



UNIVERSITY OF REGINA
FACULTY ASSOCIATION

**Collective Agreement 2017-2021 Information Sheet
University of Regina Academic Sessionals**

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The following sheet provides U of R Academic sessional members with information on changes made to the collective agreement during the last round of negotiations. It also highlights important sections of the collective agreement that you should be aware of.

Please note that this document is for information purposes only. Should any conflict arise, the 2017-2021 University of Regina Academic Staff Member Collective Agreement shall be the final authority. For full language on each article, appendix, or MOA, please consult the collective agreement.

As always, if you have any questions you may contact URFA at any time at urfa@uregina.ca or by calling 306-585-4378.

Article 16.1.5 Definition and Duties of a Sessional

What is the definition of, and what are the duties of a sessional?

According to the collective agreement, the duties of a sessional are teaching and/or related duties as specified in their appointment letter, typically for a single semester. In some cases, the work of sessionals may include the task of developing, or making major revisions to, an online course.

What are the Sessional Lecturer ranks?

Sessional Lecturer I: The academic staff member possesses a Bachelor's degree or equivalent relevant professional experience.

Sessional Lecturer II: The academic staff member possesses a Master's degree, or possesses a four-year Bachelor's degree or equivalent and has taught 12 three credit hour courses or equivalent.

Sessional Lecturer III: The academic staff member possesses a Ph.D. or equivalent, or possesses a Master's degree and has taught 15 three credit hour courses or equivalent.

Sessional Lecturer IV: The academic staff member qualifies as a Sessional Lecturer II or III and has achieved priority status by teaching 25 courses or the equivalent hours within five years.

Article 21-Grievance Procedures

What is a grievance?

A grievance is a complaint made in writing by URFA to the employer. The grievance procedure is an agreed upon process between members and the employer that is outlined in your collective agreement to deal with disputes and complaints.

How does the grievance process work?

Should any dispute or difference arise between the University and any of its members concerning the meaning, interpretation, application, or alleged violation of the terms of the collective agreement, the difference shall be settled first by an informal discussion, where the parties make reasonable attempts to settle the dispute.

The Faculty Association and members of the University Administration may meet to discuss the dispute or an academic staff member may present a verbal complaint to the head of the academic unit or to the Dean as soon as the grounds for the complaint are known.

If the dispute or difference cannot be settled informally, either party may, within 30 calendar days of the incident present a formal written grievance to the other party. In unusual circumstances, where the grievor could not reasonably have been expected to have learned of the incident, these time requirements shall be waived.

If the Dean does not render a written response within the time limit, or if the response is unsatisfactory, the Faculty Association may submit the grievance to the Associate Vice-President (Human Resources).

In the event that any grievance has not been settled through the procedure outlined above, the grievance may proceed to a second stage or ultimately proceed to an arbitration board.

Why it is important to discuss potential grievances with URFA?

It is important that you make URFA aware of any potential grievances so that URFA can recognize any patterns and trends in your workplace that could be a policy grievance, or that may need to be resolved through future negotiations.

If you have any questions about the grievance process, or have an issue or dispute you believe is a grievance, contact URFA and a Member Services Officer will be assigned to assist you. URFA will always maintain your confidentiality and does not take any action without your explicit direction, and will never make any decisions on your behalf without your consent.

Article 13.7-Preference and Priority

What is preference and priority?

The University shall give **preference** in sessional lecturer contracts to individuals who have completed at least five contracts in total, in at least three distinct semesters, in the past three years.

The University shall give **priority** status in sessional contracts to individuals who have completed 25 or more sessional lecturer contracts (2,500 hours for ESL or La Cité) in the past five years.

Can members have preference and priority in more than one faculty or unit?

Members shall have preference and priority only in one faculty or equivalent unit at a time; and the above eligibility criteria must have been met within that unit alone. If a member is eligible for preference and priority within multiple units, the member shall choose to which unit their preference and priority shall apply.

Article 12.2.1-Sessional Course Postings

When are the courses posted for those with priority status?

Sessional lecturers with priority status shall be considered for courses in advance of postings. Sessionals with priority status shall be notified of available sessional contracts at least three weeks prior to the posting deadline (the posting deadline is two months before the beginning of the semester to which they apply). Sessionals with priority status will have two weeks to respond indicating their interest in specific courses. The sessional's written response shall be considered an application and their expression of interest to teach those specific courses.

What if more than one applicant has the same preferential/priority status?

When more than one applicant for a sessional posting holds the same status, the contract shall be offered to the candidate who is most qualified for the position in accordance with Article 12.2.1. In cases where two or more candidates are equally qualified, a decision will be guided by the formal written procedures established in Article 12.2.1 and the principles in Article 3.

Sessionals may hold preference and priority status to a maximum of four contracts.

How long do I maintain priority or preferential status?

Members shall maintain their priority or preferential status for a period of up to two years from the time of their last sessional appointment at the University.

