

A G R E E M E N T

between

The Board of Governors  
Ryerson Polytechnical Institute

and

The Ryerson Faculty Association

July 1, 1976 to June 30, 1977

ARTICLE I

DEFINITIONS

AGREEMENT	is the collective agreement negotiated between the Board and the Association as agents for the Faculty.
ASSOCIATION	is the Ryerson Faculty Association.
BOARD	is the Board of Governors of Ryerson Polytechnical Institute.
CHAIRMAN	is the Chairman of a department and is appointed by the Board.
DEAN	is the Dean of a division and is appointed by the Board.
FACULTY	the term Faculty includes all full-time instructors as agreed between the Association and the Board; Assistant or Vice-Chairmen, Chairmen, Deans and the Vice-President; and other full-time instructors who are or have been appointed to supervisory or academic administrative positions.
INCREMENT	is the annual salary increase awarded to a Faculty member for satisfactory performance under this agreement.
INSTITUTE	is Ryerson Polytechnical Institute.
LIMITED CONTRACT (TEMPORARY) FACULTY	for the purpose of this agreement the term limited contract (temporary) Faculty includes those instructors hired for a specific purpose for a defined time, normally one year.
MINISTER	is the Minister of Colleges and Universities of Ontario.
PRESIDENT	is the President of Ryerson Polytechnical Institute.
VICE-PRESIDENT	is the Vice-President Academic of Ryerson Polytechnical Institute.

NOTE: In this Agreement, where the context demands, the masculine gender shall connote the feminine.

A R T I C L E II

Terms of Agreement

A. GENERAL

1. This Agreement will come into force on July 1, 1976, superseding the Agreement previously in force, and is to be in force until June 30, 1977. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.
2. A committee representing the Board and a committee representing the Association shall meet at the request of either party to discuss matters of mutual concern.
3. The Agreement may be altered before the date in Article II, Section A., 1, only by the mutual written consent of the Board and the Association.
4. Except as otherwise provided in this Agreement, either party to the Agreement may serve notice on the other by March 1, 1977, of its desire to negotiate changes in this Agreement. Representatives of the parties shall commence negotiations within fourteen days of such notice.

B. CONCILIATION

1. At any time after fourteen days from the commencement of negotiations, either party may request the services of a conciliator appointed by the Ontario Minister of Labor, who will endeavour to resolve the outstanding issue(s).
2. In the event that no agreement is reached through the services of the conciliator, he will advise the chairmen of both negotiating committees before withdrawing his services.
3. All costs of conciliation proceedings will be shared equally by the Board and the Association.
4. By mutual agreement between the parties, the provisions of section B may be waived.

C. ARBITRATION

1. If after seven days from the withdrawal of the conciliator, or from the time of agreement not to seek conciliation, an Agreement has not been reached, arbitration is automatically invoked. Each party will prepare for the arbitrator a statement of the unresolved issue(s), along with a statement of the issues already tentatively agreed, and a copy of the previous Agreement.
2. If after seven further days the parties have been unable to agree on an arbitrator, the briefs prepared in Section C., 1 above will be passed to

the Minister with the request that he appoint/provide an arbitrator within fourteen days. The decision of the arbitrator on the issue(s) involved will be final and binding on both parties, and together with the previously agreed issues will constitute the new Agreement.

3. All costs of arbitration proceedings will be shared equally by the Board and the Association.

#### D. MEMBERSHIP IN THE ASSOCIATION

1. All members of the Faculty shall automatically, as a condition of employment, become and remain members or Associate members of the Association, as provided in the By-laws of the Association.

2. The Board will provide the Association with a list of Faculty members by October 1, and will provide a list of changes in Faculty members monthly thereafter.

3. The Board agrees to deduct the Association fees each month from the salary of each Association member, and to deduct the initiation fee from the first month's salary of each new member.

### A R T I C L E   I I I

#### Staffing

##### A. DEPARTMENT APPOINTMENTS COMMITTEE

1. Each Chairman shall establish annually a department appointments committee (DAC) of at least three members as follows:

- the Chairman or his agent
- one regular Faculty member elected by the full-time Faculty
- one regular Faculty member appointed by the Chairman.

2. Where a larger DAC is appropriate, further regular Faculty members shall be added in the ratio of one elected to one appointed member so that the number of appointed members does not exceed the number of elected members.

3. The composition of the DAC shall be reported to the Vice-President and to the Association annually.

4. The duties of the DAC shall be as set out in this Article.

## B. APPOINTMENTS

### 1. Probationary Faculty

- (a) Each successful applicant will normally have a relevant Master's degree and work experience. Applicants with less than a Master's degree but sufficient relevant work experience will also be considered. Relevant academic and work experience beyond the minimum will be recognized by an appropriate number of increments above the minimum salary, to be recommended by the DAC and agreed by the applicant and the Dean.
- (b) Each new Faculty member is appointed to the probationary Faculty by the Board on recommendation of a Dean. The appointment will be recommended by the DAC.
- (c) In each semester of the probationary period the Faculty member shall be assessed for teaching competence by three different members of the DAC, at least one of whom is an elected member; each will submit to him, with a copy to the Dean, the Chairman, and the Secretary of the Association, a letter of constructive criticism. Where possible, at least one assessor will be a regular Faculty member in the probationary member's field of knowledge.

