IN THE MATTER OF AN ARBITRATION

Between

UNIVERSITY OF BRITISH COLUMBIA
(The "Employer")

and

UNIVERSITY OF BRITISH COLUMBIA
FACULTY ASSOCIATION
(The "Association")

DATES OF HEARING: MARCH 5, MAY 14, 15, 16 AND 23, 2003
PLACE: VANCOUVER, BRITISH COLUMBIA

FINAL AWARD

SOLE ARBITRATOR
S. GLENN SIGURDSON, Q.C.

COUNSEL FOR THE EMPLOYER
ROSLYN GOLDNER

COUNSEL FOR THE ASSOCIATION
ALLAN E. BLACK, Q.C.
S. MICHELLE BLENDELL
Final Award

I have engaged extensively with the parties since my appointment by them to the office of Interest Arbitrator in respect of the matters outstanding between them. These activities have included an initial planning session, hearings, joint meetings, private caucuses, an interim draft award, and an invitation to offer comments in relation to it, and a final interim award – all of which has been consistent with the jurisdiction with which I have been empowered by them. What follows below is my Final Award.

Through this engagement, and a careful review of the written information provided to me I have developed an understanding of the differences that have been dividing the parties, and the reasons for them, been provided information to assist me in my discussions and deliberations with them, and explored possible ways in which outcomes might be achieved which will meet their separate and mutual interests.

Against this background, I prepared a Draft Interim Award. In so doing, I sought from counsel with the concurrence of the parties their informal views and suggestions as I developed the draft. I then presented the draft for further reflection by parties with counsel. I invited, received, and have reviewed comments by the parties in relation to the draft.

The format in which I presented the Interim Award was in the nature of directions for the preparation of final contractual language. By presenting the outcome of my deliberations in this more specific as opposed to descriptive manner my hope was that it would facilitate the early finalization of contractual language by the parties with counsel. Having said this, I made clear here that my expectation was that the parties could best determine with counsel the precise contractual language they wished to incorporate into the agreement. My goal was to capture as precisely as possible the spirit and intent, not the fine letter of the agreement.

The Interim Award related to those areas in which amendments were to be incorporated into the existing agreement. I expected that other drafting changes would be required to the overall language of the agreement to accommodate these amendments. I also anticipated that the parties might agree upon other areas where they believed that the agreement could be more fully or accurately expressed. In all other respects the existing agreement remained substantively unchanged.

My expectation was that the parties with counsel would finalize contractual language consistent with these directions. If they were not able to reach agreement on any aspect of this undertaking I reserved my jurisdiction to make a final determination including specifying the contractual language to be inserted in the agreement on the point in issue.

It was my expectation that I would only determine any matters the parties jointly, or separately, identified to me, which they regard as unresolved, and required my determination. For greater clarity, I made clear that I did not intend to conduct my own independent assessment as to whether the contractual language the parties and counsel brought back to me fulfilled the expectations of these directions; I would be relying on the parties to do any such assessment, and make it known to me.

The parties subsequently completed their efforts. Complete submissions were made to me as to the areas and the language on which they had reached agreement and where
differences remained, as well as the reasons underlying these differences, and recommended drafting to achieve their intentions.

I have carefully reviewed these submissions in light of all of the information that has come before me and submissions made to me over the entire course of the proceedings, and have made determinations in respect of each of the points in issue.

I now attach two copies of the Agreement in final form, Schedule A being the Final Agreement and Schedule B which has been italicized to indicate more readily the areas and determinations made.

I reserve jurisdiction to continue to work with the parties and counsel in finalizing the form of the agreement (recognizing the fact that very extensive effort and related drafting directly between the parties has been undertaken and the possibility that in preparing this Final Award some aspects of what has been done directly may not have been accurately captured and what has now been added, not appropriately integrated), and to deal with any other matter that may arise in the process of bringing all matters within my jurisdiction to a conclusion.

Subject to this reservation in my jurisdiction, this Final Award, and Schedule A attached hereto, shall be binding upon the parties in the same manner and to the same extent as if they had entered into this agreement entirely through their own efforts with no involvement by the office to which they appointed me.

Signed this 31st day of September, 2003.

[Signature]

[Name]
SCHEDULE A
Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members

Preamble

A. *The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.*

B. Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.

C. The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

Article 1. Interpretation

1.1 "Faculty Member" means all persons appointed by the Board of Governors of the University of British Columbia on a full or part-time basis as Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position.

1.2 "Sessional Faculty Member" means a Faculty Member appointed by the Board of Governors to teach credit course(s), Full-Time or Part-Time, or to perform related duties such as course coordination or laboratory supervision, for a period of less than twelve (12) months.

1.3 "Part-time" means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s).

1.4 "Full-time" will be defined Faculty by Faculty, as is given by the current pattern in different types of academic activities, although normally the primary focus is teaching.

1.5 "Teaching Performance" includes performance in all credit courses in which the faculty member is hired to teach.

