

PART 7: CONDITIONS OF APPOINTMENT FOR SESSIONAL LECTURERS

Preamble

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.

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

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

For the purposes of Part 7: *Conditions of Appointment for Sessional Lecturers*:

- 1.01 “Sessional Lecturers” means faculty members 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;
- 1.02 “Part-time” means an appointment where the duties of the appointee are less than full-time, including teaching any credit course(s);
- 1.03 “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;
- 1.04 “Teaching performance” includes performance in all credit courses in which the Sessional Lecturer is hired to teach;
- 1.05 “Externals” means a person who is appointed by the Board of Governors to teach credit course(s) who is not a member of the faculty bargaining unit, such as Adjuncts, Teaching Postdoctoral Fellows, and Visiting Appointees; and
- 1.06 An “Applicant” is a person who applies to teach a credit course and if successful will become a Sessional Lecturer.

Article 2. Appointment Process

- 2.01 A description of the appointment process as referred to in Article 9 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.

- 2.02 Courses will be posted electronically by 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.
- 2.03 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 Lecturer's appointment only, that is, not as a fraction of the whole winter session or the full year.
- 2.04 Any work required outside the period of appointment will be clearly stated in the appointment letter 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.
- 2.05 An electronic copy of this Part of the Collective Agreement shall be supplied to the Sessional Lecturer with the appointment letter.
- 2.06 Candidates for initial appointment at the rank of Sessional Lecturer are judged principally on qualifications, performance in teaching, and experience.

Article 3. Reappointment

- 3.01 As a general principle, Sessional Lecturers have the right to reappointment.
 - a) Non-continuing Sessional Lecturers have a reappointment right to one course in the subsequent academic year (from July 1 to June 30) if a course they are qualified to teach is offered and they have applied to teach the course and subject to Article 10.01. A Sessional Lecturer may be assigned more than one course per academic year; however, they do not acquire any priority claim or right to a course load based on such additional course assignments or based on what was assigned in any

previous year. The right to reappointment is unchanged throughout the academic year. It is the right to teach one course per academic year whether the course assignment is in the winter session or the summer session.

- b) Continuing Sessional Lecturers have a reappointment right which is accompanied by the right to an assignment consistent with their individual course load entitlement as established under Article 5.02, so long as they have the necessary qualifications to teach the courses offered and they have submitted an expression of interest in teaching courses in the Department.
- 3.02 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.

Article 4. Assessment of Length of Service

- 4.01 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 Understanding re Calculation of Length of Service*, defined as the cumulative number of credits taught.
- 4.02 Sessional Lecturers whose duties fall to less than 50% of a full-time Sessional Lecturer due to lack of funding or non-scheduling or cancellation of a course or section offering (as per 10.01(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%.
- 4.03 Subject to Article 10.06, Sessional Lecturers who are not offered a further appointment will maintain their cumulative number of credits taught for a period of twenty-four months from the end of their last appointment. 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, cumulative number of credits taught shall be the determining factor in assigning the position(s)/ course(s).

- 4.04 The University shall provide a Sessional Lecturer with an updated report of their accumulated service to the University at the beginning of each appointment, with a copy to the Faculty Association.
- 4.05 Sessional Lecturers who decline an offer that meets the reappointment right in Article 3.01 will be deemed to have resigned and will not maintain recall rights or a further right to reappointment.

Article 5. Continuing Appointments

- 5.01 a) When a Sessional Lecturer's appointments cumulatively equal three (3) years of full-time equivalent service over a period of six (6) or fewer consecutive academic years (July to June) as outlined in Appendix A, they are a Continuing Sessional Lecturer.
- b) The Sessional Lecturer's Continuing Appointment is effective on the completion of the relevant number of credits taught as outlined in Appendix A.
- 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.
- 5.02 A Continuing Sessional Lecturer 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 they held in the winter session of the academic year (July to June) in which the Continuing Appointment becomes effective, subject to Article 10.01; and
- b) assignment to a course load in any academic year at least equal to the number of credits taught during the appointment upon which their Continuing Appointment is based, subject to Articles 6.02 and 10.01.