### 2. Regular Faculty

- (a) During the first term of the third year of service each probationary Faculty member will be reviewed by the DAC for teaching competence and acceptability as a regular Faculty member. Results of student evaluations will be available to the DAC also.
- (b) By the end of the first term of the third year, the Dean, after considering the report of the DAC will either (i) transfer the member to regular Faculty, or (ii) refuse to transfer the member to regular Faculty, giving reasons in writing. In the latter case, the member's employment will cease at the end of the academic year. Should the member disagree with the Dean's decision he has recourse to the Appeals Procedure.

### 3. Limited Contract Faculty

Limited Contract Faculty may be hired to replace Faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. The terms of each such appointment will be reported to the Association.

### 4. Supervisory Faculty

- (a) A regular Faculty member who assumes academic administrative duties will normally return to his department at the expiration of his term.

- (b) A person without previous teaching experience in the Institute who is appointed to an academic administrative post and who subsequently leaves that post may be appointed to the teaching Faculty by the Dean on the recommendation of the DAC, subject to the approval of the Board.

#### C. TITLES

1. The title Lecturer will normally be given to a new Faculty member.
2. The title Professor will be given to a Faculty member who has five years' satisfactory service at Ryerson.
3. The title Professor will also be given to a Faculty member with five years' satisfactory teaching experience at the post secondary level, on the recommendation of the DAC.

#### D. RESIGNATIONS

1. In the first four months of employment, a Faculty member may resign on one month's written notice.
2. Thereafter, three months' written notice is required.
3. Resignation by a Faculty member must be in writing, addressed and delivered to the Chairman of his Department.

#### E. DISMISSALS

1. A decision to recommend to the Board the dismissal of a Faculty member is made by a Dean after consideration of the recommendation of the DAC.
2. Probationary Faculty
  - (a) In the first four months of employment, a Faculty member may be dismissed with one month's written notice, or one month's pay in lieu of notice.
  - (b) In the remainder of the probationary period, a Faculty member may be dismissed with six months' written notice, or six months' pay in lieu of notice.
  - (c) Neither notice nor pay will be necessary in cases of theft or other gross misconduct.
3. Regular Faculty

A regular Faculty member may be dismissed only for:

- (a) incompetence or persistent neglect of responsibilities as defined in Article VI with six months' written notice. Six months' pay in lieu of notice may be given when the welfare of the students may be jeopardized by his continued presence in the classroom, or by mutual agreement between the Faculty member and the Board.

(b) theft or other gross misconduct; neither notice nor pay will be necessary.

#### F. FACULTY REDUCTIONS

1. The first duty of the Institute is to ensure that its academic priorities remain paramount, particularly in regard to the quality of learning. When faced with financial constraints, the Institute must ensure the primacy of its educational functions. It is recognized that any personnel reductions in the Institute would be a measure of last resort in solving budget difficulties.
2. Should Faculty reduction be necessary for any reason, every effort will be made to assign regular Faculty members to other teaching duties in the Institute. In such instances, seniority and ability shall be prime considerations. Consideration will be given to retraining of Faculty members to adapt them to an available position within the Institute.
3. The Institute will utilize where possible normal retirements, voluntary early retirements, and leaves of absence to ameliorate the effects of redundancy.
4. Situations of faculty redundancy shall be identified by the Vice-President in consultation with the Deans. The Dean of a division, in which a redundancy has been identified, shall notify all faculty within his division of that situation. A committee shall be struck immediately, consisting of the Dean of the division, the Chairman of the department affected, and the President of the Association. This Committee will seek to establish employment opportunities to offset the effect of departmental redundancy following the principles that faculty members should be allocated the teaching loads that are taught, or are planned to be taught, by other than regular or probationary faculty members, and that faculty members should be considered for available non-teaching positions in the Institute. The following sequence of priorities shall be followed:
  - (a) seeking teaching opportunities elsewhere within the department (day and/or evening),
  - (b) seeking teaching opportunities elsewhere within the division (day and/or evening),
  - (c) seeking teaching opportunities elsewhere within the Institute (day and/or evening),
  - (d) seeking non-teaching employment opportunities within the Institute, consistent with regular Institute hiring procedure.
5.
  - (a) If the Committee in paragraph 4 is successful in finding a potential teaching opportunity outside the affected department, the DAC of the department with the redundancy situation will meet with the DAC of the department in need of expertise and the President of the Association.

- (b) If the DACs and the President of the Association agree that the available expertise is adequate for the available teaching load(s), they will recommend to the Deans involved willing and acceptable personnel of the department with the identified redundancy, to teach the available load(s).
- (c) A faculty member who is assigned courses in another department to avoid redundancy will remain a member of his original department unless transfer is arranged by mutual agreement of the receiving department and the individual faculty member.
- (d) If the available expertise is not considered completely adequate for any potential teaching opportunity, the Committee in paragraph 4 will recommend to the Vice-President that a particular person or persons in the affected department undertake retraining during a specified time in a needed area of expertise, at the earliest opportunity. In this case the Institute will make every reasonable effort to facilitate this limited retraining.

