ARTICLE 17 MIDWIFERY FACULTY

17.1 GENERAL

A. The terms and conditions of employment for Midwifery faculty shall be the provisions of the current collective agreement between the Faculty Association and the Board of Governors as it applies to faculty members hired after December 31, 1992, save and except where said agreement is modified by this Article.

B. Midwifery faculty members shall not be required to reduce their financial entitlement from the University in light of any remuneration received from their work as registered midwives, except as foreseen by the limitations in Article 6.1.P of the collective agreement.

C. Midwifery faculty members will teach a proportion of the full time academic teaching load in any academic year according to their letter of appointment. The Director shall normally have a 100% FTE during their appointment.

D. For purposes of calculating periods of time for eligibility for tenure and promotion reviews, for sabbatical leave, for salary increases, and for vacation, Midwifery faculty members shall be considered full-time employees as of their date of employment with the University. Teaching and clinical terms shall be included in calculating eligibility for the above. The actual benefit level for vacation, sabbatical salary, and salary increases will be proportional to the actual workload of the individual faculty member consistent with the relevant paragraphs of this Article.

17.2 WORKLOAD PROVISIONS

A. The workload provisions as articulated in the Collective Agreement between the University and the Faculty Association, specifically, Article 10, clauses 10.11 through to 10.14 inclusive, as amended by Article 17.2 B, C, and D, shall apply to the Midwifery faculty in the Midwifery Education Program (“MEP”).

B. Midwifery faculty members will be hired by the University at 50% (0.5 FTE), at 75% (0.75 FTE) or at 100% (1.0 FTE) of a full-time position. Midwifery faculty members will maintain a midwifery practice sufficient to qualify for, and to maintain, current registration with the College of Midwives or another midwifery professional regulating body (subject to the Dean’s recommendation and the approval of the Vice-Provost, Faculty Affairs). Midwifery faculty members hired into a 0.75 FTE position will normally either be responsible for Preceptor Education and Development in addition to a 50% teaching load or have a teaching load of 75% of the departmental norm. Midwifery faculty members who are hired into a 0.75 FTE or 1.0 FTE position who are expected to teach midwifery-specific subject matter must demonstrate having maintained the equivalent of at least five years of full-time active midwifery practice at the time of hire

C. Postings for tenure-stream faculty positions will specify whether the position sought is a 0.5 FTE, 0.75 FTE or a 1.0 FTE. If the MEP is allocated a 0.5 FTE position or a 0.75 FTE position by the Dean, the posting must specify a 0.5 FTE or 0.75 FTE position. If the MEP is allocated a 1.0 FTE position by the Dean, that posting can specify that the position can be either one 1.0 FTE position or two 0.5 FTE positions, subject to approval by the Dean.

D. Subject to the approval of the Dean of Community Services, Midwifery faculty hired at 0.5 FTE may be offered and may accept to work 60% of a full-time position, averaged over a full rotation cycle, selecting the workload option described below, consisting of a teaching rotation and a clinical rotation. Within this context a teaching term or teaching rotation refers to Midwifery faculty members focusing on discharging their duties and obligations as set out in the Workload Provisions, Article 10. A clinical term or clinical rotation refers to Midwifery faculty members focusing their activities on their respective clinical practices.

E. Where faculty members volunteer to teach courses beyond their allocated teaching workload, the overload provisions as set out in MOU-12 apply. Notwithstanding the aforementioned, in the specific context of clinical practice courses within the MEP, where tenure stream faculty members are unavailable for teaching, or existing tenure-stream positions are temporarily vacant, with the agreement of the faculty member(s), the Director of the MEP may request from the Dean a time-limited increase of the FTE of existing faculty members currently either at 0.5 FTE or 0.75 FTE in order to teach such clinical practice courses, instead of seeking approval for LTF allocations. It is understood that such an increase in FTE will only be approved where there are no other available options within the tenure stream faculty**.**

17.3 ROTATION OPTION

A. Midwifery faculty may alternate one year (three teaching terms) of full time teaching, pursuant to the provisions of Article 10 (Workload), Mode II, and one year (three teaching terms) of full time clinical practice.