1.6 The "Bargaining Unit" shall consist of faculty members as defined in section 2.01 of the Agreement on the Framework for Collective Bargaining.
Article 2. Appointment Process

2.1 A description of the appointment process as referred to in Article 9.1 shall be drawn up by each Department. This description will provide for the need to make emergency appointments, and for the need to change appointments by substituting or adding teaching assignments or other duties. This description will be posted in the Department and will be kept on file in the Dean’s Office with a copy to the Faculty Association. A copy of the description shall be given to an applicant who requests it.

2.2 New positions will be posted in Departments for at least two (2) weeks. A copy of all postings shall be sent to the Faculty Association. Vacancies or changes in existing appointments arising as the result of unforeseeable events do not have to be posted.

2.3 The principal duties of an appointee will be set out in writing, e.g., (1) course(s) to be taught; (2) coordination responsibilities; (3) lab responsibilities. If the appointment is part-time, the percentage of that appointment in relation to the duties of a full-time appointment will be clearly stated. Part-time percent shall be calculated as a percentage of full-time employment for the period of the Sessional Faculty Member’s appointment only, that is, not as a fraction of the whole winter session or the full year. Any work required outside the period of appointment will be clearly stated and remuneration for the work will be provided for. If the final exam is scheduled within three (3) days of the end of the appointment or outside the appointment period, an additional $250 shall be paid for marking. A copy of this Agreement shall be supplied to the Sessional Faculty Member with the appointment letter.

2.4 Candidates for initial appointment at the rank of Sessional Lecturer are judged principally on qualifications, performance in teaching, and experience.

Article 3. Reappointment

3.1 As a general principle, Sessional Faculty Members have the right to reappointment in accordance with this Agreement and subject to Article 10.1.

3.2 Candidates for reappointment are judged principally on performance in teaching, based on formal evaluation of their performance in all of the courses taught in the previous twelve (12) months. All such evaluations shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement.
Article 4. Assessment of Length of Service

4.1 Length of service to the University shall be recalculated at the end of every appointment. Length of service to the University includes all credit courses taught. Length of service shall be calculated on the basis set out in the Letter of Agreement dated ________.

4.2 For the purpose of calculating full-time equivalent months of service, each course taught outside of the regular winter session will be given the same weight as it is given when taught during the regular winter session.

4.3 Sessional Faculty Members whose duties fall to less than 50% of a full-time Sessional Faculty Member due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.1(b) or (c)) shall maintain member rights as if holding an appointment at or above 50%, including benefits, for a period of twenty-four (24) months commencing from the date at which the workload fell below 50%.

4.4 Subject to Article 10.7, Sessional Faculty Members who are not offered a further appointment will maintain their accumulated length of service to the University for a period of twenty-four months. The twenty-four (24) month recall period will be extended only by the period of maternity leave or certified illness. During that period the University must post position(s)/course(s) that come available and provide copies to the Faculty Association. Other factors being relatively equal, length of service shall be the determining factor in assigning the position(s)/course(s).

4.5 The University shall provide a Sessional Faculty Member with an updated report of his/her accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.

Article 5. Continuing Appointments

5.1 (a) When a Sessional Faculty Member’s appointments cumulatively equal three (3) years (thirty-six months) of full-time appointment over a period of six (6) or fewer consecutive academic years (July to June) he or she is a Sessional Faculty Member with a Continuing Appointment.

(b) The Sessional Faculty Member’s Continuing Appointment is effective on the completion of 36 months of full-time equivalent service.

(c) The University shall extend the periods in paragraphs (a) and (b) to
accommodate maternity leaves. The parties will resolve individual cases of temporary, emotional, or physical incapacity in accordance with the usual practice.

5.2 A Sessional Faculty Member with a Continuing Appointment has a right to:

(a) reappointment for a period of time equal to the same length of time and on the same basis, full or part-time, as the appointment he or she held in the winter session of the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.1; and

(b) assignment to a course load in any academic year at least equal to the percentage of full time equivalent upon which his or her Continuing Appointment is based, subject to Articles 6.1 and 10.1.

This Article does not preclude the University from changing course assignments or other duties, or the terms in which teaching is assigned. Any increases in workload shall be subject to Article 2.3 of this agreement.

5.3 Notwithstanding Article 5.2(a), where a Sessional Faculty Member’s course assignment at the time he or she achieves a Continuing Appointment is greater than a ten percent decrease from his or her average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.

5.4 If, in any year, due to Articles 10.1(b) or (c), the University assigns a Sessional Faculty Member with a Continuing Appointment to a course load less than the level to which he or she is entitled pursuant to Article 5.2(b) then his or her course load entitlement in the following year shall not be affected.

5.5 A Sessional Faculty Member with a Continuing Appointment may, from time to time, have additional course assignments but such additional course assignments shall not affect the nature of the Continuing Appointment.

5.6 Notwithstanding the provisions of Article 5, a review of each Continuing Appointment shall be conducted every three (3) years. The purpose of the review is to determine whether, on the basis of an emerging pattern of course assignment, the percentage of time of the Continuing Appointment should be increased or decreased.