6. In the event that the aforementioned efforts do not resolve the redundancy situation, the Chairman of the affected department and Dean will determine which faculty member(s) of the affected department is (are) to be laid-off. The affected member(s) shall be notified as soon as possible, and in no case later than six months before the date of lay-off, which shall be August 31st in all cases.

7. Within three years of being laid-off, the former faculty member shall be offered, by registered mail, the first available faculty appointment in his former department in a field in which his expertise can be used. Where more than one faculty member has been laid-off from the department, offers shall be made to former faculty in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the former faculty member to fulfil his current employment obligations. An offer made to a former faculty member under this paragraph, but refused by him without compelling grounds, extinguishes all rights under the provisions of this paragraph.

8. During the three years following the date of lay-off, a former faculty member shall be notified, by registered mail, of all full-time teaching positions which become available in departments other than his former department, and which have not been filled by former faculty entitled to these positions under paragraph 7. The former faculty member, should he apply for such a position within 21 days of mailing date, shall be interviewed by the appropriate DAC for the available position. This shall take place before any general advertisement of the position(s) is undertaken.

#### G. RETIREMENT

A Faculty member shall retire normally on August 31st following his 65th birthday.



A R T I C L E   I V

Breaks and Extension

For Faculty members the period for study, course preparation and related work, and vacation will not be less than two, and not more than three, consecutive months in any twelve months of employment, the precise period to be at the discretion of the Chairman and two administrators senior to him.

Faculty members will not be required to teach more than two terms in any twelve-month period.

Unless agreed to as a special condition at the time of employment, teaching after six p.m. and on Saturday will be on a voluntary basis. The terms and conditions of each such appointment will be made available to the Association.

A R T I C L E   V

Leaves of Absence

A. EXTENDED LEAVES OF ABSENCE

1. General

The Board and the Association mutually agree that the taking of leaves of absence by members of the regular Faculty for the purpose of academic refreshment or expansion of experience is to the benefit of the Institute and its students. Therefore, the Board agrees to grant a Faculty member a leave of absence depending on such factors as length of service, availability of alternative instructors, and the priority of the need in each case, subject to the following:

- (a) the Faculty member must apply in writing to the Board through his Chairman at least eight months prior to the beginning of the semester in which he plans to start his leave, with a tentative agreement to be reached between the two parties within a month of application. A firm, written, final agreement between the member and the Board shall be reached four months prior to the requested date of commencement of leave.
- (b) the purpose of the leave shall be for experience approved by his Departmental Council, and the Ryerson Academic Council.
- (c) where the length of the leave is twelve months or less, the Faculty member will be expected to return to active employment as an instructor at the end of his leave. However, this does not preclude a renewal of leave by mutual agreement between the Faculty member and the Board, subject to conditions A.1.(a) and (b) above.

- (d) The Faculty member's entitlement to increment will not be interrupted.
- (e) The Faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, hospital, dental, extended health, and Group Life Insurance benefits.

## 2. Leaves with Pay

- (a) A Faculty member will normally be eligible for a one-year leave with pay at 60 per cent of his normal active employment salary, following six years' service from commencement of employment or return from paid leave, 70 per cent after seven years, 80 per cent after eight years and 90 per cent after nine years. Both service criteria and salary while on leave may be adjusted by mutual agreement between the Board and the Faculty member. For the purposes of this paragraph "service" will not include periods of "leave without pay".
- (b) A Faculty member on paid leave may receive outside remuneration up to the difference between his salary while on leave and his normal salary. If greater outside remuneration is received his entitlement from the Institute will be reduced by one-half the excess.
- (c) In recognition of the facts that the above provisions will make a paid leave feasible for a large number of present Faculty members, that quality of teaching must not suffer, and that the demands imposed by the new status must be met, the Institute will not be able to grant such leave to more than fifteen per cent of the members of any one department at any given time. Departments with fewer than seven members will be given special consideration.
- (d) In addition to the benefits covered above, the Faculty member on leave must contribute to his pension based on salary while on leave, and will continue to be covered by the Salary Continuation and Disability Protection Plan. In the case of disability the benefit will be 75 per cent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.

## 3. Leaves Without Pay

- (a) Where a Faculty member is deemed ineligible for leave with pay, but where the Board recognizes that leave will enhance the Faculty member's potential value to the Institute, he may be granted leave without pay subject to the exigencies of the service.
- (b) The Faculty member on leave without pay is not eligible to contribute to the Pension Plan, or to participate in the Long Term Salary and Disability Protection Plan. He will be eligible to continue his Group Life Insurance at the rate in effect immediately prior to the commencement of leave.

- (c) The cost of participation in the available benefits will be paid entirely by the Faculty member quarterly in advance. Upon his return to active employment, the Institute will refund that portion of the premiums which it would normally have paid had the Faculty member been in active employment.
- (d) Association dues will be paid by the Faculty member directly to the Association.

