

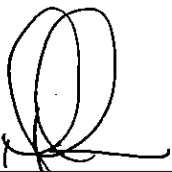
The University of Lethbridge
Sessional Lecturers Handbook

Effective: July 1, 2016

Date of Ratification: December 15, 2016

The University of Lethbridge
Sessional Lecturers Handbook

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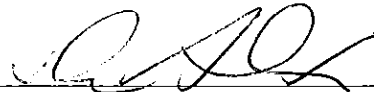
Mike Mahon, PhD.
President & Vice-Chancellor
University of Lethbridge

January 13, 2017
Date

Witness



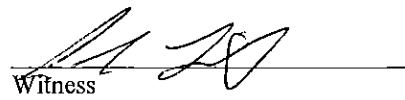
January 13, 2017
Date



Andrea Amelinckx
ULFA President
University of Lethbridge

January 13, 2017
Date

Witness



January 13, 2017
Date

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OBJECTIVES

The main objectives of this Handbook are the specification of principles and procedures that reflect procedural fairness for the appointment of Sessional Lecturers, the peaceful settlement of all disputes, misunderstandings and grievances and the promotion of harmonious relations between the Board and the Association with respect to Sessional Lecturers.

The Board and the Association acknowledge:

- their joint responsibility for the reasonable and just execution of the terms of this Handbook, and
- subject to the provisions of the *Post-Secondary Learning Act* and all applicable provincial and federal statutes, as amended from time to time, this Handbook is binding on the Association, the Sessional Lecturers and the Board.

Toward that end, any invocation of Article 1 or Article 14 regarding a Handbook procedure in progress shall stay the procedure pending a resolution of the interpretation or grievance.

Any deadlines mentioned in this agreement may be varied by written mutual consent prior to the deadline, by the Board and the Association and by the Sessional Lecturer in cases where the deadline affects the Sessional Lecturer concerned.

Article 1

1 Interpretation of the Sessional Lecturers Handbook

- 1.01 Any item or provision inadvertently omitted or found to be missing in this Handbook, shall be referred to either the President of the University or the President of the Association. Only the President of the University or the President of the Association may choose to convene the Interpretation Committee as in Article 1.04. The Interpretation Committee shall resolve uncertainties caused by the omitted/missing item or provision.
- 1.02 Uncertainties or disagreements about the meaning of the Articles of this Handbook shall be referred to either the President of the University or the President of the Association. Only the President of the University or the President of the Association may choose to convene the Interpretation Committee as in Article 1.04. The Interpretation Committee shall resolve uncertainties or disagreements about the meaning of the Articles of this Handbook.
- 1.03 The Interpretation Committee shall consist of the President of the University and the President of the Association.
- 1.04 The Interpretation Committee shall meet within five (5) working days of the written request of either of its members.
- 1.05 Where the Interpretation Committee agrees upon an interpretation, it shall become a Schedule of this Handbook until it is incorporated by amendment of the Sessional Lecturers Handbook pursuant to Article 3.
- 1.06 Where the Interpretation Committee cannot agree upon an interpretation within five (5) working days of the meeting of Article 1.04, each member shall set forth an interpretation in writing, and the two interpretations shall be submitted to an arbitrator jointly selected by them. If an Interpretation Committee cannot agree on the selection of an arbitrator within five (5) working days after the meeting of Article 1.04, the arbitrator shall be appointed by a Judge of the Alberta Court of Queen's Bench upon the Petition of either party.
- 1.07 The arbitrator shall meet only with both Presidents and only jointly, unless the Presidents agree otherwise in writing. Both Presidents shall make a reasonable effort to cooperate with the arbitrator's investigation.
- 1.08 The arbitrator shall first attempt to mediate the dispute. If the attempt to mediate fails, the arbitrator shall within twenty (20) working days of his/her appointment select without alteration either the Board's or the Association's interpretation. The arbitrator's decision shall be final and binding on the Board, the Association, and the Interpretation Committee.
- 1.09 The arbitrator's decision shall become a schedule of this Handbook, until it is incorporated by amendment of the Sessional Lecturers Handbook pursuant to Article 3.
- 1.10 Any interpretation pursuant to Article 1.05 or Article 1.08 shall be made known in writing by the President of the University to persons affected by it.
- 1.11 The costs of arbitration shall be shared by the Board and the Association.

Article 2

2 Definitions

In this Handbook:

- 2.01 "Academic Assistant" shall mean a member of the academic staff holding an appointment with the rank of Academic Assistant.
- 2.02 "Academic Staff Member/Academic Staff" shall mean an individual University employee or a category of University employees designated by the Board as Academic Staff.
- 2.03 "Association" shall mean The University of Lethbridge Faculty Association.
- 2.04 "Board" shall mean the Board of Governors of The University of Lethbridge.
- 2.05 "Dean" shall mean the Dean of a Faculty/School or a person authorized to act in that capacity.
- 2.06 "Department" shall mean an academic unit established by the Board under that designation.
- 2.07 "Department Chair" shall mean a person authorized to act in that capacity.
- 2.08 "Dean of School" shall mean a person authorized to act in that capacity.
- 2.09 "Faculty" shall mean an academic unit established by the Board under that designation.
- 2.10 "Faculty Member" shall mean a member of the academic staff with the rank of Professor, Associate Professor, Assistant Professor or Lecturer.
- 2.11 "Faculty Member" shall mean a member of the academic staff with the rank of Professor, Associate Professor, or Assistant Professor.
- 2.12 "Instructor" shall mean an employee of the academic staff holding an appointment with the rank of Instructor
- 2.13 "Instructor/Academic Assistant" shall mean Instructor(s) or Academic Assistant(s).
- 2.14 "Member" shall mean an employee of the Board who is a Sessional Lecturer.
- 2.15 "Parties" shall mean the Board and the Association.
- 2.16 "Personal file" shall mean the file maintained by the Dean pertaining to a Member and which contains materials subject to Article 8 of this Handbook.
- 2.17 "Post-retirement contract" shall mean an employment contract that has been negotiated between a retired Faculty Member and the Board made at the discretion of the Board not including contracts for a Sessional Lecturer.
- 2.18 "President" shall mean the President of the University, or a person authorized to act in that capacity.
- 2.19 "Procedural fairness" shall mean
 - 2.19.1 the duty to make a decision without a reasonable apprehension of bias or a conflict of interest. Prior familiarity with the facts of a case does not, by itself, constitute a reasonable apprehension of bias, nor do past friendly or unfriendly relationships. AND
 - 2.19.2 the duty of an adjudicator to interpret and apply the Sessional Lecturers Handbook, in a reasonable manner. A disagreement with a decision or judgment does not, in itself, constitute a misinterpretation or misapplication of the Sessional Lecturers Handbook, nor does it constitute an unreasonable interpretation or application of the Sessional Lecturers Handbook. AND
 - 2.19.3 the adjudicator or adjudicators shall, within reason, ensure that adequate evidence is presented or collected to meet the standard of proof appropriate to support the decision and shall give due consideration to such evidence. AND
 - 2.19.4 the parties to the procedure have a right to know all the relevant evidence presented in the decision making process. AND

