



Navigating a Sessional Contract

A **contractual relationship** exists when your Chair or Dean advises you in writing (or by email) that the Dean has approved your appointment as a Sessional Instructor for a course or portion of a course (see Step 6 of “When is Your Contract a Contract?”). The paper contract that follows weeks or even months later confirms a legal relationship that already exists, but the paper contract does spell out the terms and details of your employment.

While these paper contracts might arrive very close to the time you are scheduled to begin teaching, you must sign them and return them to HR before you begin teaching. There are liability issues for you if you begin to teach without a signed contract. If you have not received your paper contract near the time you are expected to begin teaching, it is vital that you contact your Chair or Dean and advise them of this. They should work quickly to remedy the situation. If your effort doesn't meet with success, contact the Faculty Association at office@upeifa.ca or 902-566-6043 or 566-0699.

Before you sign the paper contract, it is important to review it carefully to make sure the information is correct and reflects your accrued status and rights as a Sessional Instructor.

Here are the key elements of a Sessional Contract:

At the top right of the contract, you should see a “**return to HR by XX date**” statement. If this date is incorrect, or has already passed by the time you receive the contract, consult with your Chair/Dean who should address this with Human Resources (HR).

Your **name should appear at the top of the contract**, followed by a **statement of appointment**. Your **employee number appears close to the bottom** of the contract followed by a statement advising that Senate and Board of Governors regulations apply to you. An example of these would be UPEI's Academic Regulations around grading, block-out dates for testing, appeals of grades, etc., which can be found in the University *Calendar*. Note also, the *Collective Agreement* applies to you, with its defined rights and responsibilities. While many portions of the *Agreement* apply to Sessional Instructors, there is dedicated language in Article G.1.

Following your name and appointment, you should find your **assigned Rank/Title/Position**. This should read Sessional Lecturer, or Sessional.

That is followed by your **assigned Department and/or Faculty**. If you are assigned a course that is cross-listed or shared by departments/faculties, make certain the Department/Faculty of record on your contract aligns with your expectation. The Chair or Dean associated with the Department/Faculty of record is the one you will work with, who will conduct your review, etc. If the assignment matches your expectation, great! If not, seek clarification and correction of the contract, if warranted, from your Dean.

The next set of information defines the **course or course portion** that you are assigned, for example Biology 1010, and the **start and stop dates** of your contract. These dates usually align roughly with the start and end dates of each term. Term dates can be found in the *University Calendar*. For those who teach outside of the regular term structure – that is, a compressed course, or a course straddling two regular sets of term dates (we see this in summer contracts in particular and in a couple of Faculties), check to make certain the dates accurately reflect when you will be working, including time to complete and submit grading after classes have ended.

Additionally, do a bit of math to make certain that the contact hours spent with students across those dates reflect the “standard” associated with a regular session stipend. In regular session, the standard is three contact hours with students per week per course, for usually 12-13 weeks. In a compressed course of 6 weeks duration, for example, six contact hours per week would be a normal expectation. If the combination of numbers of weeks to be worked and contact hours with students across those weeks seems to require more than the usual standard, raise this issue with your Chair, Dean, or the Faculty Association. Why? Because you would be providing more labour than that associated with a normal sessional stipend. Your labour is valuable, and uncompensated labour – that performed above the standard without compensation -- is deserving of appropriate financial recognition.

In between the dates of the contract and the course title, the contract will note your **stipend or pay** for the contract. There is boilerplate language on salary being paid in bi-weekly installments and no fringe benefits applying apart from those required by statute. Some contracts will then include the phrase “in lieu of **benefits**, 6% *has been* added to your stipend.” Other versions of the contracts will indicate the base stipend and then state 6% *will be* added to that. In some instances, the number you see reflects the 6% added on, and in others it is noted separately. It’s very important to pay attention to this. To receive the 6%, you must have already taught 12 contact hours.

Currently (2019-20), and until a new Collective Agreement is negotiated, Sessional Lecturers at:

Step 1 should receive a stipend of \$5872 (plus 6%=6224.32)

Step 2 should receive a stipend of \$6023 (plus 6%=6384.38)

Step 3 should receive a stipend of \$6175 (plus 6%= 6545.50)

This is for a three contact hour (usually 3 credit hour) course. If you are co-teaching and are responsible for one contact hour, you would divide your Step by 3 to get the equivalent of one contact hour. So, someone at Step 2 contracted for a one contact hour assignment could expect \$2007 and possibly 6% of that added on. Make sure the math on your contract is right.

Step advancement takes place after 24 contact hours have been accumulated. If you are removed from the Sessional Roster – which happens if you haven’t taught a credit course for 24 months in succession-- you retain your Step if you eventually receive a new contract, but any credits you had accumulated between your last Step increase and falling off the Roster are lost. In other words, if you were Step 2, had accumulated 12/24 new contact hours toward Step 3, but fell off the Roster, you would return as a Step 2 but will have lost those 12/24 contact hours credit.

Questions? Concerns? Be in touch with the Faculty Association at office@upeifa.ca or 902-566-6043 or 566-0699. In all instances, we are here to consult, to support, and to act.