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 2.03 of this Agreement.

- 5.03 By implication of Article 5.02a) the individual course load entitlement of a Continuing Sessional Lecturer should be received during the winter session. If it is, the Continuing Sessional Lecturer is not entitled to appointment or any course load or course assignment in the summer session. If the individual course load entitlement is not received in the winter, the Continuing Sessional

Lecturer is entitled to appointment in the summer session and to be assigned courses in priority over other Sessional Lecturers to the extent necessary to ensure the individual course load entitlement is received during the academic year. In both cases, they may be assigned additional courses in the summer session as per Article 5.06.

- 5.04 Notwithstanding Article 5.02(a), where a Sessional Lecturer's course assignment at the time they achieve a Continuing Appointment is greater than a ten percent decrease from their average course assignment in the preceding two years, the University shall calculate the Continuing Appointment on the basis of that average.
- 5.05 If, in any year, due to Articles 10.01(b) or (c), the University assigns a Continuing Sessional Lecturer to a course load less than the level to which they are entitled pursuant to Article 5.02(b) then their course load entitlement in the following year shall not be affected.
- 5.06 A Continuing Sessional Lecturer may, from time to time, have additional course assignments, but such additional course assignments shall not affect the nature of the Continuing Appointment.
- 5.07 Notwithstanding the provisions of Article 5.06, 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

- 6.01 Departments shall include Continuing Sessional 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 and Lecturers are included in those processes. The Department Head has discretion in making course assignments.
- 6.02 In making course assignments, the Head will first assign courses to tenured and tenure stream faculty members and then to Lecturers. The Head then assigns courses to Continuing Sessional Lecturers to meet their individual course load entitlements. The Head will then allocate remaining courses to either a pool of courses for assignment to Sessional Lecturers or a pool of courses for

assignment to Externals, established pursuant to Article 6.07

- 6.03 In making sessional course assignments, the University shall consider qualifications to perform the required work, quality and effectiveness of work performed and the cumulative number of credits taught. All evaluations of work performed shall be consistent with the criteria and procedures outlined in Articles 7 and 8 of this Agreement. The cumulative number of credits taught shall be the determining factor only where the other factors are relatively equal.
- 6.04 Subject to Article 6.03, the University shall distribute available course assignments to Continuing Sessional Lecturers:
- a) in accordance with their individual entitlement as determined by Article 5.02 (b), and
 - b) in priority to other Sessional Lecturers to the extent necessary to provide Continuing Sessional Lecturers with their individual course load entitlement.
- 6.05 A Sessional Lecturer's right to reappointment as outlined in Article 3.01 must be satisfied before any applicant is appointed and assigned a course from the pool designated for Sessional Lecturers in any academic year. The University may then appoint an Applicant as a Sessional Lecturer in accordance with the criteria in 2.06 with an assignment to teach one course without applying Article 6.03 Any courses which then remain in the pool of courses for assignment to Sessional Lecturers will be assigned to either Sessional Lecturers with less than a full-time course load or applicants in accordance with the above criteria in 6.03. If no Sessional Lecturer in the Department and no applicant is qualified to teach a course in the sessional course pool, the course may be assigned to an External.
- 6.06 In any circumstance in which a Sessional Lecturer 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.
- 6.07 The Head will allocate, in their sole discretion, courses to the Sessional Lecturer pool or to the External pool, and in doing so must apply their policies fairly, and not in an unreasonable, discriminatory or arbitrary manner. There is no obligation on the part of the

University to assign all work that could be performed by Sessional Lecturers to bargaining unit members.