Article 2

- 2.19.5 the parties to the procedure have an opportunity to respond to all relevant evidence presented in the decision making process. AND
- 2.19.6 the parties to the procedure have a reasonable opportunity to present their case to the adjudicator or adjudicators.
- 2.20 "School" shall mean an academic unit established by the Board under that designation.
- 2.21 "Senior Academic Administrator" shall mean Deans and Associate Deans, Dean, Vice-President (Academic) and Associate Vice-President (Academic), Associate Vice-President (Research), Vice-President (Administration) and Associate Vice-President (Administration), and President, or a person authorized to act in that capacity.
- 2.22 "Sessional Lecturer" shall mean a member of the Academic Staff appointed by the Dean of a Faculty/Dean of a School to teach no more than one semester course in a designated semester. Normally, the Sessional Lecturer has full responsibility for the course, but on occasion a Sessional Lecturer will be a member appointed at a partial stipend to teach a defined portion of a course with corresponding teaching responsibilities.
- 2.23 "Sessional Lecturers Handbook" shall mean the Handbook pertaining to Sessional Lecturers, including schedules thereto. The edition of the Sessional Lecturers Handbook in effect is the one most recently ratified by the Board and the Association, including schedules and any interpretations.
- 2.24 "University" shall mean The University of Lethbridge.
- 2.25 "Vice-President (Academic)" shall mean the Vice-President (Academic) of the University, or a person authorized to act in that capacity.
- 2.26 "Working days" shall mean Monday through Friday except holidays as identified within the most current edition of the University of Lethbridge Calendar.

Article 3

3 Amendments

- 3.01 This Sessional Lecturers Handbook shall be the only Sessional Lecturers Handbook in effect. It shall continue in force, except as amended through mutual agreement between the parties.
- 3.02 Negotiation of amendments shall normally occur in the final year of this agreement according to the following schedule:
- September 15 to December 15 - A preliminary meeting to review possible issues
 - February 1 to April 30 - Negotiation by negotiating committees
 - May 1 to June 30 - Action by both parties respecting negotiated amendments
- 3.03 To consider the proposed amendments, each party shall designate a negotiating committee of three persons. The two committees shall meet to negotiate the proposed amendments.
- 3.04 If the parties agree upon an amendment of this Handbook, the agreement shall include a specification of the date upon which the amendment takes effect, and the amendment shall thereafter become part of this Handbook.
- 3.05 If the parties cannot agree upon amendment of Schedules A and/or B of this Handbook, the matter shall be referred to arbitration (see Schedule B).
- 3.06 In the event that any provision of this Handbook is found by a court or tribunal of competent jurisdiction to be illegal or unenforceable, then such provision shall be severed from the Sessional Lecturers Handbook as having no force or effect; but the remainder of the Sessional Lecturers Handbook shall continue in full force and effect. In the event any such decision of a court or tribunal of competent jurisdiction is appealed, the operation of the provision in question shall be suspended pending the outcome of such appeal.

Article 4

4 Applications and Exclusions

- 4.01 The provisions of this Handbook shall apply to all Sessional Lecturers.
- 4.02 An individual who intends to remain under an existing employment contract when applying for a Sessional Lecturer position at the University will ensure that he/she can commit to fulfilling the responsibilities of a Sessional Lecturer and will provide evidence that he/she is in a position to make such a commitment. This may involve, but need not be limited to, provision of evidence that his/her employer is aware of their intended Sessional Lecturer commitment and that this commitment will not conflict his/her existing employment contract.
- 4.03 A retired Faculty Member who has been offered a Sessional Lecturer position at the University must choose between entering into a post-retirement contract or becoming a member under the Sessional Lecturers Handbook.
- 4.04 The terms of this agreement do not extend to the appointment of:
 - 4.04.1 A continuing Faculty Member who contracts to teach a one semester course on an overload basis.
 - 4.04.2 A retired Faculty Member who teaches part of a one semester course under the terms of a post-retirement contract.
 - 4.04.3 A graduate student who teaches part of a one semester course as part of their assigned and agreed to Teaching Assistant activities.

Article 5

5 Recognition

- 5.01 The Board recognizes the Association as the exclusive bargaining agent for all Sessional Lecturers.
- 5.02 The Board shall deduct from the monthly salaries of all Sessional Lecturers dues as assessed by the Association. Dues shall be remitted to the Association, the Confederation of Alberta Faculty Associations (CAFA) and Canadian Association of University Teachers (CAUT) by the last banking day of each month. Any adjustments shall be reconciled in the next month.
- 5.03 The Board shall inform the Association of the name of and the deductions made for each Sessional Lecturer, and may provide CAUT or CAFA with the following information:
 - 5.03.1 Number of Sessional Lecturers
 - 5.03.2 Total amount being remitted for Sessional Lecturers

Article 6

6 Communication and Information

6.01 Communication

Unless otherwise provided in this Handbook, all communications or notices concerning or required by the Handbook shall be addressed as follows:

By the University - To the President
The University of Lethbridge Faculty Association

By the Association - To the President
The University of Lethbridge

6.02 Distributing the Sessional Lecturers Handbook

The Board shall put the Handbook on the University website for all Members to access.

6.03 Information about Sessional Lecturers

6.03.1 The Board agrees to provide the Association with specified information for its use in achieving the objectives of this Handbook. The Board shall provide the Association with the following information, in electronic format, for Sessional Lecturers:

- (a) A list containing name, faculty/department and campus; this information to be complete as of September 30 and January 30 and provided to the Association no later than October 31 and February 28 of each year.
- (b) A list containing salary, dues, gender, age as of June 30, and semester of appointment with the identity of individuals on this list encrypted to ensure privacy of information; this information to be complete as of September 30 and January 30 and provided to the Association no later than October 31 and February 28 of each semester.

6.03.2 The Association agrees to respect the confidentiality of personal information and the privacy of individuals and undertakes that information provided pursuant to this Article shall not be published or otherwise used in ways that could result in the identification of individual Sessional Lecturers.

6.03.3 Personal information provided by the Board under this Article shall be maintained and used by the Association only for the purposes of operating the Association in accordance with the provisions of the Post-Secondary Learning Act, the Freedom of Information and Protection of Privacy Act, this Handbook and the Association by-laws.