Article 6. Assignments

6.1 In making Sessional course assignments, the University shall consider
qualifications to perform the required work, quality and effectiveness of work performed and length of service. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. Length of service shall be the determining factor only where the other factors are relatively equal.

6.2 Subject to Article 6.1, the University shall distribute available course assignments to Sessional Faculty Members with Continuing Appointments:

(a) in accordance with their individual entitlement as determined by either Article 5.2 (b), and

(b) in priority to other Sessional Faculty Members.

6.3 In any circumstance in which a Sessional Faculty Member with a greater than 50% appointment is a candidate for consideration for a course assignment, or is one of a number of candidates, some of whom have less than a 50% appointment, the consultation process set out in Article 9 shall apply. The consultation process set out in Article 9 shall not apply when all of the candidates for consideration have less than a 50% appointment.

6.4 Sessional Faculty Members with less than full time appointments may apply for additional course assignments as they become available and they will receive first consideration for such teaching course assignments subject to the criteria in Article 6.1.

6.5 Departments shall include Sessional Faculty members with Continuing Appointments in existing departmental processes used to determine course loads and course assignments for the upcoming academic year in the same way and at the same time as tenured and tenure-track faculty are included in those processes. The Department Head has discretion in making course assignments.

Article 7. Evaluation of Initial Appointment

7.1 (a) If, during a Sessional Faculty Member's initial appointment serious concerns are raised with respect to his or her teaching performance the Department Head, or Delegate, shall within 30 days from the date the concern was raised investigate the concerns and may make recommendations for remediation and reassessment.

(b) If the Department Head or Delegate makes recommendations for remediation and reassessment, the Department Head shall re-evaluate the Sessional
Faculty Member within 30 days of the making of the recommendation, and in his or her discretion, may decide whether or not to reappoint the Sessional Faculty Member.

(c) If, upon the completion of the investigation, the Department Head or Delegate does not make recommendations for remediation and reassessment, the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concern was raised.

7.2 (a) If within 30 days of the completion of a Sessional Faculty Member’s initial appointment, serious concerns are raised with respect to his or her teaching performance, the Department Head, or delegate, shall investigate the concerns.

(b) Upon the completion of the investigation in paragraph (a), the Department Head, in his or her discretion shall, determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concerns were raised.

7.3 In exercising his or her discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as he or she considers helpful.

Article 8. Performance Evaluation

8.1 The performance of a Sessional Faculty Member must be evaluated on a regular basis.

8.2 An individual’s entire performance of assignment duties as per Article 2.3 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by Faculty, including other Sessional Faculty Members, of performance in University lectures, course material and examinations, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Decisions not to reappoint a Sessional Faculty Member cannot be based exclusively on student evaluations.
8.3 In all cases of evaluation of performance, appointment or reappointment, judgements of an individual shall be made objectively.

8.4 Following evaluation of a Sessional Faculty Member's initial appointment, the Department shall continue to evaluate him or her on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.

8.5 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Faculty Member, meet with him/her. The Department Head shall determine whether performance is of a sufficiently high standard to warrant reappointment.

**Article 9. Consultation Process at the Departmental Level Regarding Appointment and Reappointment**

9.1 The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department in order to ascertain their views and to obtain their recommendation concerning the appointment of all Sessional Faculty and the reappointment of Sessional Faculty with appointments of at least 50% of full time.

9.2 Consultation shall be achieved through standing committees. Each committee shall be a sub-committee consisting of not less than 3 members of the Department's Promotion and Tenure Committee. Representation from Sessional Faculty may be added to these committees. The participation of Sessional Faculty in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures as it has established and may determine. Nothing in this agreement precludes or entitles this participation other than as set out in Article 6.5.

9.3 Consultation shall be conducted according to procedures agreed upon between the Head and the members of the Department and approved by the Dean. The Head shall ensure that each Sessional Faculty Member with a Sessional Appointment in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures, with a copy to the Faculty Association.

9.4 Consultation shall include consideration of all relevant information, including any relevant information submitted by the candidate, at formal meetings. The recommendation of the Departmental Standing Committee shall be that of the majority.
9.5 Decisions made by the Department Heads, in consultation with the Departmental Standing Committee, shall be communicated to the candidate in a timely fashion.

**Article 10. Non-Renewal of Appointment**

10.1 The only reasons for non-renewal of appointment of a Sessional Faculty Member shall be (a) teaching performance; or (b) lack of funding; or (c) discontinuance or non-scheduling of course or section of a course; or (d) for just cause as is generally recognized at law.

10.2 Where a Sessional Faculty Member is not reappointed due to unsatisfactory performance, the Department will immediately notify him/her of that fact in writing, with a copy to the Faculty Association. Any denial of reappointment shall be accompanied by full reasons for the denial, demonstrating that the applicable criteria were properly considered.

10.3 A Sessional Faculty Member, following such notification, may request a meeting with the Department Head to discuss the reasons for the decision and to place additional information before the Head. Such a meeting will be held within seven (7) working days of the request. The Sessional Faculty Member is entitled to Faculty Association representation at that meeting if he/she wishes.