What if courses are deemed sessional postings after the initial email for priority contracts has gone out. Do they email priority sessionals again?

URFA's position is that sessionals holding priority are to receive first consideration for these courses.

I don't have priority. What about the courses unfilled by priority candidates?

For sessional credit courses not filled by priority candidates, web advertisements shall be posted at least two months before the beginning of the semester to which they apply. All web advertisements shall be posted on the first business day of the month for a minimum of two weeks. Sessionals with preference but not priority may claim said preference for a maximum of four courses per semester.

What if an assigned course is cancelled?

If a course assigned on the basis of priority or preference is cancelled, the member may claim priority or preference for another course that has not already been assigned. In the event that no such course is available for the member to claim, and the member has no other current appointment, then the member's

priority or preferential status shall be extended for an additional four months.

How do I find out about postings for sessional contracts?

The University is establishing an electronic distribution list available to individuals wishing to be notified of postings for sessional contracts on the Human Resources careers web page.

Article 12.3 and Article 13.6-Sessional Course Appointments

What are the procedures for appointment?

All academic units shall have formal written procedures for making recommendations for, and appointments of, sessionals that at a minimum stipulate what role the unit will assign to educational credentials, teaching experience, and professional or other experience in assessing applications. A copy of the procedures shall be provided to the Faculty Association and, upon request, to anyone applying for a sessional position in the academic unit.

Sessional appointment letters shall also indicate the start and termination dates of the appointment and stipulate that the University acknowledges that sessionals may have preparatory work to do before the start date and sometimes may have to deal with grading tasks after the termination date. The letter shall also state that sessional lecturers are not required to respond to inquiries from students or the academic unit after the final grades have been approved by the Dean or equivalent, provided they have ensured that the academic unit is in possession of all materials needed to process any formal grade appeals and deferred exams.

Article 30 MOA on Sessional Course Developers; Online Courses

What is the stipend for sessional course developers?

Sessional course developers will be appointed in acc-

cordance with Article 12 and shall receive a stipend of \$9,000 (which includes 6% in lieu of benefits. Stipends are not eligible for pension contributions). The appointment for teaching the first offering of the course shall go to the sessional course developer who originally developed the course (or if the course was developed by more than one sessional course developer, to one of the sessional course developers who developed it).

What if significant further changes to the course are needed?

Should significant further changes be required, the sessional course developer shall be appointed for the second offering of the course. Compensation for major revisions shall be a minimum of 60% of the course development rate.

Should the sessional course developer be unavailable or decline to teach the course, the appointment shall be made in accordance with Article 12.

How will I know about new postings for sessional course development?

The University is establishing an electronic distribution list on the Human Resources careers page available to individuals wishing to be notified of sessional postings, which will include contracts for sessional course development.

Article 17.23-Performance Review

New in the 2017-2021 collective agreement is a performance review process specific to sessionals.

How does the performance review process work?

As per Article 17.23, performance reviews may be initiated by a sessional lecturer or the department head or equivalent. A sessional shall at minimum be reviewed upon achieving preference and then upon achieving priority; the reviews will be conducted by the department head or equivalent of the unit for which the sessional lecturer has received the most contracts. The department head or equivalent shall meet with the

sessional within 30 days above to discuss the review, identify areas of strength and/or plans for development, and, if necessary, make recommendations that will assist the member to improve performance.

The sessional has the right to be accompanied by an academic staff member or Faculty Association representative.

How are student evaluations included in the review process?

A performance review for sessional lecturers shall include student evaluations in accordance with Article 17.18* and a review of instructional and student assessment materials. The review may include the report of an in class assessment (if performed) and a teaching dossier. A request to include such material shall not be unreasonably denied.

*As per article 17.18, anonymous student comments gathered in the course/instructor evaluation process shall not be included in the aggregated or summarized forms. It is the member's choice to provide students' comments, but if they choose to do so, they must provide the complete set of students' comments from the course.

A sessional member who does not wish to use the form that is in current use may make a written proposal to the Dean suggesting an alternative method of student course/instructor evaluation.

I've already qualified for preference and/or priority. Do I need to undergo the review process?

Those that qualify for preference and priority at the time of ratification of the 2017-2021 collective agreement will be grandparented in and will not have to undergo the review process.

Article 24.3- Parental Leave and Supplementary Employment Benefits (SEB) for Sessionals

Are sessionals eligible for Parental leave and Supplementary Employment (SEB) Benefits?

Yes. According to article 24.3, upon approval by the Dean, an academic staff member holding a sessional

appointment shall be granted maternity, adoption, or parental leave as outlined by The Saskatchewan Employment Act after having been employed by the University for more than 13 consecutive weeks or having worked 1,560 hours in the previous 52 weeks.

How do sessionals qualify for Parental leave and SEB?

Sessionals who are actively at work, qualify for leave per Article 24.3.5, and have worked 1,560 hours in the previous 52 weeks shall be eligible for SEB.