6.04 Security of Information

6.04.1 The Association will protect personal information from unauthorized access or use.

6.04.2 The Association will maintain in a secure manner personal information obtained in accordance with this Article.

6.04.3 The Association will inform the Board immediately if it becomes known that there has been unauthorized access or disclosure of personal information and will take all reasonable care to prevent a recurrence.

6.04.4 Prior to disposal of any media containing personal information, the Association will ensure that such information contained thereon has been erased or destroyed, and a record of disposal shall be kept by the Association.

6.05 The President shall make available to the Association upon written request and within a reasonable time, information on Members not provided in Article 5.03 and Article 6.03. This section shall not be construed to require the President to compile information in the form requested if such data are not already compiled in the form requested, or to supply any confidential information.

Article 7

7 Delegation

- 7.01 Any task required herein to be performed by the Board may by the Board's delegation be performed by the President.
- 7.02 Any task required herein to be performed by the President may be delegated by the President as he/she sees fit, and the President may prescribe conditions governing the exercise of any delegated task including the power of subdelegation. Any task required herein to be performed by the Vice-President (Academic), or a Dean may be delegated under the same provisions that apply to the President.
- 7.03 Any task required herein to be performed by the President of the Association may be delegated by him/her as he/she sees fit, and he/she may prescribe conditions governing the exercise of any delegated task including the power of subdelegation.
- 7.04 Where a task required herein is delegated under the provisions of this Article, the force of the performance of that task shall be the same as if performed by the delegator, upon whom the results of the performance shall be binding.
- 7.05 The delegation of a task required herein shall be made known in writing to the Members affected.

Article 8

8 Personal Files

8.01 The appropriate Dean shall maintain a personal file on each Member for purposes defined by this Handbook. This file contains personal information relating to employment and educational history.

8.02 The Member's personal file shall not include records or testimony pursuant to:

any confidential mediation process

the Employee Assistance Program

8.03 Only materials relating to employment and educational history and which are relevant to Handbook purposes shall be entered into the file.

8.04 All materials forming the basis of a disciplinary decision regarding a Member shall have been entered in that Member's personal file.

8.05 Confidential Letters of Reference

8.05.1 A Member's personal file shall include all confidential letters of reference pertaining to that Member.

8.05.2 Unless otherwise designated by the author, all letters containing assessments of a Member's performance shall be deemed confidential. All confidential letters of reference shall be signed and dated by their authors; letters which are not signed and dated shall not enter a Member's personal file.

8.05.3 When a Dean of a Faculty/Dean of a School requests a confidential letter of reference, he/she shall inform the person requested of the provisions of this Article respecting disclosure of confidential information. Before confidential information is disclosed concerning letters of reference which have not been solicited by the President or Faculty/Dean of a School, he/she shall inform the author of the provisions of this Article. If the author requests in writing, or if the author does not respond, the unsolicited letter shall be destroyed or returned, whichever is more appropriate. Letters of assessment submitted by a Member for inclusion on his/her personal file shall be dealt with according to the provisions of Article 8.06.

8.05.4 A Member shall, upon written request, be given by the Dean of a Faculty/Dean of a School the names of authors of the confidential letters of reference in his/her personal file, and/or a fair summary of the contents of those letters, except where fewer than three letters are involved, in which case only the fair summary shall be provided. In this context a fair summary may include quotations from or non-holographic reproduction of the letter itself. The Dean of a Faculty/Dean of a School shall attempt to preserve confidentiality; however, the requirement of a fair summary shall take precedence over the need for confidentiality where there is a clear conflict between the two principles. The decision of the Dean of a Faculty/Dean of a School respecting a fair summary and the manner of preservation of confidentiality shall be subject to interpretation in each instance if requested by the Member. The procedure for interpretation shall be as provided in Article 1, except that the purpose of interpretation shall be to determine whether the nature and extent of confidential information disclosed satisfies the criterion of a fair summary.

8.06 Materials Other Than Confidential Letters of Reference

Materials other than confidential letters of reference may be placed on a Member's personal file only if they are signed and dated by the author and/or institutional source. The Member shall be informed within ten (10) working days that materials have been placed in his/her personal file. Electronic mail is considered material that is not signed.

Article 8

8.07 Materials Obtained Pursuant to the Evaluation of Teaching.

Materials obtained pursuant to a policy on teaching evaluation established shall be dealt with according to Article 8.03. Procedures shall be used that ensure the identity of student respondents is protected to the maximum extent permitted by law.

8.08 Copies of documents in a Member's personal file may be made only for Sessional Lecturers Handbook purposes and such copies must be destroyed when the purpose is met.

8.09 Inspection and Comment by a Member

8.09.1 A Member shall have the right, with reasonable notice in writing, to inspect the contents of his/her personal file, except for confidential letters of reference. The Member shall not remove his/her personal file or any part of it. Upon written request, the Member shall be able to obtain copies of the materials which he/she has the right to inspect.

8.09.2 A Member shall have the right to have included in his/her personal file his/her written comments upon the accuracy and/or meaning of any of the contents of that file, and to add materials to the file.

8.10 Removal of Materials From a File

8.10.1 Either the Member or the President or the Dean shall have the right to request in writing the removal of materials included in the Member's personal file on the ground that the materials do not constitute fair and/or relevant comment on the Member's performance.

8.10.2 If the President or Dean and the Member agree, then the material shall be removed and destroyed or returned, whichever is more appropriate. If the President or Dean do not agree, the question of fair and/or relevant comment shall be submitted to interpretation in each instance. The procedure for interpretation shall be as provided in Article 1, except that the purpose of interpretation shall be to determine whether the nature and content of the material satisfies the criterion(ia) of fair and/or relevant comment.

8.11 Information contained in a personal file shall be made available to persons who require access to perform their duties as specified by an Article of this Handbook. In the conduct of their duties, Senior Academic Administrators shall have access to the files at all times. A Senior Academic Administrator may seek internal or external advice about items in a Member's personal file provided that the identity of the Member is not revealed. Otherwise, the information shall be made available only as authorized in writing by the Member, or as required by law.

8.12 A Sessional Lecturer shall maintain a curriculum vitae in his/her personal file. The curriculum vitae will be updated by the Sessional Lecturer at the commencement of each contract period.