10.4 If a Sessional Faculty Member wishes to file a grievance, the appropriate procedures, as set out in Article 18 of the Framework Agreement shall be followed, commencing at the level outlined in Article 18.04. Where the Parties mutually agree, grievances under this Article may be submitted directly to Expedited Arbitration under Article 14.

10.5 A Sessional Faculty Member whose sessional appointment is not to be renewed shall be given at least one month’s notice and shall fall under the provisions of Article 4.4. A Sessional Faculty Member whose assigned course is discontinued or cancelled shall be given at least one month’s notice or the sum of $300.

10.6 Notice of termination will not accompany the letter of appointment.

10.7 A Sessional Faculty Member with a Continuing Appointment whose appointment is not to be renewed as per Article 10.1 (b) or (c) shall, at his or her election, retain the right to recall as outlined in Article 4.4, or receive a payment based on one (1) month’s salary for each year of full-time equivalent service.
Article 11. Termination of Sessional Appointments

11.1 A Sessional Faculty Member may only be terminated for just and reasonable cause (see Article 10, Agreement on Conditions of Appointment for Faculty).

Article 12. Eligibility for Other Appointments

12.1 A Sessional Faculty Member may present his or her credentials to the Department Head at any time for consideration for appointment to a 12-month Lecturer position.

12.2 (a) In any circumstance in which the opportunity exists to create an additional 12 month lecturer position, or a vacancy in such a position arises, existing departmental Sessional Faculty Member shall be given notice and an opportunity to apply for the position.

(b) The Department head has the discretion, exercisable at any time in the process, as to whether the appointment shall be made from those candidates who apply internally, or whether the position is to be posed to invite application by, and consideration of, external candidates (and in the event of a posting, the factors considered shall be applied on the same basis as set out in article 12.3).

12.3 Sessional Faculty Members with Continuing Appointments may, on application, be considered for any other appointments which may be made from time to time. In applying for positions at the rank of Instructor, the Sessional Faculty Member's qualifications, demonstrated performance and length of service will be considered. Length of service shall be the determining factor in these appointments only where other factors are relatively equal.

Article 13. Leave of Absence Without Pay or Benefits

13.1 A Sessional Faculty Member with a Continuing Appointment may apply in writing to the Department Head or Equivalent for a leave of absence without pay or benefits. Such applications must have a start date and end date that coincide with an academic term, and shall not normally be for a period exceeding one academic year. Extensions of leave up to a further period of one academic year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.

13.2 Sessional Faculty Members on leave shall maintain their rights and length of
service under this Agreement for the duration of the leave. They may arrange to maintain benefits coverage at their own expense. Such leaves must be approved by both the Department and the Faculty, who shall apply their discretion in a reasonable manner.

**Article 14. Expedited Grievance Procedure/Expedited Arbitrator (EA)**

14.1 Issues subject to expedited grievance procedure are (1) any dispute over qualifications to teach a course, (2) any dispute over determination of length of service, (3) any dispute concerning benefits, and (4) any dispute over placement on a salary scale.

14.2 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Associate Vice-President, Human Resources.

14.3 The location of the hearings is to be agreed by the parties.

14.4 The parties will each prepare and submit to the EA a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.

14.5 The parties may make oral submissions, but each party’s submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.

14.6 Prior to rendering a decision, the EA may:

14.6.1 require the production of documents he/she deems relevant to the grievance;

14.6.2 examine any witnesses he/she deems relevant to the grievance;

14.6.3 exercise authority over matters listed in 14.1 of this Agreement;

14.6.4 assist the parties in mediated a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

14.7 The EA shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that he/she considers reasonable, just, and equitable in the circumstances. The decision of the EA shall be final and binding on both parties.
14.8 The decision of the EA may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.

14.9 All decisions of the EA are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

14.10 The EA shall be drawn from a panel of three (3) people whose appointment shall be by agreement of the Faculty Association and the University.

Article 15. Procedures for the Library, Institutes, Schools and Faculties without Formal Departments

15.1 The Library, Institutes and Schools shall follow procedures consistent with those in Departments.

15.2 Faculties not having a formal Departmental organization shall follow similar procedures.

Article 16. Effect of Other Agreements

16.1 Unless otherwise affected by the provisions of this agreement, faculty members appointed on a part-time basis as Librarian, Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position shall be covered by any agreement on Conditions of Appointment in effect for their full-time colleagues, with the exception that any provisions be pro-rated as necessary.

Article 17. Application

17.1 This Agreement applies to Sessional Faculty Members as defined in Article 1.2 who hold appointments on, or who are appointed on or after July 1, 2002.

17.2 Sessional Faculty Members in Distance Education and Technology shall fall under the provisions of this Agreement as provided for in the Memorandum of Agreement effective May 15, 2002 (Appendix --).

17.3 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary
payment each payday. After five (5) consecutive years of full-time equivalent service (see Article 1.4), vacation pay shall be increased to 6% of gross earnings. The salary to be paid and the vacation pay will be shown separately on the letter of appointment.

