Modification of SFUFA Bargaining Unit Members Appointments from Full-Time to Part-Time

Where a member wishes to reduce the overall level of his/her appointment the University recognizes that it would benefit from a carefully considered modification of an appointment through enhancement of staffing flexibility.

ELIGIBILITY

Any tenure-track faculty member, continuing lecturer, Senior Lecturer, or continuing laboratory instructor or continuing librarian/archivist, on his/her initiative, may submit a written request for a modification of his/her appointment under this policy. There is no presumption of a member's entitlement to have this request granted. The form of the reduced commitment requires the agreement of the member.

DEFINITIONS

"Modification of appointment" is a change from a full-time appointment to a part-time appointment.

"Nominal salary" is the salary a member would have received at any time during his/her career if he/she had retained his/her full-time appointment.

"Actual salary" is the salary received by a member whose appointment has been modified.

PROCEDURES

1. A member wishing a modification of appointment should submit his/her written application\(^1\) to the Chair\(^2\) at least 6 months prior to the date on which he/she wishes the modification to take effect.

2. The Chair will review the application in the context of the overall staffing needs of the Unit and the resources available and likely to be available to the Unit. After appropriate consultation and consideration of the impact of the change on the general functioning of the Unit, the Chair shall forward his/her recommendation to the Dean\(^3\) and shall advise the member of the recommendation and reasons.

3. The Dean shall review the recommendation and shall forward it together with his/her own recommendation to the Vice-President, Academic\(^4\).

4. The Vice-President, Academic shall review the recommendations together with supporting documentation and forward his/her recommendation to the President, who, if he/she concurs, shall forward it to the Board of Governors for approval.

OPTIONS

A member may request one of several forms of reduced commitment and one of several time periods for which the modification may be effective.

1. **Duration**

   A member may request a modified contract for a specified period of one year or more. A member may apply for an extension or continuation of the arrangement for a period of one year or more. Application must be made at least 6 months prior to the termination of the existing modified contract.
2. **Form and Level of Commitment**

Paragraphs A, B and C below present examples of three acceptable combinations of the proportion of each year involved, the form of the reduced commitment and the resulting salary provisions for tenure track faculty. Other options with other percentages and salary provisions in line with the provisions of those described in A, B and C are also possible. Modified contracts for lecturers, laboratory instructors, librarians and archivists may be in the form of a reduced commitment over a twelve month period, or a full-time commitment over a shorter period.

a. A 50% commitment running over twelve months of each year. A faculty member would have two teaching and one research semester to be determined by the Chair in consultation with the member. Salary would be 50% of the member’s nominal salary.

b. A 100% commitment over two specified semesters each year. For a faculty member, one of the semesters would be a teaching semester and one a research semester. Full teaching duties would be assumed during the teaching semester. Either the semesters would be specified at the time of the modification of contract or they would be determined by the Chair in consultation with the member year by year. Salary would be 60% of the faculty member’s nominal salary and 67% of a laboratory instructor or librarian/archivist’s nominal salary. Salary for a senior lecturer would be based on the ratio between number of contact hours assigned and a normal teaching load (30 contact hours).

c. A 100% commitment over six consecutive months. For a faculty member this would include one teaching semester of full teaching duties and a two month period devoted to scholarly activities. Either the particular six month period can be determined specifically at the time of contract modification or it can be specified by the Chair in consultation with the member each year. Salary would be 50% of the member’s nominal salary.

**GENERAL PROVISIONS**

The following provisions will apply to all members on modified contracts under this Policy.

1. During a period of the modified appointment the member will continue to hold a tenured or continuing appointment in his/her unit with all the rights and privileges associated with a normal full-time appointment, except as outlined in this Policy.

2. A member with a modified appointment may not receive the same consideration for office or laboratory space as a full-time member.

3. A member on a modified appointment is entitled to a pro-rated vacation entitlement based on the ratio between the actual salary and the nominal salary.

4. Normally, a member’s salary will be paid on a twelve month basis.

5. During the period of a modified appointment, a faculty member’s and laboratory instructor’s nominal salary will be reviewed in accordance with the respective policy A 20.01 or A 12.01, Section 8. A librarian’s/archivist’s nominal salary shall increase by one step (or the equivalent of one step where the salary is not on step) in accordance with A 12.03, Section 5. The assessment/increase will have the same proportional impact on the member’s actual salary as it would have had on his/her nominal salary had his/her contract remained unmodified.

6. A member on a reduced contract may be considered for promotion. Promotion considerations will be handled in accordance with A 11.02 for faculty, A 12.01, Section 9 for laboratory instructors and A 12.03, Section 10 for librarians/archivists. The same criteria will apply and will, in particular, relate to the member’s overall status and achievement in his/her field. However in the modification of the appointment the proportion of each year involved and the form of the reduced commitment shall be taken into account in the evaluation.

7. Members who are less than 55 years of age or who have less than ten years service will have their pension contributions based on actual salary.
Members 55 years of age and over with ten or more years service and having at least a 50% commitment will have their pension contributions based on nominal salary.

8. If a member belongs to the group which has the option of receiving a minimum formula benefit pension, then upon modification of his/her contract the minimum formula benefit and any related spousal benefit will be determined as follows:

   If he/she is less than 55 years of age and has less than 10 years service, or less than a 50% commitment, actual salary will be used.

   If he/she is 55 years of age or older and has 10 or more years service and has at least a 50% commitment, nominal salary will be used.

   Each year of service will be counted as a year of credited service regardless of the contract modification.

9. Salary during sick leave will be based on actual salary at the time of the commencement of sick leave. Long term disability benefits will be based on the actual salary (nominal salary for members 55 years of age or older with 10 or more years of service and having at least a 50% commitment) at the time the sick leave expires.

10. Basic and Optional Group Life Insurance will be based on actual salary.

11. Dental and Extended Health benefits will be maintained as for full-time members.

12. The Professional Development Expense Reimbursement will be based on the ratio between the actual salary and the nominal salary.

13. Members 55 years of age and over with ten or more years service and having at least 50% commitment shall not have tuition waiver benefits prorated. Otherwise benefits will be prorated.

14. Credit towards study leave will be earned during the period of a modified appointment at the level of the actual teaching/employment commitment, paragraph 1.2 of A 31.02 notwithstanding.

15. The "Outside Activity" provisions of A 30.04 for faculty, A 12.02, Section 15 for laboratory instructors and A 12.03, Section 13 for librarians/archivists will apply throughout the period of any modified appointment approved under this policy.

16. Holding a full-time appointment elsewhere is prohibited during the semesters/months of work, whether full or part-time.

**FACULTY PROVISIONS**

1. The manner in which teaching and research semesters will be assigned during the period covered by the modified contract (e.g. by the Chair in consultation with the member year by year, or by prior determination at the time of contract modification, etc.) will be specified in the letter offering the modified contract.

2. The faculty member will be responsible for providing appropriate supervision for his/her graduate students throughout the period of the modified appointment.

**TEACHING APPOINTMENT**

1. Credit toward the non-teaching semester will be earned during the period of a modified appointment at the level of the actual commitment.

**INTERPRETATION**
Section 14.1 of the Faculty Association Framework Agreement deals with matters of interpretation of this policy.
APPENDIX

Related Policies

A30.07 Retirement Policy
Section B Phased Retirement Options

1 At any time prior to an application being forwarded to the Board of Governors, a member may withdraw the application upon written notice to the Chair.
2 Includes Director of a School, Library Division Head or University Archivist.
3 Vice-President, Legal Affairs (for Archivists) and University Librarian (for Librarians).
4 Vice-President, Research (for Librarians).