## B. SPECIAL LEAVES

1. A short leave of absence with pay may be granted by the Board for compassionate reasons.
2. Recognizing that a Faculty member may be unable to fulfill her teaching commitments due to maternity leave of absence conflicting with the semester, it will be necessary therefore for her to withdraw from her instructional duties during the whole semester in which she is due. Maternity leave, without pay, will be arranged consistent with the "Employment Standards Act" (Ontario) (see Appendix C). However, other employment within the Institute will be made available at her regular salary.
3. The Board may allow time off and/or may financially assist Faculty members who wish to take short courses of a specialized nature approved by the Board, or to attend annual meetings of professional societies approved by the Board.
4. Political Leave

Members of the academic profession ought to be as free as the members of any other profession to choose to enter public life. There is an obligation upon Ryerson as an institution to see to it that no impediments are placed in the way of a member of the academic staff with a desire to enter public life. Some members of the academic community can make worthwhile contributions to political life, and this fact should be recognized.

- (a) A Faculty member who is considering becoming a candidate for public office shall consult with the Chairman of his Department about the effect of his political candidacy on the academic welfare of the Department, bearing in mind (a) his short-term absence during the campaign period; (b) his possible long-term absences; and (c) the possibility of his continuing some academic duties on a part-time basis if the demands of his public service permit. If the Chairman of his Department or the Dean of his Division objects to his candidacy he shall state the grounds of his objection both to the prospective candidate and to the Dean or the President. No Chairman or Dean, while such, shall become a candidate for public office.
- (b) If there is no objection to the candidacy, the Faculty member shall be entitled to leave of absence with full salary during the campaign for election upon the following basis:
  - (i) for election to the Parliament of Canada: leave for the equivalent of one month;

- (ii) for election to the Legislature of Ontario: leave for the equivalent of one month;
- (iii) for election to a Municipal Council, Commission, or Board: leave for the equivalent of five days;
- (iv) for election as Mayor of a Municipality or Chairman of the Metropolitan Toronto Council: leave for the equivalent of ten days.

The period of leave in each case need not be taken on consecutive days or necessarily in whole days. This entitlement shall apply to the candidate's first and second campaigns, but to none thereafter, except that where he is defeated in his first candidacy and elected on his second, he may claim the same entitlement if he is a candidate at the next succeeding election.

- (c) If the Faculty member is elected he shall, while serving in the office to which he has been elected, if he holds an appointment other than a sessional appointment, be entitled to leave of absence upon the following basis:
  - (i) Parliament: leave of absence without salary for a period up to five years;
  - (ii) Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary;
  - (iii) Municipal Council, Commission or Board: leave of absence for attendance at sittings of the Council, Commission or Board, subject to a pro rata reduction in salary, if significant;
  - (iv) Mayor of a Municipality or Chairman of the Metropolitan Toronto Council: leave of absence without salary.
- (d) During the extended leave, the Faculty member shall have all the normal rights of members on leave of absence.
- (e) If a member of the Ryerson Faculty, whether serving as such or on leave granted to him on election to Parliament or the Legislature, is appointed a Minister of the Crown, he will be expected to resign his Ryerson post.
- (f) Arrangements involving full-time leave of absence normally shall hold for one term of public service or five years \*, whichever is the longer. If the Faculty member continues to serve after the five-year period, then he will be expected to resign his Ryerson post. If thereafter, he wishes to return to Ryerson, his appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part-time leave of absence may be renewed beyond the five-year period so long as the duties of the Faculty member to Ryerson do not suffer.

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\* This five years is a somewhat arbitrary estimate of the period after which the Faculty member may be considered to have entered the political profession fully and the period after which he may be sufficiently out of touch with his field to warrant his having to be reinstated by the normal method of entry to the Faculty.

- (g) After the expiry of his term of public service, the Faculty member, if he has not resigned from Ryerson in accordance with the provisions of (f), shall return to Ryerson and it shall be incumbent on the Chairman of his Department to arrange his program so as to facilitate his return to full academic effectiveness.
- (h) These conditions shall not preclude the possibility of making other mutually acceptable arrangements.

## A R T I C L E VI

### Obligations

#### A. JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD

- 1. The Association and the Board acknowledge that the primary aim of the Institute is the education and development of students. Working conditions, contract arrangements, salary schedules, office furnishings, equipment and supplies, and budgets must all be judged in relation to the educational aims of the Institute.
- 2. The Association and the Institute agree to work together in resolving questions arising out of this Article.

#### B. OBLIGATIONS OF THE BOARD

- 1. The Board acknowledges the primary responsibility of providing an administrative structure and climate in which effective teaching may take place.
- 2. Toward this end, members of the Faculty will be given a maximum of academic freedom consistent with the operation of their Departments and every possible encouragement to experiment with new teaching methods and techniques. Every possible opportunity will be provided for personal academic growth and development. Changes affecting the Faculty will be made only after consideration of, and discussion with, those involved, and after adequate notice has been given to them. Every attempt will be made to respect the dignity and integrity of the members of the Faculty and to provide an administrative climate in which members of the Faculty may function as responsible persons.

#### C. OBLIGATIONS OF FACULTY MEMBERS

- 1. The Faculty members acknowledge their primary professional concern for students.
- 2. In the classroom every attempt will be made to create an atmosphere in which students may learn.