17.4 Sessional Faculty Members holding less than a 50% appointment will be paid using the same model as Sessional Faculty Members with appointments greater than 50%. The per course payment will be determined by pro-rating the full-time monthly salary for that particular department or faculty.

17.5 Sessional Faculty holding less than a 50% appointment will receive the following benefits:

(a) Employee and Family Assistance Plan

(b) Sick Leave: incidental sick leave up to a maximum of 5 days per 4 month term. Casual absences in which the class/es are covered by another Faculty member or where a class can be rescheduled will not be considered sick leave.

At the option of the employee, Sessional Faculty Members can apply for:

(a) Medical Services Plan and/or Extended Health benefits

(b) Dental plan

The premiums for the Extended Health and/or Dental Plan will be shared 50-50 between the University and the Sessional Faculty Member.

17.6 With the signing of this Agreement, the Parties agree to discontinue the Memorandum How the Agreement on Conditions of Appointment for Sessional and Part-Time Faculty Applies to Members with Less than a 50% Appointment. From this date forward, all provisions of this Agreement shall apply to all members with Sessional appointments, except where limited by the provisions of this Agreement itself.
Article 18. Duration of Agreement

18.1 This agreement will expire on June 30, 2004. Rights acquired by a person under this agreement shall not be affected by the expiry of this agreement.

Dated this ___________________ day of ___________________, 2003.

FOR THE UNIVERSITY: FOR THE FACULTY ASSOCIATION:

__________________________ ______________________________
Martha C. Piper Richard Anstee
President President
SCHEDULE B
Agreement on Conditions of Appointment for Sessional and Part-time Faculty Members

Preamble

A. The University and the Faculty Association recognize the important contribution of Sessional Faculty Members to the University in the achievement of its purposes, and, specifically, its teaching mission.

B. Sessional Faculty Members have a right to fair terms and conditions of employment within the many distinct administrative structures of the University community.

C. The University and the Faculty Association recognize that Sessional Faculty Appointments are determined by institutional realities which affect the availability of Sessional Faculty Appointments.

Article 1. Interpretation

1.1 "Faculty Member" means all persons appointed by the Board of Governors of the University of British Columbia on a full or part-time basis as Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position.

1.2 "Sessional Faculty Member" means a Faculty Member appointed by the Board of Governors to teach credit course(s), Full-Time or Part-Time, or to perform related duties such as course coordination or laboratory supervision, for a period of less than twelve (12) months.

1.3 "Part-time" means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s).

1.4 "Full-time" will be defined Faculty by Faculty, as is given by the current pattern in different types of academic activities, although normally the primary focus is teaching.

1.5 "Teaching Performance" includes performance in all credit courses in which the faculty member is hired to teach.

1.6 The "Bargaining Unit" shall consist of faculty members as defined in section 2.01 of the Agreement on the Framework for Collective Bargaining.
Article 2. Appointment Process

2.1 A description of the appointment process as referred to in Article 9.1 shall be drawn up by each Department. This description will provide for the need to make emergency appointments, and for the need to change appointments by substituting or adding teaching assignments or other duties. This description will be posted in the Department and will be kept on file in the Dean’s Office with a copy to the Faculty Association. A copy of the description shall be given to an applicant who requests it.

2.2 New positions will be posted in Departments for at least two (2) weeks. A copy of all postings shall be sent to the Faculty Association. Vacancies or changes in existing appointments arising as the result of unforeseeable events do not have to be posted.

2.3 The principal duties of an appointee will be set out in writing, e.g., (1) course(s) to be taught; (2) coordination responsibilities; (3) lab responsibilities. If the appointment is part-time, the percentage of that appointment in relation to the duties of a full-time appointment will be clearly stated. Part-time percent shall be calculated as a percentage of full-time employment for the period of the Sessional Faculty Member’s appointment only, that is, not as a fraction of the whole winter session or the full year. Any work required outside the period of appointment will be clearly stated and remuneration for the work will be provided for. If the final exam is scheduled within three (3) days of the end of the appointment or outside the appointment period, an additional $250 shall be paid for marking. A copy of this Agreement shall be supplied to the Sessional Faculty Member with the appointment letter.

2.4 Candidates for initial appointment at the rank of Sessional Lecturer are judged principally on qualifications, performance in teaching, and experience.

Article 3. Reappointment

3.1 As a general principle, Sessional Faculty Members have the right to reappointment in accordance with this Agreement and subject to Article 10.1.

3.2 Candidates for reappointment are judged principally on performance in teaching, based on formal evaluation of their performance in all of the courses taught in the previous twelve (12) months. All such evaluations shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement.
Article 4. Assessment of Length of Service

4.1 Length of service to the University shall be recalculated at the end of every appointment. Length of service to the University includes all credit courses taught. Length of service shall be calculated on the basis set out in the Letter of Agreement dated _____.

4.2 For the purpose of calculating full-time equivalent months of service, each course taught outside of the regular winter session will be given the same weight as it is given when taught during the regular winter session.

4.3 Sessional Faculty Members whose duties fall to less than 50% of a full-time Sessional Faculty Member due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.1(b) or (c)) shall maintain member rights as if holding an appointment at or above 50%, including benefits, for a period of twenty-four (24) months commencing from the date at which the workload fell below 50%.

