to seek election in a municipal, provincial, federal, First Nation or other Indigenous election. In keeping with the University Policy HR6425 Political Leave such short-term occasional leaves without pay will be granted by the unit administrator.

ARTICLE 20 - HEALTH AND SAFETY

20.01 **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.

20.02 **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.

20.03 **Proper Training**

(a) No employee will be required to work on any job or operate any piece of equipment until they have 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.

20.04 **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.

20.05 **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 they are aware. If prompt action does not ensue, the employee will inform the Department/Building Safety Committee through the Department Head.

20.06 **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.

20.07 **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 21 - GENERAL CONDITIONS

21.01 **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.

21.02 **Mailbox**

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

21.03 **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 22 - EMPLOYEE RECORDS AND PERFORMANCE REVIEWS

22.01 **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 their employment files in either the Department and/or Human Resources upon three (3) working days written notice to the Department Chair and/or the Director, Labour Relations and Human Resources Consulting (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.

22.02 **Performance Appraisals**

(a) Performance appraisals may be done in each unit in accordance with the procedures for that unit. In the case of Sessional Lecturers 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 10.

ARTICLE 23 - 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 24 - WAGES, DEDUCTIONS AND REIMBURSEMENTS

24.01 **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.

24.02 **Stipends**

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

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

(b) Course Challenges - $350.00 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 $350.00 per student, rather than cancel the course.

24.03 **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.

24.04 **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.

24.05 **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 University Policy FM5610 (Travel and Business Expenses), which is accessible on the Internet.

24.06 **Duties Occurring After Term of Appointment**

Sessional Lecturer may be asked, after the assignment of a DEF Grade, to participate in and/or complete specific activities related to their duties beyond the semester end date. If the Sessional Lecturer agrees to oversee the completion of the deferred work, the Chair/Director and the Sessional Lecturer shall agree on the type of participation required and the amount of time needed to complete such work. Such agreement shall be confirmed by the Chair/Director in writing. The Sessional Lecturer shall be paid an equivalent hourly rate for the work to a maximum of two (2) hours of pay per DEF Grade.

ARTICLE 25 - LAYOFF AND RECALL RIGHTS

25.01 **Establishing Recall Rights**

(a) Upon attainment of Continuing status, the unit administrator(s) and the Continuing Sessional Lecturer will come to agreement on a list of those courses and substantially similar courses that the Continuing Sessional Lecturer has satisfactorily taught at the University of Victoria within the five (5) assignment years immediately prior to the commencement of their Continuing Status. This list will constitute the courses to which the Continuing Sessional Lecturer will initially have recall rights as specified in Article 25.02 and will be updated annually as described in (b) 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 (5) years will be deleted. The list should be updated in September. 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 Lecturer or the applicable unit administrator.

25.02 **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 their 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 Sessional Lecturers, will be 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 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 they will be unable to offer the Continuing Sessional Lecturer their 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 14.02 and/or 14.03 to courses they have 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 (5) consecutive terms beginning September 1 of the current assignment year.

(e) Any teaching assignment a Continuing Sessional Lecturer acquires through Articles 14.04 and 14.05, in a unit other than that from which they have received layoff notice, shall not extinguish their recall rights under the Collective Agreement between the parties.

(f) When, as a result of taking action to mitigate a reduction in their unit allocation a Continuing Sessional Lecturer with recall rights acquires additional assignments in another unit equivalent to their university allocation, they shall not be penalized for refusing a recall.

(g) Should the recall period expire, and should the Continuing Sessional Lecturer not be appointed to their 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.

(h) In the case of Continuing Sessional Lecturers 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 Lecturer teaches fewer units than their 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 Lecturer in Article 25.02 (h) teaches fewer units than their university allocation, and where one or more of the Continuing Sessional Lecturer'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 Lecturer's unit allocation.

25.03 **Severance Pay**

(a) Qualifying Continuing Sessional Lecturer Eligibility for Severance

A Continuing Sessional Lecturer who is assigned fewer than their unit allocation for the assignment year, qualifies for severance pay if they either:

(i) have completed the recall period, and have not been reassigned the calculated unit allocation, and have submitted expressions of interest for assignments they are 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 recall rights in respect of the laid-off units.

(b) Term Sessional Lecturer Eligibility for Severance

A Term Sessional Lecturer who has satisfactorily taught the same course at least once a year for three (3) of the last four (4) academic years qualifies for severance if they were not directly appointed under 14.02 (a), have submitted expressions of interest for assignments they were qualified to teach pursuant to 14.03, were not the successful applicant and were not provided by the administrator with an equivalent number of units to teach.

(c) Severance Pay Calculation

(i) Severance Pay for Continuing Sessional Lecturers will be calculated as follows:

- 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.

The pay noted above 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 twenty-four (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 six (6) weeks times the unit value of the course(s) to which they were not directly appointed.

ARTICLE 26 - TERM OF AGREEMENT

This Agreement will be binding and remain in full force from May 1, 2022 to April 30, 2025, 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 _____ day of _____, 2023.