3. Each Faculty member agrees to maintain his professional competence in his own discipline and to acquire and maintain reasonable pedagogical competence. He will try to stimulate intellectual curiosity and enthusiasm for learning. He will avoid anything which will damage the self-respect of those he meets in class.

4. Faculty members acknowledge a responsibility to the Institute and to each other, insofar as this is necessary to serve students.

5. Faculty members agree to display a sense of responsibility for the facilities of the Institute; to maintain punctually their teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; to obtain the permission of the Chairman before undertaking any employment outside the department during the academic year; and to inform the Chairman when they are about to engage in a major course of study.

6. Faculty members will not criticize other Faculty members or Staff members to students; will not encourage or solicit criticisms of colleagues from students; and will not discuss their grievances with students.

## A R T I C L E VII

### Appeals

#### A. GROUND S

1. Any dispute over matters arising from the administration of the Agreement, including those listed below, must be settled by the appeals procedures set out in Sections B, C and D of this Article:

- (a) Denial of Annual increment;
- (b) Dismissals;
- (c) Demotions or reclassifications;
- (d) Decreases in pay or allowances;
- (e) Forced resignations or non-transfer to regular Faculty;
- (f) Matters affecting personal integrity and/or the dignity of the teaching profession (as defined in Article VI);
- (g) Other differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

#### B. INITIATION

An appeal will be initiated by the Association Appeals Committee or the Association executive when an aggrieved person or group of persons has exhausted all the usual means of settling a difference up to and including referring the matter to the Vice President.

C. PROCEDURE FOR REGULAR FACULTY

1. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the cause for the appeal the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Association Appeals Committee and Secretary of the Board. The ten-day period referred to in this section will commence at the time of referral of the matter to the Vice-President as required in Section B of this Article.
2. Within fourteen calendar days of this submission, the Association Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to try to settle the difference.
3. If, within fourteen calendar days of the first meeting between the President and the Association Appeals Committee, no satisfactory settlement is reached, the Chairman of the Association Appeals Committee will notify immediately thereafter the Secretary of the Board.
4. Within fourteen calendar days of this notification, a committee of the Board will meet with the Association Appeals Committee to attempt to work out a settlement.
5. If, within fourteen calendar days of the first meeting between the Board committee and the Association Appeals Committee, no mutually satisfactory agreement is reached, proceedings for arbitration are to be taken by joint application in writing to the Minister.
6. Within twenty-one calendar days of the failure to reach agreement, the Minister will be asked to name an official Arbitrator acceptable to both parties.
7. The decision of the Arbitrator will be final and binding on all parties.

D. PROCEDURE FOR PROBATIONARY FACULTY

1. The appeal will be dealt with by an ad hoc Appeal Board consisting of three members of the Ryerson academic community, all of whom shall be employees of the Board, and shall have no direct knowledge of, or interest in, the matter in dispute.
2. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the cause for the appeal the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Secretary of the Association, and Chairman of the Association Appeals Committee. The ten-day period referred to in this section will commence at the time of referral of the matter to the Vice-President as required in Section B of this Article.

3. Within ten regular working days of the above submission the President and the Association executive will each appoint one member of the Appeal Board. The names of these appointees will be communicated to the Chairman of the Association Appeals Committee.

4. Within five regular working days of the last of these two appointments being made, the two appointed members will agree on a third member who shall be chairman of the Appeal Board. The final make up of the Appeal Board will be communicated to the aggrieved member, the President, the Secretary of the Association and the Chairman of the Association Appeals Committee.

5. Within ten regular working days of the appointment of its Chairman, the Appeal Board shall:

- (a) be provided with copies of the submission referred to in D 2 above, by the Chairman of the Association Appeals Committee,
- (b) meet to settle procedure, and
- (c) commence deliberations.

6. As expeditiously as is consistent with justice the ad hoc Appeal Board shall render its decision in writing to the Faculty member, with copies to the Chairman of the Association Appeals Committee, the Dean, and the Vice-President.

7. The decision of the ad hoc Appeal Board is final.

#### E. GENERAL

1. All time limits specified in this Article are subject to extension by mutual agreement.

2. The terms Chairman, Dean, Vice-President and President include Acting Chairman, Acting Dean, Acting Vice-President for the purposes of this Article.

3. These procedures, with appropriate variations, are available to the Board or its representatives.

### A R T I C L E VIII

#### Teaching Workload

A. Assigned teaching and related work will not exceed 50 hours per week during the academic term, as measured by the aggregate of the following factors:



1. Academic Course Hours

- (a) Faculty members will teach from 12 - 18 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students. In special teaching situations, such as studio, clinical, or team-teaching, the above limits may be altered by agreement between the Instructor and the Chairman. The terms of each such agreement will be made available to the Association. Starting January 1, 1975 the sum of academic course hours in the Winter and following Fall semesters will not exceed 33 for any Faculty member.
- (b) Teaching after 6 p.m. and on Saturday.  
An Instructor who teaches an academic course hour after 6 p.m. or on Saturday will be credited with 1 1/2 academic course hours.
- (c) The daily teaching span will be seven hours, including a meal period. However, with the agreement of the Chairman, an Instructor may extend the teaching span to ten hours to achieve a four-day work-week.