- 6.08 The University shall, on request by the Faculty Association, provide a written explanation if one or more Sessional Lecturers do not receive their assignment of one course in accordance with their right of reappointment. If the Association is not satisfied with the University's explanation, it may grieve on the ground(s) that the University did not meet either or both of its obligations to:
- a) Act in good faith so as to respect the integrity of the Faculty Association's bargaining unit; and
 - b) Apply its policies fairly, and not in an unreasonable, discriminatory, or arbitrary manner.
- 6.09 In the event that courses become available after the initial course assignments within a Department have been made, for reasons such as previously unscheduled leaves of absences, the addition of course sections, rearrangement of schedules or teaching assignments within a Department, Sessional Lecturers with less than full-time appointments within the Department will be notified of these course offerings and have first priority to such courses, subject to the criteria in Article 6.03.

Article 7. Evaluation of Initial Appointment

- 7.01
- a) If, during a Sessional Lecturer's initial appointment, serious concerns are raised with respect to their 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 Lecturer within 30 days of the making of the recommendation, and in their discretion, may decide whether or not to reappoint the Sessional Lecturer.
 - 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 their discretion, shall determine whether or not to reappoint the Sessional Lecturer, and shall so decide within 30 days from the date the concern was raised.
- 7.02
- a) If within 30 days of the completion of a Sessional Lecturer's initial appointment, serious concerns are raised with respect to

their 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 their discretion, shall determine whether or not to reappoint the Sessional Lecturer, and shall so decide within 30 days from the date the concerns were raised.
- 7.03 In exercising their discretion as contemplated within this paragraph, the Department Head or Delegate may consult and carry out such evaluation activities as they consider helpful.

Article 8. Performance Evaluation

- 8.01 The performance of a Sessional Lecturer must be evaluated on a regular basis.
- 8.02 An individual's entire performance of assignment duties as per Article 2.03 shall be assessed. Evaluation of teaching shall be based on the effectiveness rather than the popularity of the Sessional Lecturer, 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 Lecturers, 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 Lecturer cannot be based exclusively on student evaluations.
- 8.03 In all cases of evaluation of performance, appointment or reappointment, judgments of an individual shall be made objectively.
- 8.04 Following evaluation of a Sessional Lecturer's initial appointment, the Department shall continue to evaluate them on a regular basis, using the procedures for evaluation of Faculty teaching which prevail in the Department in question.
- 8.05 The Department Head shall review all of the teaching evaluations on an annual basis, and at the request of the Sessional Lecturer, meet with them. 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

- 9.01 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 Lecturers and the reappointment of Sessional Lecturers with appointments of at least 50% of full-time.
- 9.02 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 Lecturers may be added to these committees. The participation of Sessional Lecturers in the affairs and activities of the Department is solely within the prerogative of the Department and the practices and procedures it has established and may determine. Nothing in this Agreement precludes or entitles this participation other than as set out in Article 6.01.
- 9.03 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 Lecturer 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.
- 9.04 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.
- 9.05 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

- 10.01 The only reasons for non-renewal of appointment of a Sessional Lecturer shall be (a) teaching performance; or (b) lack of funding; or (c) discontinuance or non-scheduling of a course or section of a course; or (d) for just cause as is generally recognized at law.
- 10.02 Where a Sessional Lecturer is not reappointed due to unsatisfactory

performance, the Department will immediately notify them 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.

- 10.03 A Sessional Lecturer, 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 Lecturer is entitled to Faculty Association representation at that meeting if they wish.
- 10.04 A Sessional Lecturer 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 4.03. A Sessional Lecturer whose assigned course is discontinued or cancelled shall be given at least one month's notice or the sum of \$300.
- 10.05 Notice of non-renewal will not accompany the letter of appointment.
- 10.06 A Sessional Lecturer with a Continuing Appointment whose appointment is not to be renewed as per Article 10.01 (b) or (c) shall, at their election, retain the right to recall as outlined in Article 4.03, 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

- 11.01 A Sessional Lecturer may only be terminated for just and reasonable cause (see Article 10, in Part 4: *Conditions of Appointment for Faculty*).

Article 12. Eligibility for Other Appointments

- 12.01 a) In any circumstance in which the opportunity exists to create an additional Lecturer position, or a vacancy in such a position arises, existing departmental Sessional Lecturers 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 posted 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 12.02).

