

FALL 2011 GRUBnGAB

Changes in the 2010-2012 Collective Agreement:

I. Definitions

“Employee: all academic MRFA members including: full-time, limited-term, and part-time instructors teaching credit courses; any other person teaching a credit course; chairs; counsellors; educational developers; librarians; laboratory instructors; and those persons from time to time designated “academic staff members” by the Board. The President, vice-presidents, deans, associate deans, and others employed in a managerial capacity or in a confidential capacity in matters relating to labour relations shall be excluded.”

(see Article 1.14, pg 3)

“Part-time employee: a member of the academic staff employed by the Board pursuant to Article 4.7, 4.8, 4.10 or 4.11” (see Article 1.23, pg 4)

II. Categories of Appointments (see Article 4.1.1.6):

- Part-time
- Continuing Part-time (see Article 4.10.1.1)
“A part-time employee who has completed four (4) semesters of part-time employment within the last thirty-six (36) months shall be eligible for a continuing part-time appointment with the opportunity for reappointment. The Dean shall consult with the Chair to make decisions regarding the establishment of continuing part-time contracts.”

“the period of appointment shall not exceed twenty-four (24) months and shall commence in the Fall semester”

“A continuing part-time instructor appointment shall be for employment of no less than two hundred and forty (240) scheduled instructional course hours in an academic year, at least ninety-six (96) of which must be in the Fall Semester”

- Continuing Part-time Clinical (see Article 4.10.2)
“Continuing part-time clinical appointments shall be made in accordance with the Initial Part-time Appointment procedures as described in Articles 4.7.1, 4.7.3, 4.7.6, 4.7.7 and 4.9.2.1”

“continuing part-time clinical appointments shall be for a maximum of two (2) years with the opportunity for reappointment. The Director, School of Nursing shall consult with the Chair, Bachelor of Nursing to make decisions regarding the establishment of continuing part-time clinical appointments”

“A continuing part-time clinical appointment shall be for employment of no less than two hundred and forty (240) clinical hours in an academic year.”

- Fixed-term Part-time (see Article 4.11)

“A part-time employee who has satisfied all of the following criteria shall be eligible for a Fixed-term Part-time appointment with the opportunity for reappointment:

- i. has completed four (4) semesters of part-time employment within the last thirty-six (36) months;*
- ii. has normally taught 384 or more SICH in previous academic years (including the Spring semester);*
- iii. is projected to teach 160 or more SICH in the Fall semester;*
- iv. is at Step 4 or higher of the Part-time Employee Salary Grid in Article 13.3.”*

“A fixed-term part-time appointment shall be for employment of no less than three hundred and eighty four (384) scheduled instructional course hours in an academic year (Spring Semester included) as assigned by the Chair, at least one hundred and sixty (160) of which must be in the Fall Semester”

“Fixed-term Part-time appointed employees may accept an overload part-time contract in the fall and/or winter semester and shall be eligible to compete after all other part-time workloads have been allocated. Fixed-term part-time appointed employees who accept additional parttime contracts beyond annual 384 SICH in the spring semester do not require Dean's approval and will be allocated in accordance with their seniority standing.”

III. Memorandum of Understanding Part-time Titling

““In response to the Part-Time Faculty Task Force’s final report (April 2011), which recommended that a title for part-time faculty be established, both parties agree to establish a joint committee to study this issue and recommend a title for part-time employees”
(see MOU of page 100)

IV. Reappointment, Workload Allocation, and Initial Appointment

- Reappointment (see Article 4.8)

“All currently appointed part-time employees, and part-time employees who have held contracts with Mount Royal University within the last eighteen (18) months are eligible to apply for available contracts, subject to the projected availability of courses for the period under consideration.”

“the Chair of the academic unit shall convene a meeting to which currently employed full-time and currently appointed part-time employees, and any parttime employees who have held appointments within the last eighteen (18) months, are invited for the purpose of reviewing the criteria for re-appointment.”

“Whenever possible, the criteria shall be accepted by consensus, or if not possible, by consensus minus one employee. The Chair shall prepare a summary of the meeting and forward it to the Dean with the recommended criteria, the definition of accumulated experience and the rationales.”

“The standing committee shall review all applications and, based on the reappointment criteria, determine if the applicants are:

- eligible for reappointment;*
- eligible for reappointment with conditions;*
- ineligible for reappointment.”*

- Workload Allocation (see Article 4.9)

“The chair of the standing committee shall prepare a written summary report which contains the committee’s recommendations and submit it to the Dean for approval. In the event that a recommendation of the standing committee is not accepted, the Dean shall send a letter to the chair of the standing committee providing the reasons for the decision.”