2. Course Preparation Hours

- (a) For the first section of a new course, or a course not taught by the Instructor in the previous 3 years, 3 preparation hours for each academic course hour.
- (b) For the first section of a course taught within the previous 3 years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.
- (c) For each additional section of a course in either (a) or (b) above, 1/3 preparation hour for each academic course hour.

3. Academic Counselling Hours

- (a) For academic advisement and individual instruction - one counselling hour per week for each 20 students in each course taught.
- (b) Each Instructor will schedule at least five such hours per week, and post the schedule for the information of students.

4. Student Evaluation Hours

For marking assignments, assessing student performance on tests and examinations, and developing evaluation techniques, one evaluation hour per week for each fifteen students in each course taught.

5. Curriculum Development

- (a) Before a Faculty member undertakes to design a new course, or revise an existing course, the Instructor and the Chairman will agree on the amount of time to be allowed for the task, on an hour-for-hour basis.

- (b) The amount of time so allowed will be deemed to be distributed evenly over the academic term for purposes of this Article only.

6. Special Assignments

- (a) Before a Faculty member undertakes a special assignment, such as committee work, course co-ordination or a research project, he and the Chairman will agree on the amount of time to be allowed for the assignment, on an hour-for-hour basis.
- (b) The amount of time so allowed will be deemed to be spread evenly over the academic term for the purposes of this Article only.

B. Registered enrollment in each class or section will not exceed 36 students. However, with the agreement of the instructor, a Chairman may combine classes or sections, provided effective teaching is not prejudiced thereby.

C. With the approval of the Chairman a regular Faculty member who has embarked on a program of professional improvement may accept a decreased teaching load at the Institute with a proportionate reduction in salary.

D. A regular Faculty member may be granted up to a one-third reduction in teaching load, with a proportionate reduction in salary, provided that:

- 1. the request is made to the Chairman six months in advance;
- 2. the reductions will be effective for one academic year;
- 3. the Chairman is able to make suitable arrangements to cover the remaining teaching load.

A R T I C L E IX

Benefits

A. MEDICAL AND HOSPITAL INSURANCE

The Board assumes 100 per cent of the cost of premiums paid through the Institute by Faculty members for:

- 1. Current standard hospital and medical coverage.
- 2. Extended health care coverage.
- 3. Semi-private hospital coverage.

B. GROUP LIFE INSURANCE

- 1. The Board assumes 100 per cent of the cost of premiums paid for a group life insurance policy with face value of 2 times annual salary as detailed in the Master Contract Group Life Policy G-3594 with the Mutual Life Assurance

Company of Canada. Faculty members on staff at July 1, 1968, and not joining this plan at its inception must provide medical evidence of insurability when applying at a later date. For those joining the Faculty after June 30, 1968, participation in this Group Life Plan is a condition of employment.

2. The Board assumes 70 per cent of the cost of premiums for a further group life policy of face value 2 times annual salary as detailed in the Master Contract Group Policy 12249 with the Mutual Life Assurance Company of Canada. Faculty members on staff at January 1, 1975, and not joining this plan at its inception must provide medical evidence of insurability when applying at a later date. For those joining the Faculty after December 31, 1974, participation in this Group Life Plan is a condition of employment.

### C. PENSION PLAN

Holders of Ontario teaching certificates are required to contribute to the Ontario Teachers' Superannuation Fund. All others classified as full-time Faculty members will contribute to the Ryerson Retirement Pension Plan.

Both plans are integrated with the Canada Pension Plan. The member's contribution at the present time is six per cent of regular salary. The regulations covering each of these plans are part of this Agreement.

The Board agrees to continue the guarantee involving all former civil servants.

### D. SALARY CONTINUATION AND DISABILITY PROTECTION

1. On or before September 1, 1969, each full-time Faculty member of the Institute was requested to indicate in writing by October 1, 1969, whether he wished:

- (a) to continue to participate in the Sick Leave Credit and Gratuity Plan, as described in Appendix A; or
- (b) to receive a cash entitlement for the Sick Leave Credit and to participate from September 1, 1969, in the combined Salary Continuation and Disability Protection Plan, all as described in Appendix B.

2. Any eligible Faculty member who failed to indicate his choice by October 1, 1969, was deemed to have chosen to continue his participation in the Sick Leave Credit and Gratuity Plan. Such eligible Faculty member may subsequently elect to receive a cash entitlement for the Sick Leave Credit and to participate in the combined Salary Continuation and Disability Protection Plan under the conditions set out in Section 8 of Appendix B.

3. Each full-time Faculty member engaged on or after September 1, 1969 is required, as a condition of employment, to participate in the Salary Continuation and Disability Protection Plan described in Appendix B.

E. TRAVEL INSURANCE

The Board will provide insurance protection covering death or dismemberment in the amount of \$50,000 for all Faculty members while they are travelling on Institute business at no cost to the Faculty member.

F. DENTAL INSURANCE

The Board assumes 100 per cent of the premium cost of a Dental Plan as detailed in the Master Contract Policy 11927-R with the Mutual Life Assurance Company of Canada. Faculty members on staff at September 1, 1974, and not joining this plan at its inception may be required to provide dental evidence of insurability when applying at a later date. For those joining the Faculty after August 31, 1974, participation in the Dental Plan is a condition of employment.

