

# Knowing your rights as a part-time instructor at Western

## **You hold, or expect to hold, a Limited-Duties Appointment to teach a course or courses at Western**

Anyone who teaches a minimum of one Full-Course Equivalent (FCE) in a given fiscal year (May 1 through April 30) automatically becomes a Member of the UWO faculty Bargaining Unit. Unless s/he explicitly opts out, s/he also becomes a Member of the UWO Faculty Association.

A copy of the current Collective Agreement covering the conditions of employment for UWOFA Members, including Part-Time Members with Limited-Duties (LD) Appointments, may be found on the UWOFA webpage at [www.uwofa.ca](http://www.uwofa.ca) under "collective agreements." The purpose of this brochure is to inform you about your rights under this Agreement.



*The University of Western Ontario*  
Faculty Association (UWOFA)



## **(Re-)Appointments**

According to the Collective Agreement, all teaching at the university is to be done “primarily” by Bargaining Unit Members, with certain specified exceptions. The criteria for hiring are (a) performance (determined on the basis of teaching evaluations), (b) experience (the number of times an applicant has taught the same or similar courses), and (c) general qualifications. Because of the eligibility requirements, by the time you become a Member of the Bargaining Unit you will already have won your first contract. If you apply for a subsequent appointment to teach the same course, as long as your performance is satisfactory you should probably get it unless another candidate has more relevant experience and/or demonstrably better qualifications or if the course has been allocated to a Full-Time Faculty Member as part of their workload. If you feel that you have been turned down for a course in favour of someone who is no better qualified than you, you should contact the Faculty Association to see if you have grounds for a grievance.

An individual may teach a maximum of four FCEs in a given fiscal year. Per-course compensation rates will be found in the Compensation Article of the Collective Agreement (see link above).

## **First Refusal Status (FR Status) and Rights (FR Rights)**

When a Part-Time Member with a LD Appointment has taught a particular course in three out of four contiguous fiscal years, s/he acquires FR Rights for the course in question. This means that s/he has the right to be appointed to teach future offerings of the course unless someone comes along who has FR Rights for the same course and longer service. A Member who has FR Status in the unit automatically gains FR Rights for any course in the unit that s/he has taught at least twice in four years. FR Rights do not carry over to offerings in different formats or to other sections of a multi-section course – these must be accrued separately. Achieving FR Status means a pay bump of about 5.5%.

## Renewable Multi-Year Limited-Duties Appointments (RMYAs)

When an Part-Time Member with a LD Appointment has taught a particular course in four consecutive fiscal years, the Collective Agreement specifies that s/he must be offered a RMYA for the course in question and, if s/he accepts, that s/he will have RMYA Status in his/her unit. (Again this means a per-course 5.2% pay bump.) A RMYA is for a minimum of two and a maximum of five years. A RMYA-holder must be given two years notice of non-renewal, which is only allowed on certain specified grounds, like non-performance or the course being cancelled for operational reasons or the course is being assigned to a Full-Time Faculty Member. This notice period may be replaced with pay in lieu. The Administration sometimes includes language in RMYA contracts that sounds like a pre-emptive notice of non-renewal. However, because these general disclaimers do not cite specific grounds, they do not meet the Collective Agreement requirements for proper notice. A person who turns down a RMYA still retains FR Rights to the course in question.

## Distance Teaching

Western offers a growing number of online courses, the majority of which are taught by Part-Time Members with LD Appointments. Outside of the Faculty of Education, these courses are typically mounted in departments but administered through Distance Studies. Distance teaching is not separately covered in the current Collective Agreement, but in 2008 the Administration and the Association clarified outstanding issues in a Letter of Understanding, a link to which may be found at [www.uwofa.ca](http://www.uwofa.ca) under “collective agreements.” Several features of the current arrangements are worth noting. Online courses are treated the same as in-class courses for purposes of appointment, compensation, and progression. A person who develops a new online course receives compensation in an amount slightly less than the stipend for teaching one section. Course creators retain copyright on the materials they produce, and have the right to teach the initial offering of the course.

## Other Entitlements

- After two years, a Part-Time Member may choose to join the Faculty Pension Plan if they meet the minimum earnings requirement. Participation is voluntary, but since the Administration contributes an amount equivalent to 8.5% of the Member's earnings, there is considerable advantage to doing so. For details go to [www.uwo.ca/humanresources/facultystaff/comp/pension/ptfaculty.htm](http://www.uwo.ca/humanresources/facultystaff/comp/pension/ptfaculty.htm)
- Part-Time Members with LD Appointments are entitled to an annual Professional Expense Reimbursement calculated on a per-course basis. For rates and eligible expenses, see the PER Article in the Collective Agreement.
- A Part-Time Member with LD Appointment who is absent from work as a result of illness or injury may collect his/her actual salary up to a maximum of fifteen calendar weeks in a twelve-month period or eight calendar weeks in any term.
- The workload for a particular course must be the same for both Part-Time and Full-Time instructors. In other words, a Part-Time instructor must be provided with the same assistance (markers, TAs, etc.) at the same enrollment as a Full-Time colleague who is teaching or has taught the same course.
- Part-Time faculty must be given reasonable access to an office, a telephone, and computer equipment. If you don't feel that the facilities provided are adequate for your needs, you should talk to the Faculty Association about it.
- Part-Time Members with a LD Appointment cannot be required to sit on committees or participate in other service activities, but may do so if they wish. If a person chooses to participate, the university is not required to provide any compensation, though special arrangements may sometimes be negotiated with department heads.
- Providing s/he is eligible for EI benefits, a RMYA Member will be entitled to Supplemental Employment Insurance Benefits during Pregnancy Leave

**Remember: The rights outlined in this brochure are YOUR rights, and UWOPA can work with you to ensure that they are respected.**