B. When on clinical rotation, 1 day of every week will be available for University work, pursuant to the provisions of Article 10 (Workload), Mode II.

C. When on teaching rotation, 1 day of every week will be available for clinical work (practice meetings, prenatal and postnatal appointments etc.).

D. One out of three teaching terms will be devoted to scholarly, research or creative activity.

E. Article 10.12.B.6. shall not apply.

17.4 SALARY

A. For Midwifery faculty on approved rotation, salary will be paid as follows:

1. a) 100% of salary (1.0 FTE) during the year the Midwifery faculty member teaches full time at the University; and,

   b) 20% of salary (0.2 FTE) during the clinical practice year.

   c) The pay cycle shall be the cycle normally applicable to other Faculty Association members.

2. For employment insurance purposes the parties agree that a 35 hour work week shall be deemed to constitute a full work week for individuals teaching a full load. Further, for individuals who work a percentage of a full load (reduced workload) the 35 hour work week shall be reduced accordingly by the appropriate percentage for employment insurance purposes only.

3. Salary increases shall be in accordance with the processes applicable to other Faculty Association members, with actual salary paid pro-rated according to the percentage workload undertaken and approved.

4. Salary paid to a faculty member on approved sabbatical leave shall be calculated in respect of all years contributing to the faculty member's entitlement based on the average of proportional workload during the qualifying period leading up to the sabbatical leave.

17.5 BENEFITS AND PENSION

A. With respect to benefits, Midwifery faculty in the Midwifery Education Program shall participate in the benefits package that is available for faculty members as outlined in the collective agreement between the Faculty Association and the University. Specifically, the parties recognize that:

1. Salary related benefits shall be pro-rated according to the percentage workload undertaken and approved.

2. Participation in the Toronto Metropolitan University Pension Plan is a mandatory condition of employment. The Midwifery faculty member shall contribute to the Pension Plan on the basis of actual salary paid, according to the rules of the Plan. Service credits in the Pension Plan shall also be adjusted accordingly, that is pro-rated according to percentage of actual salary paid relative to the full notional salary.

3. The Pension Plan shall be financed according to the rules of the Plan document and the employment insurance shall be financed as provided by the relevant regulations/legislation, and the other benefits shall be financed entirely by the University except Private Accident Insurance which shall be financed entirely by the individual Midwifery faculty member.

17.6 VACATION

For every three (3) terms, Midwifery faculty in the Midwifery Education Program will be entitled to 5 weeks vacation, normally to be taken within the span of every three teaching terms. Such vacation shall normally be taken during a non-teaching term of their teaching year. Following the completion of twelve years of service, this entitlement shall be increased to six weeks. It is understood that the five and six week periods do not include those periods when the University is closed.

17.7 GRIEVANCES

Except as provided in 17.2 and 17.3, Workload Provisions, above, Midwifery faculty may grieve other matters pursuant to the Faculty Association Collective Agreement, Article 9 (Grievances).

17.8 REDUNDANCY AND LAY-OFF

A. Redundancy and Lay-Off

1. The provisions of Article 22 (Financial Exigency), Article 23 (Redundancy), and Article 24 (Layoffs), shall apply to Midwifery faculty except in the event that the government funding is withdrawn, in whole or in part, from the University as it relates to the funding of the Midwifery Program. In such an event, the Midwifery Program shall be closed or reduced at the sole discretion of the University.

2. Further to paragraph 1 above, in cases where the government funding is withdrawn, in whole or in part, from the University as it relates to the funding of the Midwifery Program, and the University decides to close or reduce the Midwifery Program, and such action results in layoffs of affected Midwifery Faculty it is understood that such layoffs are not as a result of a confirmed financial exigency or a Program Redundancy. Therefore, in such cases, the provisions of Article 22 (Financial Exigency), and Article 23 (Redundancy) of the Collective Agreement do not apply. In such cases, only the notice, severance, recall rights and ‘benefits during recall’ provisions found in Article 24 (Layoffs), shall apply to affected Midwifery Faculty.