ARTICLE X

Salaries and Allowances

1. It is agreed that salaries will be paid to Faculty members by the Board in accordance with the following salary schedule:

<u>Years of Acceptable Experience</u>	<u>1 Ph.D. or M.Phil.</u>	<u>2 Master's Degree</u>	<u>3 5 year Degree</u>	<u>4 4 year Degree</u>	<u>5 3 year Degree</u>
0	18,684.06	16,326.03	15,600.10	14,874.17	14,148.25
1	19,590.26	17,051.97	16,326.03	15,600.10	14,874.17
2	20,501.33	17,777.87	17,051.97	16,326.03	15,600.10
3	21,407.51	18,684.06	17,777.87	17,051.97	16,326.03
4	22,313.70	19,590.26	18,684.06	17,777.87	17,051.97
5	23,219.90	20,501.33	19,590.26	18,684.06	17,777.87
6	24,126.09	21,407.51	20,501.33	19,590.26	18,684.06
7	25,032.27	22,313.70	21,407.51	20,501.33	19,590.26
8	26,123.60	23,219.90	22,313.70	21,407.51	20,501.33
9	27,210.05	24,126.09	23,219.90	22,313.70	21,407.51
10	28,296.51	25,032.27	24,126.09	23,219.90	22,313.70
11	29,387.84	26,123.60	25,032.27	24,126.09	23,219.90
12		27,210.05	26,123.60	25,032.27	24,126.09
13		28,296.51	27,210.05	26,123.60	25,032.27
14		29,387.84	28,296.51	27,210.05	26,123.60

with starting salaries being determined by:

- (a) CATEGORY: the above academic qualifications or equivalent as assessed by the Board with reference to the Ontario system: and
- (b) EXPERIENCE:
  - (i) An allowance of one increment may be made for each year of experience acceptable to the Board to a maximum of eight increments.
  - (ii) If the Dean and either the Vice-President or the President agree that circumstances warrant it, the Board may negotiate a starting salary of up to three increments above the level as determined above.

## 2. Annual Increments

The Board will pay one increment annually as shown in the schedule up to the maximum for satisfactory service as defined in Article VI and reserves the right, in the case of infractions of Article VI less serious than to warrant dismissal, and after adequate warning, to deny an increment to a Faculty member, giving him reasons in writing.

Faculty members appointed to the staff after July 1, 1966, will be eligible for their annual increments on their employment anniversary dates.

## 3. Special Allowances

- (a) If a Faculty member accepts an appointment to perform supervisory, administrative or co-ordinating duties, he will receive extra remuneration and/or a reduced teaching load.
- (b) In burgeoning disciplines a special allowance may be paid by the Board.
- (c) Such arrangements will be subject to regular review by the Board and the Instructor concerned.

## 4. Senior Lecturers

A teacher with distinguished service may be appointed by the Board to the post of Senior Lecturer at a salary of up to two thousand dollars above his scheduled level, and his maximum salary will be increased beyond his category maximum by a like amount.

## 5. Instructors of Distinction

An Instructor of distinction may from time to time be engaged by the Board for certain defined periods at a salary negotiated outside the salary schedule.

6. The terms and conditions of each starting salary determined under section 1 (b) (ii), 3, 4, or 5 will be available to the Association.

NOT APPLICABLE FOR THE DURATION OF THIS AGREEMENT

7. COST OF LIVING ADJUSTMENT

- (a) The salary rates set forth in paragraph 1 above shall be adjusted for cost of living changes as reflected in the Statistics Canada Consumer Price Index for Toronto. The first adjustment shall become effective on October 1, 1976 and there shall be two more adjustments which shall take effect on January 1 and April 1, 1977. The adjustments shall be paid retroactively to the effective date stipulated above as soon as they can be calculated on the basis of the relevant Consumer Price Index data and processed through payroll. Each adjustment shall consist in amending the salary rates in paragraph 1 above by a percentage equal to the percentage change by which the average of the Toronto Consumer Price Indexes for the three months preceding each effective date of the adjustment differs from the average of the Toronto Consumer Price Indexes for the three months of April, May and June 1976; however, any decline of the Toronto Consumer Price Index below its level of the average of April, May and June, 1976, shall, for the purpose of these calculations, be ignored.
- (b) All calculations of adjustments shall be based on the Toronto Consumer Price Index data as these become first available from Statistics Canada. Any subsequent corrections of these data by Statistics Canada shall not result in a recalculation of any adjustment.

A P P E N D I X A

CUMULATIVE SICK LEAVE CREDITS AND  
RETIREMENT GRATUITIES

The following plan which was in effect prior to July 1, 1969 will continue in effect for any full-time Faculty member on staff at September 1, 1969, who prior to October 1, 1969, elected to continue to participate in it or failed to elect to participate in the new Salary Continuation and Disability Protection Plan described in Appendix B. It is not available to Faculty members engaged on or after September 1, 1969.

- (a) Each full-time Faculty member of the Institute will be entitled to accumulate a sick leave credit of fifteen days for the nine month academic year. Each full-time member shall sign an attendance record so that an accurate record of sick leave credits can be maintained.
  