What does "actively at work" mean?

Sessionals with confirmed appointment letters are considered to be "actively at work" to qualify for leaves.

What are the benefits?

The sessional U of R Academic staff member shall be entitled to receive 100% of salary to offset the one-week waiting period for eligibility of receipt of employment insurance benefits.

SEB payments are equal to the difference between the standard Federal Employment Insurance Benefits 90% of the member's average weekly earnings from the previous 52 weeks for a maximum of 36 weeks.

While the Sessional U of R Academic staff member is in receipt of SEB, all benefit coverage shall remain in effect and normal employer/employee deductions shall apply.

The sessional member shall give the University at least four weeks' written notice of the date the leave is to begin. The notice period may be waived by mutual agreement between the member and the University.

Article 23.5.2.1, 23.5.2.2- Health and Dental Benefits for Sessionals

When are sessionals entitled to benefits?

Sessionals are entitled to part-time benefits after they have been employed at the University for the equivalent of 390 hours or more over a period of 26

consecutive weeks. In determining hours of employment, one three-credit-hour class shall be deemed the equivalent of 208 hours. In order for sessionals to maintain eligibility, they must work at least 624 hours in a calendar year.

Sessionals who have been employed for 26 consecutive weeks and have worked 780 hours or more shall be entitled to full-time benefits. In order to maintain full-time eligibility, sessionals must work at least 1,560 hours in a calendar year.

What do sessional benefits include?

Benefits, as described in Articles 23.5.4, 23.5.5, and 23.5.6, include: basic group life insurance coverage of two times annual salary or a minimum of \$50,000 and members may apply for additional coverage at their own expense; family dental, optical, and extended health care benefit plans (the University shall pay the cost of the premiums for these plans); and an annual assessment at the Dr. Paul Schwann Applied Health and Research Centre (the University shall pay the cost of the yearly assessment).

How do I find out more information and where do I enroll for benefits?

Contact Human Resources (Pension and Benefits), at pension.benefits@uregina.ca or call 306-585-4808.

Appendix A- Financial Changes Affecting Sessionals and Sessional Stipends

Sessionals who have worked a **minimum of 1,040 hours in the July 1, 2017 - June 30, 2018 academic year** shall receive a one-time lump sum payment of **\$2,500**.

Starting July 1, 2019, sessional stipends shall receive an economic adjustment of **1.75%** and a sessional lecturer who has achieved priority status shall be paid per course as a Sessional Lecturer IV as follows:

A sessional member who possesses a Ph.D. or equivalent, or possesses a Master's degree and has taught **15 three credit hour courses or equivalent** shall be paid at the rate of:

Floor of Instructor III × 0.7

6

A sessional U of R Academic staff member who possesses a Master's degree, or possesses a four-year Bachelor's degree or equivalent and has taught **12 three credit hour courses or equivalent** shall be paid at the rate of:

Floor of Instructor II × 0.7

6

*Instructor floor rates can be found in the collective agreement in Appendix A.

Starting **July 1, 2020**, sessional lecturer stipends shall receive an economic adjustment of **2.0%**.

Starting **January 1, 2021**, pension contributions shall **increase from 15% to 16%** (an additional 0.5% increase paid by the employer and 0.5% increase paid by the employee).

Sessionals are enrolled in the pension plan after they have been employed for the equivalent of 700 hours or more or earned at least 35% of the yearly maximum pensionable earnings as defined by the Canada Pension Plan in the previous two calendar years. In determining hours of employment, one three-credit-hour class shall be deemed the equivalent of 208 hours. Members shall continue to remain a member of the plan as long as they are employed at the university unless they have not been employed in the previous two calendar years.

Article 9.7.2- Teaching Releases and Stipends for Sessionals

What is a teaching release?

Sessionals may be paid the monetary value of a sessional stipend or choose to be released from teaching duties by the Faculty Association as compensation for Faculty Association work.

Continued on next page...

When might a sessional receive a teaching release?

An example of when a sessional might receive a teaching release or stipend would be if a sessional volunteered to serve on the bargaining committee, was elected to serve as President of the Faculty Association, or was assigned by the Faculty Association to work on a project for the Association's benefit.

Sessional members shall discuss potential arrangements for teaching releases with their Dean prior to making commitments that require teaching releases.

Appendix A, 4.2 Research Fund for Sessionals

How do I access the new research fund for sessionals?

Effective July 1, 2019, sessionals with priority status may apply to the Faculty Association for funds in order to support their professional development for costs associated with creative, scholarly, or professional works. Acceptable expenses may include registration, travel, publication fees, or discipline specific equivalents. Applications will be submitted to the Faculty Association office on April 1, Sept. 1, and Dec. 1. More information on how to apply will be made available on the URFA website.

Still have Questions?

URFA Member Services Officers are experts on your Collective Agreement. Contact the URFA office at urfa@uregina.ca or 306-585-4378, and a Member Services Officer will be assigned to answer any questions you may have.