8.13 A Sessional Lecturer's personal file shall be kept in accordance with the University's Records Management Policy.

Article 9

9 Appointments

- 9.01 Whenever reasonably practicable the Board shall use continuing appointments to meet the continuing staffing needs of the University. However when continuing appointments are not practicable, Deans of Faculties/ Deans of Schools may recommend the appointment of Sessional Lecturers.
- 9.02 The circumstances under which a Sessional Lecturer appointment is appropriate are normally limited to the following:
- 9.02.1 to replace a Member who is on leave or on another assignment of duties;
 - 9.02.2 when the search for an individual with the required qualifications for an advertised continuing position is unsuccessful;
 - 9.02.3 when the appointment is for a pilot project of limited duration;
 - 9.02.4 when unanticipated enrolment increases makes such an appointment necessary in the short term;
 - 9.02.5 to integrate members of a professional community into the University's teaching program;
 - 9.02.6 or when a person with the required qualifications fills a limited on-going pedagogical need of a Department, Faculty/School curriculum.
- 9.03 Sessional Lecturer Appointments
- 9.03.1 The appointment of a Sessional Lecturer will take into account relevant experience, academic qualifications and, where appropriate, prior teaching effectiveness as determined through previous performance evaluation(s) (Article 11).
 - 9.03.2 Sessional Lecturers appointed by a Dean of Faculty/ Dean of School may teach no more than one (1) semester course in a designated semester.
 - 9.03.3 When an appointment is made under Article 9.02.6, a Sessional Lecturer contract may be offered covering a number of consecutive Fall and Spring semesters, in recognition of the on-going contribution of such a Sessional Lecturer to the University and in light of the on-going pedagogical need of a Department, Faculty or School curriculum.
 - 9.03.4 The appointment of Sessional Lecturers must be approved by the Vice President (Academic) on behalf of the Board.
- 9.04 Appointment Letter
- 9.04.1 The duties of a Sessional Lecturer will be clearly identified by the Dean of a Faculty/ Dean of a School in a letter of appointment. The letter will make reference to this agreement and will identify the starting and termination dates of the contract, the salary, and other relevant information.
 - 9.04.2 A copy of the appointment letter, in which all confidential information has been removed, will be provided by the Dean of the Faculty/Dean of the School to the Association.
- 9.05 Re-appointment
- At the conclusion of a Sessional Lecturer appointment, the Sessional Lecturer may request in writing of the Dean who recommended the appointment that the Sessional Lecturer be considered for future Sessional Lecturer appointment to the same or similar semester courses, should there be a need for such an appointment in the Faculty or School. Such letters shall be maintained on record in the Dean's office for a period of three (3) years from the expiry of the Sessional Lecturer appointment.

Article 10

10 Rights and Responsibilities

10.01 General Rights and Responsibilities

10.01.1 The Board recognizes a duty to provide and Members have the right to a safe workplace free from unfair discrimination, harassment, or abuse of authority.

10.01.2 Complaints

(a) Complaints about a Member pursuant to this article shall be addressed to the Member, unless the complainant has good reason to fear personal harm or offense. If so, or if the complainant is dissatisfied with the response, the complaint shall be addressed to the Member's Dean of the Faculty/Dean of the School.

(b) If the Dean of the Faculty/Dean of the School cannot hear, receive or act on the complaint(s) in a reasonable time, or should not hear or receive the complaint(s) for reasons of a reasonable apprehension of bias, the complaint(s) shall be referred to that person among the remaining Deans/Dean with the most decanal service at the University, and this person shall be deemed to be the appropriate Dean in accordance with Article 9. If necessary, the Office of the Vice-President (Academic) shall direct the complaint to the appropriate Dean. The Member shall be informed of the complaint immediately upon its inclusion in the Member's Personal File.

10.01.3 The Board and the Association recognize Members' rights and duties associated with academic freedom, in particular, freedom to form ideas, discuss ideas, publish ideas, and teach ideas which challenge opinions regarding academic and administrative matters.

10.01.4 Members shall respect the academic freedom of other Members despite differences of opinion, provided standards, methods and traditions of the discipline are given due respect. Criticism of the ideas or performances of Members by other Members or by administrators shall give due respect to these rights in accordance with this Handbook. Members have a duty to exercise their own academic freedom with reasonable judgment and rigour. Both parties shall make efforts to promote and preserve good will among all members of the University community.

10.01.5 Clauses of this Article may be limited by other Articles of the Sessional Lecturers Handbook.

10.02 Rights of Members

10.02.1 Discrimination

(a) There shall be no unfair discrimination, interference, restriction or coercion practiced with respect to any Member in regard to any terms or conditions of employment by reason of age, race, colour, ethnicity, national origin, philosophical, political, or religious affiliation or belief, gender, sexual orientation, marital status, or physical disability.

(b) There shall be no unfair discrimination practiced with respect to any Member in regard to any terms or conditions of employment by reason of family relationships. However, no Member shall take part in formal discussions or vote with regard to the determination of the terms and conditions of employment of a member of his/her immediate family.

(c) The Board may conduct research to determine if unfair discrimination has occurred.

10.02.2 Participation and Accompaniment

Except as provided in Article 10.02.1, Members shall have the right to express opinions and to participate by means of their representatives in procedures provided by this Handbook. Members have the right to be accompanied by another Member of the Association in all procedures specified in this Handbook. A Member exerting this right is under no obligation to justify the need to be accompanied by a Member of his/her choice. A Member may waive his/her right to accompaniment.

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10.02.3 Representation to the Board

A Member shall have the right to make written representation to the Board through the President.

10.02.4 Other Rights

Members have the right, consistent with policies of General Faculties Council to:

- (a) maintain order and safety in the classroom, lab or other teaching or research situation and to limit the access of persons who are abusive, disruptive or who otherwise violate the rights of Members, students, or other people authorized to be present.
- (b) assistance of security personnel regarding the maintenance of such order, safety and limitations of access.
- (c) the right to rule on the use by students of recording devices in the classroom, laboratory, or analogous learning situation, subject to reasonable accommodation of student needs.

10.02.5 Sessional Lecturers are entitled to office space, access to University technology appropriate to their duties, and to library facilities and privileges.

10.02.6 Relationship to the Community

When addressing themselves to the community at large, Members retain the rights and responsibilities which flow from the concept of academic freedom.

10.02.7 The capacity and duty of the Association to act on behalf of the Member shall be in effect as long as procedures may be initiated under the terms of the Sessional Lecturers Handbook with respect to that Member, and/or as long as a personal file is maintained on that Member under Article 8.