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

_____
Kevin Hall
President and Vice-Chancellor
University of Victoria

_____
Kristi Simpson
Vice-President, Finance & Operations
University of Victoria

_____
Kane Kilbey
Associate Vice-President, Human Resources
University of Victoria

The Corporate Seal of CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4163 (COMPONENT 3), was hereto affixed in the presence of:

_____
Greg Melnechuk
President, CUPE Local 4163

_____
Brock MacLeod
Vice President, CUPE Local 4163
(Component 3)

_____
Micha Pesta
CUPE National Representative

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

01-May-22

	units	7.5	6	4.5	3	1.5	1	0.75
steps								
1		7725	6180	4635	3090	1545	1030	773
2		8018	6414	4811	3207	1604	1069	802
3		8303	6642	4982	3321	1661	1107	830
4		8603	6882	5162	3441	1721	1147	860
5		9015	7212	5409	3606	1803	1202	902
6		9375	7500	5625	3750	1875	1250	938

01-July-22

	units	7.5	6	4.5	3	1.5	1	0.75
steps								
1		7725	6180	4635	3090	1545	1030	773
2		8018	6414	4811	3207	1604	1069	802
3		8303	6642	4982	3321	1661	1107	830
4		8603	6882	5162	3441	1721	1147	860
5		9015	7212	5409	3606	1803	1202	902
6		9450	7560	5670	3780	1890	1260	945

01-May-23

	units	7.5	6	4.5	3	1.5	1	0.75
steps								
1		8250	6600	4950	3300	1650	1100	825
2		8558	6846	5135	3423	1712	1141	856
3		8865	7092	5319	3546	1773	1182	887
4		9180	7344	5508	3672	1836	1224	918
5		9623	7698	5774	3849	1925	1283	962
6		10088	8070	6053	4035	2018	1345	1009

01-May-24

	units	7.5	6	4.5	3	1.5	1	0.75
steps								
1		8498	6798	5099	3399	1700	1133	850
2		8813	7050	5288	3525	1763	1175	881
3		9128	7302	5477	3651	1826	1217	913
4		9458	7566	5675	3783	1892	1261	946
5		9908	7926	5945	3963	1982	1321	991
6		10388	8310	6233	4155	2078	1385	1039

***Amounts in the salary schedules reflect monthly pay amounts for teaching over a period of one academic term (four months).**

SCHEDULE 2 – HOURLY RATES FOR MUSIC PERFORMANCE INSTRUCTORS

	Step 1	Step 2	Step 3
01-May-22	56.87	58.99	61.88
01-May-23	70.00		
01-May-24	72.10		

LETTER OF UNDERSTANDING #1

Certification Clarification

Originally Signed Dec. 20, 2000

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.

LETTER OF UNDERSTANDING #2

Nursing: Sessional Lecturers Appointed to Teach Clinical Placement Courses

Originally Signed September 19, 2019

NURS sessional lecturers will receive a lump-sum stipend in the amount of $300.00 for each of the following practice course assignments in the NURS undergraduate program, paid at the commencement of the assignment:

NURS 370, NURS 470, NURS 456, NURS 475, NURS 491

The $300.00 stipend will be applied to the above-noted assignments commencing the 2020/2021 academic year. The total cost of stipends provided in each year will be capped at $21,715.00 (which equals 0.20% of big base from the 2019 bargaining round).

LETTER OF UNDERSTANDING #3

Short Term Sick Leave Plan

Originally Signed Dec. 12, 2012

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 September 1, 2023 with the intention of presenting recommendations within a further six (6) months.

LETTER OF UNDERSTANDING #4

Workload Review

Originally Signed September 19, 2019

The parties agree that during the life of this agreement, the Labour Management Committee under Article 6 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.

LETTER OF UNDERSTANDING #5

Workload Review Specific to Students with Academic Accommodations
(subset of LOU #4)

Originally Signed Nov. 28, 2022

The parties recognize that there has been growth year-over-year in the number of students with academic accommodations. This growth has an impact on the workload of Sessional Lecturers, above and beyond the supports offered through the Centre for Accessible Learning (CAL), which varies based on the complexity and number of academic accommodations.

The Parties are agreed to form a joint committee to:

1. Review current and historical data on the number, variety, and complexity of academic accommodations; and
2. Recommend a compensation formula/structure for Sessional Lecturers who are performing this work.

The joint committee will comprise two (2) UVic members and two (2) members representing CUPE, Local 4163 (Component 3).

The Parties are further agreed to:

1. Set aside recurring yearly funding capped at $22,322 per assignment year commencing May 1, 2024 to provide compensation to Sessional Lecturers based on the committee's recommendations; and
2. Reallocate any monies not spent to the Sessional Lecturer Professional Development Fund under Article 18.03.

This yearly funding has been costed at 0.18% of big base, assigned to both Flexibility Allocation and NWIB.

LETTER OF UNDERSTANDING #6

Faculty Postings

Originally Signed September 19, 2019

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 conversations, they will be invited to provide representatives to the committee.

LETTER OF UNDERSTANDING #7

Re: Article 14 – Appointment Procedures

Originally Signed Nov. 28, 2022

Notwithstanding Article 14.04 (a), selection criteria for assignments that are filled through an expression of interest will also include Indigenous-specific lived experiences or cultural competencies where relevant to the curriculum.

The parties agree that this Letter of Understanding will expire on the end date of the current Collective Agreement, unless the parties mutually agree otherwise.

LETTER OF UNDERSTANDING #8

Re: Cost of Living Adjustments

Originally Signed Nov. 28, 2022

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on the first pay period after May 1, 2023 and May 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in Schedules 1 and 2 of the collective agreement means the *Latest 12-month Average (Index)* % Change reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Prince Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

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 14.01)
An assignment year is calculated from September 1 to August 31 of the following calendar year, and consists of three terms; Fall term (September 1 - December 31), the Spring term (January 1 to April 30) and the Summer session (May 1 to August 31), 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 Lecturer
An individual who meets the criteria in Article 13.01.

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