4.4 Subject to Article 10.7, Sessional Faculty Members who are not offered a further appointment will maintain their accumulated length of service to the University for a period of twenty-four months. The twenty-four (24) month recall period will be extended only by the period of maternity leave or certified illness. During that period the University must post position(s)/course(s) that come available and provide copies to the Faculty Association. Other factors being relatively equal, length of service shall be the determining factor in assigning the position(s)/course(s).

4.5 The University shall provide a Sessional Faculty Member with an updated report of his/her accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.

Article 5. Continuing Appointments

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(b) The Sessional Faculty Member's Continuing Appointment is effective on the completion of 36 months of full-time equivalent service.

(c) The University shall extend the periods in paragraphs (a) and (b) to
accommodate maternity leaves. The parties will resolve individual cases of temporary, emotional, or physical incapacity in accordance with the usual practice.

5.2  [Changes requested not made] A Sessional Faculty Member with a Continuing Appointment has a right to:

(a) reappointment for a period of time equal to the same length of time and on the same basis, full or part-time, as the appointment he or she held in the winter session of the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.1; and

(b) assignment to a course load in any academic year at least equal to the percentage of full time equivalent upon which his or her Continuing Appointment is based, subject to Articles 6.1 and 10.1.

This Article does not preclude the University from changing course assignments or other duties, or the terms in which teaching is assigned. Any increases in workload shall be subject to Article 2.3 of this agreement.

5.3 Notwithstanding Article 5.2(a), where a Sessional Faculty Member’s course assignment at the time he or she achieves a Continuing Appointment is greater than a ten percent decrease from his or her average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.

5.4 If, in any year, due to Articles 10.1(b) or (c), the University assigns a Sessional Faculty Member with a Continuing Appointment to a course load less than the level to which he or she is entitled pursuant to Article 5.2(b) then his or her course load entitlement in the following year shall not be affected.

5.5 A Sessional Faculty Member with a Continuing Appointment may, from time to time, have additional course assignments but such additional course assignments shall not affect the nature of the Continuing Appointment.

5.6  [Changes requested not made] Notwithstanding the provisions of Article 5, a review of each Continuing Appointment shall be conducted every three (3) years. The purpose of the review is to determine whether, on the basis of an emerging pattern of course assignment, the percentage of time of the Continuing Appointment should be increased or decreased.

Article 6. Assignments
6.1 In making Sessional course assignments, the University shall consider qualifications to perform the required work, quality and effectiveness of work performed and length of service. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. Length of service shall be the determining factor only where the other factors are relatively equal.

6.2 Subject to Article 6.1, the University shall distribute available course assignments to Sessional Faculty Members with Continuing Appointments:

(a) in accordance with their individual entitlement as determined by either Article 5.2 (b), and

(b) in priority to other Sessional Faculty Members.

6.3 In any circumstance in which a Sessional Faculty Member with a greater than 50% appointment is a candidate for consideration for a course assignment, or is one of a number of candidates, some of whom have less than a 50% appointment, the consultation process set out in Article 9 shall apply. The consultation process set out in Article 9 shall not apply when all of the candidates for consideration have less than a 50% appointment.

6.4 Sessional Faculty Members with less than full time appointments may apply for additional course assignments as they become available and they will receive first consideration for such teaching course assignments subject to the criteria in Article 6.1.

6.5 Departments shall include Sessional Faculty members with Continuing Appointments in existing departmental processes used to determine course loads and course assignments for the upcoming academic year in the same way and at the same time as tenured and tenure-track faculty are included in those processes. The Department Head has discretion in making course assignments.

Article 7. Evaluation of Initial Appointment

7.1 (a) If, during a Sessional Faculty Member's initial appointment serious concerns are raised with respect to his or her teaching performance the Department Head, or Delegate, shall within 30 days from the date the concern was raised investigate the concerns and may make recommendations for remediation and reassessment.

(b) If the Department Head or Delegate makes recommendations for remediation
and reassessment, the Department Head shall re-evaluate the Sessional Faculty Member within 30 days of the making of the recommendation, and in his or her discretion, may decide whether or not to reappoint the Sessional Faculty Member.

(c) If, upon the completion of the investigation, the Department Head or Delegate does not make recommendations for remediation and reassessment, the Department Head, in his or her discretion, shall determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concern was raised.

7.2 (a) If within 30 days of the completion of a Sessional Faculty Member’s initial appointment, serious concerns are raised with respect to his or her teaching performance, the Department Head, or delegate, shall investigate the concerns.

(b) Upon the completion of the investigation in paragraph (a), the Department Head, in his or her discretion shall, determine whether or not to reappoint the Sessional Faculty Member, and shall so decide within 30 days from the date the concerns were raised.