10.03 Responsibilities of Members

10.03.1 Responsibilities of Members as Teachers

Members shall have the following responsibilities as teachers:

- (a) Members shall maintain a scholarly competence and pedagogic effectiveness.
- (b) Members shall discharge their instructional responsibilities in accordance with procedures established pursuant to the provisions of the Post-Secondary Learning Act.
- (c) Members who provide instruction shall comply with procedures established pursuant to the provisions of the Post-Secondary Learning Act for reporting the grades of their students. Where such grades are reviewed by Department, School, Faculty or University committees, Members should be available for the duration of the committee's work if so required by the committee.
- (d) Members shall not cancel or terminate scheduled instruction except for good reason and shall give their students notice of such cancellation together with notice of any alternative instruction or rescheduling of the cancelled instruction.
- (e) Members must report any absences from class to the Dean of the Faculty/Dean of the School or to their immediate supervisor.
- (f) Members shall be reasonably available for out of class consultation with students. Students shall have equal opportunity for such consultation.
- (g) Members shall treat students fairly in class and shall reasonably accommodate individual instructional needs.
- (h) Members shall not accept pay for tutoring a student in any subjects in which the Member is responsible for giving classroom instruction to that student, but may

Article 10

recommend tutors who may do so provided that no benefit, direct or indirect, accrues to the Member for that referral.

- (i) A Member shall not require students to provide any services to the Member outside a formal, employer/employee relationship. Any employer/employee relationship entered into by a Member shall be reported by the Member to his/her Dean.
- (j) Sessional Lecturers may not supervise graduate students, evaluate graduate students or be a member of a graduate student supervisory committee.
- (k) A personal, intimate relationship is one where there exists reasonable apprehension of bias between a Sessional Lecturer and a student, and which may be perceived as conferring upon one of them an unfair advantage or subject one of them to unfair disadvantage. Such relationships may therefore be perceived as a conflict of interest with respect to any evaluative relationship between the Sessional Lecturer and the student.

A Sessional Lecturer who is involved in a personal, intimate relationship with a student with whom the Sessional Lecturer will likely have an evaluative relationship must disclose this personal, intimate relationship in writing to the Dean/University Librarian prior to the commencement of any evaluative relationship between the Sessional Lecturer and the student. A Sessional Lecturer who becomes involved in a personal, intimate relationship with a student with whom the Sessional Lecturer has an evaluative relationship has an obligation to disclose this personal, intimate relationship in writing to the Sessional Lecturer's Dean/University Librarian.

The Dean/University Librarian shall take the necessary action to ensure that any such evaluation is performed in a fair and reasonable manner.

10.03.2 Participation of Members as Scholars

Sessional Lecturers are not required to conduct research; however, research activity which does not interfere with or prevent the fulfillment of the assigned teaching responsibilities, as identified within the Sessional Lecturers contract, shall not be discouraged.

10.03.3 Participation of Members in Administrative and Committee Work

- (a) Sessional Lecturers may be invited to participate in Department, Faculty/School meetings however the degree of participation may vary from Member to Member.
- (b) Sessional Lecturers have the right and are encouraged to become involved with the work of the Association. However, this work should not interfere with or prevent the fulfillment of the assigned teaching responsibilities as identified within the Sessional Lecturer's contract.

Article 11

11 Performance Evaluation

- 11.01 It is a Member's responsibility to present evidence of teaching effectiveness.
- 11.02 No assessment of teaching effectiveness shall be based mainly on student appraisals. The methods of teaching evaluation may vary but may include student appraisals, Chair assessment, assessments by Faculty Members/Instructors/Academic Assistants, evaluation of course material and examinations, and other relevant considerations.
- 11.03 Evidence of teaching effectiveness shall be submitted to the Dean of the Faculty/ Dean of the School.
- 11.04 Where a written assessment of a Sessional Lecturer's teaching effectiveness has been made, then the Sessional Lecturer will be provided with a copy of that written assessment. The Sessional Lecturer will also be provided with the compiled summary of any student appraisals in courses taught by the Sessional Lecturer.

Article 12

12 Termination of Appointment

- 12.01 The term of appointment shall be included within the letter of appointment. There is no obligation on the University to extend the appointment beyond the term or to reappoint the Sessional Lecturer.
- 12.02 A Sessional Lecturer may resign during the term of appointment. The Sessional Lecturer will give one month notice in writing to the Dean of the School who made the original appointment.
- 12.03 Termination of a Sessional Lecturer's appointment by dismissal is described within Article 15.
- 12.04 Mutual Agreement Either the Dean or a Sessional Lecturer may at any time propose termination of the Sessional Lecturer's appointment under mutually acceptable terms.

Article 13

13 Compensation and Benefits

13.01 Stipend A minimum stipend, exclusive of holiday pay and other statutory benefits, shall be established through negotiations between the Board and the Association, and shall be provided in this Handbook as "Schedule A: Stipend". The stipend shall be paid in monthly instalments.

13.02 Economic benefits shall be as set forth in Schedule B.

Article 14

14 Grievance Procedure

14.01 A grievance is a claim that there has been a violation, improper application or non-application of the terms of this Handbook. A grievance shall be settled in accordance with the terms of this Handbook.

The following matters shall not be subject to grievance:

14.01.1 The outcome of a specific process provided by this Handbook that is binding on both parties,

14.01.2 A request for amendment of this Handbook,

14.01.3 A matter not covered by this Handbook.

14.02 A grievance shall be claimed in writing specifying the term(s) to which the grievance applies within twenty (20) working days of the date on which the violation or improper application is alleged to have occurred, or within twenty (20) working days from the date in which the alleged violation should have become known to the Member or President. A grievance may be claimed by a Member, by the Association or by the President.

14.03 Before claiming a grievance, the grievor shall meet with the President, or the President of the Association, as appropriate, in an attempt to resolve the issue. The parties to this meeting may have a representative or advisor of his or her choice also attend the meeting. If the issue is not resolved by this meeting, the grievor may proceed to claim the grievance in the manner described within this Article. The timing of this meeting shall not affect the application of Article 14.02.

14.04 In the event that the President claims a grievance against the Association, the President shall present the grievance in writing, specifying the terms to which the grievance applies and providing such evidence as appropriate to support the grievance, to the President of the Association. If the matter is not resolved to the satisfaction of the President within fifteen (15) working days of the Association having received the grievance, the President may refer the matter to arbitration as specified in Article 14.08. If the matter is to be referred to arbitration, the President will provide notice to the President of the Association of the referral.

14.05 A Member intending to claim a grievance shall first present the claim to the Association, which shall decide within fifteen (15) working days whether to claim the grievance. The Member may claim the grievance on his/her own behalf only if the Association does not undertake a claim of grievance arising from the claim of the Member. In such a case, the Association shall not take further action under the provisions of this Article respecting the grievance of the Member.

14.06 In the event that the Member/Association claims a grievance the process shall be as follows:

14.06.1 The grievance shall be presented in writing, specifying the term(s) to which the grievance applies and providing such evidence as appropriate to support the grievance to the President.

14.06.2 The President shall investigate the grievance as he/she deems appropriate, and shall present a written report to the Association/Member within ten (10) working days together with a recommendation to resolve the dispute.