- 12.02 In applying for positions at the rank of Lecturer, the Sessional Lecturer's qualifications, demonstrated performance and length of service will be considered. Cumulative number of credits taught shall be the determining factor in these appointments only where other factors are relatively equal.

Article 13. Leave of Absence Without Pay or Benefits

- 13.01 A Sessional Lecturer 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.
- 13.02 Sessional Lecturers on leave shall maintain their rights and cumulative number of credits taught 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 Arbitration

- 14.01 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.
- 14.02 Grievance hearings shall be scheduled within two (2) weeks of the notification to the Director of Faculty Relations or Human Resources (or designate).
- 14.03 The location of the hearings is to be agreed by the Parties.
- 14.04 The Parties will each prepare and submit to the Arbitrator a two (2) page summary of the facts, issues in dispute and proposed resolution of the grievance.
- 14.05 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.
- 14.06 Prior to rendering a decision, the Arbitrator may:

- a) require the production of documents they deem relevant to the grievance;
 - b) examine any witnesses they deem relevant to the grievance;
 - c) exercise authority over matters listed in 14.01 of this Agreement;
 - d) 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.
- 14.07 The Arbitrator shall render a decision by selecting either of the proposed resolutions submitted by the Parties, or by fashioning a resolution that they consider reasonable, just, and equitable in the circumstances. The decision of the Arbitrator shall be final and binding on both Parties.
- 14.08 The decision of the Arbitrator 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.
- 14.09 All decisions of the Arbitrator 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 Arbitrator 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 Institutes, Schools and Faculties without Formal Departments

- 15.01 Institutes and similar Academic Units shall follow the procedures consistent with those for Departments.
- 15.02 Schools and similar Academic Units shall follow the procedures consistent with those for Departments or Faculties, depending on what is appropriate in the circumstance.
- 15.03 Faculties not having a formal Departmental organization shall follow similar procedures.

Article 16. Vacation and Benefits

16.01 Vacation pay will be paid at 4% of gross earnings and will be paid with the salary payment each payday. After five (5) consecutive academic years during which the sessional has employment for part of each of those years, 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.

16.02 Sessional Lecturers holding less than a 50% appointment will receive the following benefits:

- a) Employee and Family Assistance Plan; and
- b) Paid Leave up to a combined maximum of 5 days per four month term for either of the following circumstances:
 - i) Sick Leave: incidental sick leave and,
 - ii) Bereavement Leave: Upon notification to the Sessional Lecturer's Head, the Sessional Lecturer shall be granted time off without deduction of pay on the death of the Sessional Lecturer's family member. "Family member " means immediate family, relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship or a like family member. For Indigenous Sessional Lecturers, such leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the Sessional Lecturer considers a close family member consistent with the cultural norms of their community (e.g. aunt, uncle).
 - iii) Casual absences in which the class/es are covered by another Faculty Member or where a class can be rescheduled will not be considered leave.

At the option of the employee, Sessional Lecturers holding less than a 50% appointment can apply for:

- c) Medical Services Plan and/ or Extended Health benefits; and
- d) Dental Plan.

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

APPENDIX A

**LETTER OF UNDERSTANDING
BETWEEN
THE UNIVERSITY OF BRITISH COLUMBIA
AND
FACULTY ASSOCIATION OF
THE UNIVERSITY OF BRITISH COLUMBIA**

Agreement on Conditions of Appointment for Sessional Lecturers

Calculation of Length of Service

The number of credits being taught by a Sessional Lecturer is compared to the “full-time load” in each Faculty to determine the total cumulative number of credits taught that equal one year of full-time equivalent service. The following full-time loads:

Full-time load per academic term	Cumulative number of credits taught equal to one year of full-time equivalent service	Cumulative number of credits taught to achieve a continuing appointment
6 credits	18	54
9 credits	27	81
12 credits	36	108
15 credits	45	135

Effective July 1, 2023, only the 9 and 12 credit models will be utilized.

For Sessional Lecturers with appointments in more than one Faculty, the calculation will be made based on the rate of the Faculty in which they are teaching the majority of credits in that academic year