7.3 In exercising his or her discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as he or she considers helpful.

**Article 8. Performance Evaluation**

8.1 The performance of a Sessional Faculty Member must be evaluated on a regular basis.

8.2 An individual’s entire performance of assignment duties as per Article 2.3 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the instructor, as indicated by command over subject matter, familiarity with recent developments in the field, preparedness, presentation, accessibility to students and influence on the intellectual and scholarly development of students. The methods of teaching evaluation may vary; they may include student opinion, assessment by Faculty, including other Sessional Faculty Members, of performance in University lectures, course material and examinations, and other relevant considerations. When the opinions of students or of colleagues are sought, this shall be done through formal procedures. Decisions not to reappoint a Sessional Faculty Member cannot be based exclusively on student evaluations.
8.3 In all cases of evaluation of performance, appointment or reappointment, judgements of an individual shall be made objectively.

8.4 [Change requested not made] Following evaluation of a Sessional Faculty Member's initial appointment, the Department shall continue to evaluate him or her on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.

8.5 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Faculty Member, meet with him/her. The Department Head shall determine whether performance is of a sufficiently high standard to warrant reappointment.

Article 9. Consultation Process at the Departmental Level Regarding Appointment and Reappointment

9.1 The Department Head shall consult formally at meetings convened for that purpose with eligible members of the Department in order to ascertain their views and to obtain their recommendation concerning the appointment of all Sessional Faculty and the reappointment of Sessional Faculty with appointments of at least 50 % of full time.

9.2 Consultation shall be achieved through standing committees. Each committee shall be a sub-committee consisting of not less than 3 members of the Department’s Promotion and Tenure Committee. Representation from Sessional Faculty may be added to these committees. The participation of Sessional Faculty in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures as it has established and may determine. Nothing in this agreement precludes or entitles this participation other than as set out in Article 6.5.

9.3 Consultation shall be conducted according to procedures agreed upon between the Head and the members of the Department and approved by the Dean. The Head shall ensure that each Sessional Faculty Member with a Sessional Appointment in the Department is informed of the agreed procedures. The Dean shall collect and maintain an open file of all such procedures, with a copy to the Faculty Association.

9.4 Consultation shall include consideration of all relevant information, including any relevant information submitted by the candidate, at formal meetings. The recommendation of the Departmental Standing Committee shall be that of the
majority.

9.5 Decisions made by the Department Heads, in consultation with the Departmental Standing Committee, shall be communicated to the candidate in a timely fashion.

Article 10. Non-Renewal of Appointment

10.1 The only reasons for non-renewal of appointment of a Sessional Faculty Member shall be (a) teaching performance; or (b) lack of funding; or (c) discontinuance or non-scheduling of course or section of a course; or (d) for just cause as is generally recognized at law.

10.2 Where a Sessional Faculty Member is not reappointed due to unsatisfactory performance, the Department will immediately notify him/her of that fact in writing, with a copy to the Faculty Association. Any denial of reappointment shall be accompanied by full reasons for the denial, demonstrating that the applicable criteria were properly considered.

10.3 A Sessional Faculty Member, following such notification, may request a meeting with the Department Head to discuss the reasons for the decision and to place additional information before the Head. Such a meeting will be held within seven (7) working days of the request. The Sessional Faculty Member is entitled to Faculty Association representation at that meeting if he/she wishes.

10.4 If a Sessional Faculty Member wishes to file a grievance, the appropriate procedures, as set out in Article 18 of the Framework Agreement shall be followed, commencing at the level outlined in Article 18.04. Where the Parties mutually agree, grievances under this Article may be submitted directly to Expedited Arbitration under Article 14.

10.5 A Sessional Faculty Member whose sessional appointment is not to be renewed shall be given at least one month’s notice and shall fall under the provisions of Article 4.4. A Sessional Faculty Member whose assigned course is discontinued or cancelled shall be given at least one month’s notice or the sum of $300.

10.6 Notice of termination will not accompany the letter of appointment.

10.7 A Sessional Faculty Member with a Continuing Appointment whose appointment is not to be renewed as per Article 10.1 (b) or (c) shall, at his or her election, retain the right to recall as outlined in Article 4.4, or receive a payment based on one (1) month’s salary for each year of full-time equivalent service.
Article 11. Termination of Sessional Appointments

11.1 A Sessional Faculty Member may only be terminated for just and reasonable cause (see Article 10, Agreement on Conditions of Appointment for Faculty).

Article 12. Eligibility for Other Appointments

12.1 A Sessional Faculty Member may present his or her credentials to the Department Head at any time for consideration for appointment to a 12-month Lecturer position.

12.2 (a) In any circumstance in which the opportunity exists to create an additional 12 month lecturer position, or a vacancy in such a position arises, existing departmental Sessional Faculty Member shall be given notice and an opportunity to apply for the position.

(b) The Department head has the discretion, exercisable at any time in the process, as to whether the appointment shall be made from those candidates who apply internally, or whether the position is to be posed to invite application by, and consideration of, external candidates (and in the event of a posting, the factors considered shall be applied on the same basis as set out in article 12.3).

12.3 Sessional Faculty Members with Continuing Appointments may, on application, be considered for any other appointments which may be made from time to time. In applying for positions at the rank of Instructor, the Sessional Faculty Member’s qualifications, demonstrated performance and length of service will be considered. Length of service shall be the determining factor in these appointments only where other factors are relatively equal.