14.06.3 The President's report shall be deemed accepted by the Member/Association and a satisfactory resolution of the grievance affected, unless within five (5) working days of receipt by the Member, the Member/Association notifies the President in writing to the contrary. If such notification is given, the President and the Member/Association shall meet within five (5) working days to attempt to resolve the grievance.

14.07 In the event that the President and the Member/Association are unable to resolve the grievance at their meeting, then the Member/Association shall within thirty (30) working days of their meeting notify the President that he/she refers the matter to arbitration. If the Member/Association does not so notify the President within thirty (30) working days, the grievance will be deemed to have been abandoned and no further action shall take place under the provisions of this Article.

Article 14

- 14.08 When arbitration is required, grievances shall be referred to a single arbitrator. The arbitrator shall be appointed by the agreement of the President of the University and the Member/President of the Association within five (5) working days after the President or the President of the Association, as appropriate, has received notice of referral. Failing agreement within those seven days, the arbitrator shall be appointed by a Judge of the Alberta Court of Queen's Bench upon the Petition of either party.
- 14.09 For the purposes of Article 14, and subject to the particular provisions below, the arbitrator shall conduct the arbitration and assign the costs of arbitration in accordance with the provisions of the Arbitration Act of the Province of Alberta:
- 14.09.1 The arbitrator shall have no power to add to, delete, or otherwise amend this Sessional Lecturers Handbook.
 - 14.09.2 The arbitrator shall confine him/herself to the grievance submitted for arbitration and shall have no authority to determine any other issues not so submitted to him/her.
 - 14.09.3 When dealing with a grievance involving claim of noncompliance with procedural requirements, if the arbitrator finds that the procedural requirements have not been complied with, he/she shall be limited to directing that the matter be reconsidered by the appropriate body in accordance with the procedures specified in the appropriate article.
 - 14.09.4 The arbitrator shall hear the grievance and issue a decision that shall be final and binding upon the parties to the arbitration.
- 14.10 All dates and times in this Article may be varied by mutual consent of the parties.
- 14.11 Interpretations, clarifications or specifications of this Handbook, either agreed upon by both parties or ruled by an arbitrator as part of the resolution of grievances, may be incorporated as clauses or schedules of this Handbook.

Article 15

15 Discipline

- 15.01 A Sessional Lecturer may be disciplined for just, reasonable, and sufficient cause, in accordance with the provisions of this Article.
- 15.02 The only disciplinary measures which may be taken by the Board against a Sessional Lecturer are the following:
- 15.02.1 a letter of reprimand or censure may be placed in the Personal File of the Sessional Lecturer;
 - 15.02.2 the Sessional Lecturer may be dismissed for cause, in which case cause shall mean professional incompetence and/or gross misconduct and/or serious and persistent neglect of duty.
- 15.03 Disciplinary Process
- 15.03.1 When a Dean of a Faculty/Dean of a School has reasonable cause to believe that cause may exist for the discipline of a Sessional Lecturer, the Dean of the Faculty/Dean of the School will meet with the Sessional Lecturer to seek a response to the allegations against the Sessional Lecturer.
 - 15.03.2 Following the meeting in Article 15.03.1, the Dean of the Faculty/Dean of the School may: impose one of the disciplinary measures identified in Article 15.02; decline to proceed further with the disciplinary process.
 - 15.03.3 When the process under Article 15.03 has been commenced by the Dean of the Faculty/Dean of the School, the Dean of the Faculty/Dean of the School will inform the Sessional Lecturer in writing, with respect to the Dean's decision under Article 15.03.2.
 - 15.03.4 Within five (5) working days of the Dean's letter of Article 15.03.3, the Sessional Lecturer may appeal the decision of the Dean of the Faculty/Dean of the School to a University Internal Arbitration Committee.
 - 15.03.5 The University Internal Arbitration Committee is comprised of three persons: one selected by the Sessional Lecturer; one selected by the Dean of the Faculty/Dean of the School; one person previously named by the President of the Association and the President of the University.
 - 15.03.6 The President of the Association and the President of the University will agree upon the name of the third person of the University Internal Arbitration Committee at their annual meeting (Article 19).
 - 15.03.7 The University Internal Arbitration Committee will review the appeal and come to a decision on the matter. The decision of the University Internal Arbitration Committee shall be final and not subject to further appeal.
- 15.04 The financial cost associated with the arbitration process will be divided equally between the Association and the Board.
- 15.05 All materials pertaining to the Sessional Lecturer which are used pursuant to the Article shall be deemed part of the Sessional Lecturer's Personal File, subject to the provisions of Article 8.
- 15.06 Wherever possible, actions pursuant to this Article shall be expeditious. Specified time limits may be extended by mutual consent, given in writing and signed by both parties.

Article 16

16 Holidays

16.01 The following days are statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and any other day so proclaimed by the Federal, Provincial, Municipal or University authorities.

16.02 When any of the aforementioned holidays fall on a Saturday or Sunday, the President shall designate the working day immediately preceding or following as the holiday.

16.03 Notwithstanding Article 16.02, Sessional Lecturers will ensure adherence to the instructional time per academic course and the identified number of classes per course as described in the Academic Schedule of the most recently published edition of the University Calendar.

16.04 A Member shall not receive additional remuneration in the event he/she chooses to work on a holiday.

16.05 Regularly scheduled classes shall not be held on a holiday.

Article 17

17 Medical Leave

17.01 A Sessional Lecturer may be absent for medical reasons for up to five (5) working days without reduction in salary or benefits.

17.02 The Sessional Lecturer shall inform the Department Chair or immediate supervisor of his/her absence as soon as possible, and provide an estimate of its duration. The Sessional Lecturer may provide a medical certificate to the Department Chair or immediate supervisor.

17.03 When a Sessional Lecturer has been absent for medical reasons for five (5) working days or if the Sessional Lecturer contemplates the medical leave will be for longer than five (5) working days he/she will provide a medical certificate to his/her Department Chair or immediate supervisor.

17.04 When the Sessional Lecturer has been absent for medical reasons for more than five (5) working days, he/she will be placed on medical leave without pay, until such time as he/she is able to return to work and resume duties.

17.05 Normally after ten (10) working days of medical leave there will be no resumption of the duties specified within the Sessional Lecturer's contract.

17.06 Special Circumstances

Upon application by the Member and recommendation of the Dean of the Faculty/Dean of the School and the President, the Board may award leave under family or medical circumstances which reasonably warrant it, not elsewhere specified in this Article. The rate of pay, if any, and the applicability of other Articles of this Handbook shall be specified by the Board and accepted in writing by the Member prior to the award to leave.