“Once allocation is complete, initial appointments may proceed as outlined in Article 4.7.”

“Reappointed part-time employees shall schedule a student evaluation of instruction for at least one of the allocated courses.”

“The Chair or designate shall conduct a peer evaluation every 36 months.”

- Cancellation Fee (see Article 13.3.6)

“When a part-time contract for a course/section has been issued and the course/section is subsequently cancelled or reassigned, the part-time employee shall be paid a cancellation payment of 10% of the value of the cancelled course/section, unless s/he has been offered another course/section in its place.”

- Initial Appointment (see Article 4.7)

“Upon receipt of the criteria and the rationale(s) from the Standing Part-time Committee, the Chair of the academic unit shall convene a meeting to which currently employed full-time and currently appointed parttime employees, and any part-time employees who have held appointments within the last eighteen (18) months are invited to a meeting for the purpose of reviewing the criteria for initial part-time appointment.”

“Whenever possible, the criteria shall be accepted by consensus, or failing consensus, by consensus minus one. The Chair shall prepare a summary of the meeting and forward it to the Dean with the recommended criteria and rationale.”

“When neither consensus nor consensus minus one can be achieved by the department, the recommendations of the standing committee, its rationale and a summary of the meeting outlining the reasons consensus was not achieved shall be forwarded to the Dean for decision”

V. Salary

- Additional Grid Steps 5 & 6 (see page 55)

*13.3.1 (a) Hourly Rate Schedule effective July 1, 2010 – June 30, 2011 **

*13.3.1 (b) Hourly Rate Schedule effective July 1, 2011 – June 30, 2012 **

- One time payments

“Part-time faculty who are employed in either Fall 2010, Winter 2011 and/or Spring 2011 and who taught in the academic year 2009-2010 shall receive a one-time payment on the first contract in the 2010-2011 academic year, depending on the number of SICH taught in 2009-2010, as follows:

- *\$125 between 95 SICH and 143 SICH*
- *\$250 between 144 SICH and 239 SICH*

- \$375 between 240 SICH and 383 SICH
- \$500 384 SICH or higher

Part-time faculty who are employed in either Fall 2011, Winter 2012, and/or Spring 2012 and who taught in the academic year 2009-2010 shall receive a one-time payment on the first contract in the 2011-2012 academic year depending on the number of SICH taught in 2009-2010, as follows:

- \$125 between 95 SICH and 143 SICH
- \$250 between 144 SICH and 239 SICH”
- \$375 between 240 SICH and 383 SICH
- \$500 384 SICH or higher

VI. Benefits

- Eligibility for Benefits

“A part-time employee employed as an instructor who has had a minimum teaching load per semester of ninety-six (96) scheduled instructional course hours during each of the Fall and Winter semesters in a continuous twelve (12) month period shall be eligible for benefits at the beginning of appointment in the third (3rd) consecutive semester providing the part-time instructor carries a teaching load of ninety-six (96) scheduled instructional course hours or more in the third (3rd) consecutive semester, or where the third (3rd) consecutive semester is the Spring or Summer Semester, a minimum teaching load of forty-eight (48) scheduled instructional course hours.”

- Scholarship for dependents (see Article 16.7.1)

“The Board shall annually make available to the Association an amount up to \$60,000 for the purpose of providing scholarships to legal dependents, defined as spouse, child or anyone who is financially dependent on tenured, tenurable, continuing part-time working 384 SICH or more, and fixed-term part-time employees”

VII. Professional Development (see Article 18.7)

“Requests will be honoured on a first come, first served basis with a maximum of four hundred dollars (\$400) per year for part-time employees who teach three (3) or more courses, or equivalent, per academic year.”

“The first come, first served basis will be determined by the date and time the applications were received in the Dean’s office. The date and time of receipt shall be annotated on the application by the Dean’s administrative assistant.”

“An amount of four hundred dollars annually (\$400) shall be allocated from the Part-time Professional Development Fund to each employee with a fixed-term part-time appointment.”

VIII. Funding Opportunities for Service (see page 124)

GFC, FC, MRFA, etc.

IX. Workplace Environment

“The University shall make reasonable efforts, subject to available resources, to provide part-time employees with the working conditions required to fulfill their instructional responsibilities. This may include dedicated office space which may be shared), an individual e-mail account, access to a computer and telephone, instructional support, and supplies.”

(see Article 22.4)