Article 13. Leave of Absence Without Pay or Benefits

13.1 A Sessional Faculty Member with a Continuing Appointment may apply in writing to the Department Head or Equivalent for a leave of absence without pay or benefits. Such applications must have a start date and end date that coincide with an academic term, and shall not normally be for a period exceeding one academic year. Extensions of leave up to a further period of one academic year may be applied for in writing within a reasonable period of time prior to the expiry of the initial leave.
13.2 Sessional Faculty Members on leave shall maintain their rights and length of service under this Agreement for the duration of the leave. They may arrange to maintain benefits coverage at their own expense. Such leaves must be approved by both the Department and the Faculty, who shall apply their discretion in a reasonable manner.

Article 14. Expedited Grievance Procedure/Expedited Arbitrator (EA)

14.1 Issues subject to expedited grievance procedure are (1) any dispute over qualifications to teach a course, (2) any dispute over determination of length of service, (3) any dispute concerning benefits, and (4) any dispute over placement on a salary scale.

14.2 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Associate Vice-President, Human Resources.

14.3 The location of the hearings is to be agreed by the parties.

14.4 The parties will each prepare and submit to the EA a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.

14.5 The parties may make oral submissions, but each party’s submission shall be limited to 30 minutes. The parties agree to make limited use of authorities during their oral submissions.

14.6 Prior to rendering a decision, the EA may:

14.6.1 require the production of documents he/she deems relevant to the grievance;

14.6.2 examine any witnesses he/she deems relevant to the grievance;

14.6.3 exercise authority over matters listed in 14.1 of this Agreement;

14.6.4 assist the parties in mediating a resolution to the grievance. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

14.7 The EA shall render a decision by selecting either of the proposed resolutions submitted by the parties, or by fashioning a resolution that he/she considers reasonable, just, and equitable in the circumstances. The decision of the EA shall be final and binding on both parties.
14.8 The decision of the EA may be rendered orally at the conclusion of the hearing or in writing within two (2) working days of the hearing. Any written decision shall be limited to two (2) pages.

14.9 All decisions of the EA are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

14.10 The EA shall be drawn from a panel of three (3) people whose appointment shall be by agreement of the Faculty Association and the University.

**Article 15. Procedures for the Library, Institutes, Schools and Faculties without Formal Departments**

15.1 The Library, Institutes and Schools shall follow procedures consistent with those in Departments.

15.2 Faculties not having a formal Departmental organization shall follow similar procedures.

**Article 16. Effect of Other Agreements**

16.1 Unless otherwise affected by the provisions of this agreement, faculty members appointed on a part-time basis as Librarian, Instructor, Senior Instructor, Lecturer, Assistant Professor, Associate Professor, Professor or equivalent position shall be covered by any agreement on Conditions of Appointment in effect for their full-time colleagues, with the exception that any provisions be pro-rated as necessary.

**Article 17. Application**

17.1 This Agreement applies to Sessional Faculty Members as defined in Article 1.2 who hold appointments on, or who are appointed on or after July 1, 2002.

17.2 Sessional Faculty Members in Distance Education and Technology shall fall under the provisions of this Agreement as provided for in the Memorandum of Agreement effective May 15, 2002 (Appendix --).

17.3 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary
payment each payday. After five (5) consecutive years of full-time equivalent service (see Article 1.4), vacation pay shall be increased to 6% of gross earnings. The salary to be paid and the vacation pay will be shown separately on the letter of appointment.

17.4 Sessional Faculty Members holding less than a 50% appointment will be paid using the same model as Sessional Faculty Members with appointments greater than 50%. The per course payment will be determined by pro-rating the full-time monthly salary for that particular department or faculty.

17.5 Sessional Faculty holding less than a 50% appointment will receive the following benefits:

(a) Employee and Family Assistance Plan

(b) Sick Leave: incidental sick leave up to a maximum of 5 days per 4 month term. Casual absences in which the class/es are covered by another Faculty member or where a class can be rescheduled will not be considered sick leave.

At the option of the employee, Sessional Faculty Members can apply for:

(a) Medical Services Plan and/or Extended Health benefits

(b) Dental plan

The premiums for the Extended Health and/or Dental Plan will be shared 50-50 between the University and the Sessional Faculty Member.

17.6 With the signing of this Agreement, the Parties agree to discontinue the Memorandum How the Agreement on Conditions of Appointment for Sessional and Part-Time Faculty Applies to Members with Less than a 50% Appointment. From this date forward, all provisions of this Agreement shall apply to all members with Sessional appointments, except where limited by the provisions of this Agreement itself.
Article 18. Duration of Agreement

18.1 This agreement will expire on June 30, 2004. Rights acquired by a person under this agreement shall not be affected by the expiry of this agreement.

Dated this __________ day of __________, 2003.

FOR THE UNIVERSITY:          FOR THE FACULTY ASSOCIATION:

Martha C. Piper               Richard Anstee
President                     President