Article 18

18 Copyright and Patents

18.01 Copyright

18.01.1 If a Member is appointed to prepare specific works for the University, or if the normal assignment of a Member includes the preparation of specific works, then the Board is the owner of the copyright and all copyright works produced by the Member.

18.01.2 The rights and obligations of the Board and of the Member with respect to copyright and other rights and works produced by Members under the provisions of Article 18.01.1 shall be set forth as follows:

- (a) The Board will normally transfer its ownership rights on such material to the author (or group of authors) upon the condition that the author agrees to the conditions in Article 18.01.2(d).
- (b) Any author who desires to secure the ownership of copyright shall apply to the President for such transfer on an Assignment of Copyright Form as provided in Schedule D.
- (c) Before such application is made, the applicant shall have obtained agreement from all those involved in the production process of the said material upon the identification of the authors and shall file a declaration thereto along with the application.
- (d) The Board will transfer by written agreement its ownership rights to the designated material under the following conditions:
 - (i) that the Board shall have unhampered use of the material for its internal educational purposes, including both instruction and research.
 - (ii) that the author(s) named in the agreement shall return to the Board fifty per cent (50%) of the royalty, or any payments which are similar in nature to royalty, the author(s) may receive from the copyright.
 - (iii) that the author(s), if so requested by the Board, shall display the University's name on the particular product of which the ownership of copyright is being transferred.
- (e) Upon receipt of its share of the royalties from the author(s) in any such agreement the Board shall transfer ninety per cent (90%) of that share to the Department or Departments named in the agreement. If there is more than one Department involved, the Board will divide the percentage among the Departments in a manner to be agreed by the Departments in the transfer agreement. The remaining ten per cent (10%) of the money received by the Board shall be transferred to the Media Distribution Centre. At the time of transfer, Departments may elect to have funds credited to either operating or capital accounts but they must be expended during the fiscal year in which the transfer is made. The Board will vary the 90% / 10% split in favour of the Media Distribution Centre upon direction of the Department(s) named in the agreement.
- (f) Materials covered by this article include video and audio recordings, films, film loops, slides, transparencies, phonograph recordings, and kinescope productions, but do not include unrecorded lectures, performances, broadcasts and works of art.

18.01.3 Except for the cases referred to in Article 18.01.1 and Article 18.01.2(a), (b), (c), (d), (e), and (f), the Board waives, disclaims and abandons all right, title, interest or estate in a copyright work produced by a Member.

18.02 Patents

A Member who in the course of his/her normal performance of duties makes an invention or discovery may apply for a patent independent of the Board. Subject to the agreement of the Member concerned, the Board may acquire a right, title, interest or estate in such a patent.

Article 18

18.03 Interpretation of 'specific works' and 'normal assignment' as used in Article 18.01.1

In Article 18.01.1, 'specific works' shall mean antecedently named and described works prepared by a Member. Those categories on which 'specific works' may be included are listed in Article 18.01.2(f) 'Normal assignment' shall not be construed in such a way as to infringe upon a Member's academic freedom to choose his/her own area of research within his/her discipline.

Article 19

19 Annual Meeting

- 19.01 The President of the University and the President of the Association shall, by October 15 of each year, agree to a date for a meeting of representatives of the Board and the Association.
- 19.02 Each party shall submit to the other not less than five (5) working days before the scheduled date of the meeting a list of particular matters to be discussed including the name of the third person of the University Internal Arbitration Committee as provided within Article 15.03.6.
- 19.03 No more than five (5) representatives from each party shall attend such meetings.
- 19.04 Matters that would normally be dealt with in Article 14 shall not be the subject matter of these meetings.

Schedule A: Stipend

A.01 Minimum Sessional Lecturer Stipend:

Effective September 1, 2015 to April 30, 2016	\$6,000.00 per course
Effective May 1, 2016 to April 30, 2017	\$6,084 per course
Effective May 1, 2017 to April 30, 2018	\$6,084 +COLA per course* *(Rounded to the nearest dollar)

For the purposes of this Schedule, Cost of Living Allowance (COLA) is the greater of 0% or the COLA formula. The COLA formula is defined as the following percentage: $(\text{Canadian CPI} + \text{Alberta CPI})/2$, with CPI (Consumer Price Index) being the annual CPI percentage change as published by Statistics Canada, to the end of February of the year in which the COLA is applied.

The rate for Sessional Lecturer course stipends will be at least the minimum stipend exclusive of vacation pay and other statutory benefits, the exact amount to be negotiated by the Dean of the Faculty/Dean of the School and the Sessional Lecturer.

A.02 Course Cancellation

Ten percent (10%) of the stipend agreed upon and declared within the letter of appointment shall be paid to the Sessional Lecturer in the event the course is cancelled by the Dean of the Faculty/Dean of the School who made the appointment.

Schedule B: Benefits

- B.01 In the event of the death of a Sessional Lecturer, the Board shall pay to the Member's estate a death benefit equivalent in value to the Member's salary for the month in which the Member dies plus one additional month's salary regardless of the month in which the Sessional Lecturer dies. Such payment is in full settlement of salary and vacation entitlement to the date of death.

Schedule C: Negotiations and Impasse

C.01 Individual and/or group salary matters, compensation, perquisites, benefit plans, emoluments, not included in Schedules A and B may be put forward by either party for negotiation. For any such matter to become a negotiable matter it must be agreed to by both parties. If an impasse to mutual agreement results, the impasse shall be resolved by Final Offer Selection (FOS). The decision of the Arbitrator shall be binding.

C.02 Procedures and Timing

The timing of negotiation of amendments shall follow the schedule defined in Article 3.02.

C.02.1 During the month of November of a year in which the compensation contract as provided in Schedule A is to expire, and prior to negotiations, the Board and the Association shall jointly agree on an Arbitrator for purposes of final offer selection (FOS). As per past practice, both parties will continue to exchange names until such time as one name is deemed mutually acceptable, or must be drawn by lot.

C.02.2 Not later than February 1 of a year in which the compensation contract as provided in Schedule A is to expire, and prior to negotiations, the Board and the Association shall appoint duly authorized negotiating teams and communicate the names to the other party. Shortly thereafter, the parties will meet to exchange initial positions and set a schedule for negotiations.

C.02.3 (a) The negotiating teams shall meet as necessary to negotiate in good faith towards settlement of the items for negotiation.

(b) Each negotiating team may use the services of such consultants and resource persons as it sees fit.

C.02.4 If negotiations between the parties reach an impasse, then negotiations shall cease. Each negotiating team shall prepare and deliver to the other a written statement of its final position with respect to each unresolved item for negotiation and a brief written statement of its arguments. Negotiations shall then be reopened. In the event that any of the items for negotiation have not been resolved within ten (10) working days of re-opening negotiations, then negotiations shall again cease.

C.02.5 Arbitration

(a) Each party shall submit to the Arbitrator the written statement (prepared for Schedule C.02.3) of its' final position with respect to each unresolved item for negotiation and a brief written statement of its arguments.

(b) The Arbitrator may hold a hearing with both negotiating teams together, i.e. not separately, for the purpose of seeking clarification of the submissions.

(c) The Arbitrator shall select one of the two final positions submitted to him/her pursuant to the provisions of Schedule C.02.4 and forthwith communicate his/her decision in writing to the Chair of the Board and the President of the Association.

(d) The Arbitrator is not required to state any reasons for the selection he/she has made.

(e) The decision of the Arbitrator, and the implications of his/her selection, shall be binding on both parties subject to any provincial or federal legislation that takes precedence.

(f) The fees and expenses of the Arbitrator shall be shared equally between the Board and the Association.

Schedule D: Copyright

- D.01 Under the provisions of the Post-Secondary Learning Act and Article 18 of the Sessional Lecturers Handbook, the University asserts its copyright ownership on works produced by a Member who has been engaged by the University for the express purpose of preparing such works for the University and part of his/her normal responsibility to the University is the preparation of such works.
- D.02 The University will normally transfer its ownership rights on such material to the author (or group of authors) upon the condition that the author agrees to the conditions in Schedule D.05.
- D.03 Any author who desires to secure the ownership of copyright shall apply to the President for such transfer on an Assignment of Copyright Form.
- D.04 Before such application is made, the applicant shall have obtained agreement from all those involved in the production process of the said material upon the identification of the authors and shall file a declaration thereto along with the application.
- D.05 The University will transfer by written agreement its ownership rights to the designated material under the following conditions:
- D.05.1 that the University shall have unhampered use of the material for its internal educational purposes, including both instruction and research.
 - D.05.2 that the author named in the agreement shall return to the University fifty per cent (50%) of the royalty the author may receive from the copyright.
 - D.05.3 that the author, if so requested by the University, shall display the University's name on the particular product of which the ownership of copyright is being transferred.
- D.06 Upon receipt of its share of the royalties from the author(s) in any such agreement the University shall transfer ninety per cent (90%) of that share to the Department or Departments named in the agreement. If there is more than one Department involved, the University will divide the percentage among the Departments in a manner to be agreed by the Departments in the transfer agreement. The remaining ten per cent (10%) of the money received by the University shall be transferred to the Media Distribution Centre. At the time of transfer, Departments may elect to have funds credited to either operating or capital accounts but they must be expended during the fiscal year in which the transfer is made. The University will vary the 90%/10% split in favour of the Media Distribution Centre upon direction of the Department(s) named in the agreement.
- D.07 Materials covered by this Schedule include videotapes, audiotapes, films, film loops, slides, transparencies, phonograph recordings, and kinescope productions, but do not include unrecorded lectures, performances, broadcasts and works of art.

Schedule D: Copyright

ASSIGNMENT OF COPYRIGHT FORM

ASSIGNMENT made this _____ day of _____ 20____.

BETWEEN:

THE BOARD OF GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

(herein called "the Board")

AND:

(herein called "the Assignees")

WITNESS that the Board hereby sells, assigns and transfers to the assignees all right, title and interest that the said Board has in copyright in Canada, the United States of America and all other countries in the world in the product in consideration for which the Assignees hereby agree to remit to the Board Fifty Per Cent (50%) of the gross royalties (or any payments which are similar in nature to royalties) received from exploitation of the copyright on the product described above and also agree to require the display of the University name on all copies of the product.

The Assignees further agree that the Board may make and use copies of the product described above without payment of royalty for its own educational purposes.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals.

THE GOVERNORS OF THE UNIVERSITY OF LETHBRIDGE

ASSIGNEES

DECLARATION OF AUTHORSHIP

We, the undersigned, declare that we are the authors of: _____ ("the work") for which we have requested an assignment of copyright, dated the _____ day of _____ 20____ from the Governors of the University of Lethbridge.

We further declare that we have discussed our application for assignment of copyright with all persons who have been involved in the production process of the work and have obtained their agreement that the undersigned are the only authors of the work.

Schedule E: Teaching Supplies and Photocopying

MEMORANDUM OF UNDERSTANDING

Between

**THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")**

and

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
("ULFA")**

Teaching Supplies and Photocopying

Effective October 1, 2015, the parties agree that the University of Lethbridge will provide teaching supplies and photocopying for the purpose of teaching University of Lethbridge courses at no cost to the Sessional Lecturer, consistent with the level of such support provided to other ULFA Members covered under the Faculty Handbook.

Board of Governors Representative
Dr. Chris Nicol

ULFA Representative
Dr. Saurya Das

Date

Date

Schedule F: Conclusion of Bargaining 2015
Sessional Lecturers Handbook

MEMORANDUM OF UNDERSTANDING

Between

**THE BOARD of GOVERNORS of the UNIVERSITY OF LETHBRIDGE
(the "Board")**

and

**THE UNIVERSITY OF LETHBRIDGE FACULTY ASSOCIATION
("ULFA")**

**Conclusion of Bargaining 2015
Sessional Lecturers Handbook**

The parties hereby agree to recommend the following package to their principals and commit to completing the ratification process before November 1, 2015.

The effective date for this agreement is September 1, 2015 unless specifically stated otherwise.

1. The term of the agreement is three years:
 - a. Year One: May 1, 2015 – April 30, 2016
 - b. Year Two: May 1, 2016 to April 30, 2017
 - c. Year Three: May 1, 2017 to April 30, 2018

2. Retroactive pay in Year One of the agreement will be applied in the following manner:
 - a. An increase to the minimum stipend is retroactive to September 1, 2015.
 - b. The following Sessional Lecturers are eligible for retroactive pay:
 - i. Receives a stipend as of September 1, 2015 or later, AND
 - ii. Remains as a Sessional Lecturer as of October 1, 2015 AND
 - iii. Receives a stipend of less than \$6000 per course as of September 1, 2015.
 - c. There is no retroactive application of the minimum stipend for the period of May 1, 2015 to August 31, 2015, nor for Sessional Lecturers who terminated their appointment on or before October 1, 2015.
 - d. Retroactive pay will be applied by December 2015 pay.

3. The parties further agree to modify the following Schedules in the July 1, 2014 Sessional Lecturers Handbook as indicated in the attachments:
 - a. Schedule A.01- Minimum Sessional Lecturer Stipend
 - b. Schedule E – Teaching Supplies and Photocopying.

Board of Governors Representative
Dr. Chris Nicol

ULFA Representative
Dr. Saurya Das

Date

Date