- (b) (i) When a Faculty member who was an employee on April 1st, 1964, and who has more than five years' continuous service, leaves the staff, he will be paid an amount computed by multiplying half of the number of days of his sick leave credits by the annual salary to which he was entitled on the date of his leaving and dividing the product by 365; but the sum will not exceed half of his annual salary at the time of leaving.
  - (ii) For Faculty members appointed after April 1st, 1964, the continuous service stipulation will be extended to ten years.
  
- (c) If a Faculty member dies, his full sick leave benefits as computed in (b) (i) of this section, will be paid to his estate.
  
- (d) The Board will have a register kept, showing for each Faculty member his accumulated balance of sick leave credits. Once a year each Faculty member shall be notified of his accumulated sick leave credits.
  
- (e) The Board will assume full liability for the sick leave credits and retirement gratuities accumulated by all Faculty members who were formerly on the permanent or probationary civil service staffs and who transferred to the Institute staff on April 1st, 1964.

A P P E N D I X B

SALARY CONTINUATION AND DISABILITY

PROTECTION PLAN

The Plan described below was available electively to each full-time Faculty member as at September 1, 1969. Participation in it shall be a condition of employment for each full-time Faculty member engaged on or after September 1, 1969.

1. The Institute will bear the entire cost of the S.C.D.P. Plan.
2. During any period of total disability due to sickness or accident, the Institute will continue to pay the total Life Insurance premium for six months for the basic coverage of two times salary, and its share of the premium for the supplementary two times salary coverage; the Faculty member will pay to the Institute his share of the supplementary coverage for the six-month period. After six months a waiver of premium clause continues both coverages in effect.
3. During any period of total disability due to sickness or accident, the Institute will continue to pay the premiums for medical and hospital insurance, salary continuation and income protection, and dental plan. (Those members in the Teachers' Superannuation Fund may elect to continue their contribution to their pension while disabled.)
4. Each Faculty member of the S.C.D.P. Plan who is absent during his regular academic session because of a disability due to sickness or accident lasting fewer than 22 teaching days will continue to receive his regular monthly salary from the Institute provided:
  - (a) That an acceptable medical certificate containing diagnosis and dates of absence is submitted to the Director of Institute's Health Clinic within five days of his return to work after each absence of more than 7 consecutive teaching days; and
  - (b) That the Director of the Institute's Health Clinic has the right to examine medically a member at reasonable intervals during continuous absences of over 3 teaching days.
5. In the case of a Faculty member of the S.C.D.P. Plan who is absent during his regular academic session because of a continuous total disability due to sickness or accident lasting more than 22 teaching days:





The requirement of ten years' continuous service will be waived. The gratuity will be paid in whole or in part as requested within three months of receipt of a written request.

8. Any eligible Faculty member who elected to continue to participate in the old Sick Leave Credit and Gratuity Plan may apply later to join the S.C.D.P. Plan under the following conditions:
  - (a) The applicant must provide evidence of insurability acceptable to the insurer.
  - (b) Membership in the S.C.D.P. Plan would become effective on the first day of the month first following a period of three months after written acceptance of the application by the Institute.
  - (c) No further credits would accumulate under the old Sick Leave Credit and Gratuity Plan after the date of joining the S.C.D.P. Plan.
  - (d) Any such Faculty member who, at the date of acceptance into the S.C.D.P. Plan, had been continuously employed by the Institute since March 31, 1964, or for ten years or more, would be entitled to a gratuity of up to 50 per cent of his regular annual salary, computed at the date of withdrawal of the gratuity as follows:

No. of Days of Sick Leave Credit (Maximum 365)	$\times 50 \times$	Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death
	<hr/>	<hr/>
	100	365

- (e) The gratuity will be paid in whole or in part as requested within three months of receipt of a written request.

A P P E N D I X C

The following is a summary of the provisions of The Employment Standards Act 1974, (Statutes of Ontario, 1974, Chapter 112) Part XI, sections 35 - 39 relating to maternity leave.

The Act provides for maternity leave of up to 17 weeks for employees with at least 12 months and 11 weeks of service in the period immediately preceding the estimated date of delivery.

The leave may be taken during the period commencing 11 weeks before the estimated date of delivery and ending 17 weeks after the date of delivery.

Minimum post-natal leave is six weeks, unless the Faculty member furnishes a certificate from a legally qualified medical practitioner stating that she is capable of working, and provides the Institute with one week's notice of intent to return earlier.

The Act does not provide for income maintenance. Unemployment Insurance maternity benefits normally are available.

The Act does not provide for accumulation of seniority or benefits during maternity leave, but does protect both to the date of leaving.

A P P E N D I X D

In February, 1974, the following addendum to the Agreement was agreed to by the Association and the Board. This addendum continues in force, with the salary schedule therein contained amended to reflect the current scales of remuneration.

The Board and the Association recognize that the transfer of the Schools of Nursing of the Women's College Hospital, the Hospital for Sick Children, and the Wellesley Hospital represents a special circumstance which gives rise to the need for mutual co-operation and for special provisions with respect to the Agreement.

In all matters concerning the transfer of Faculty from their respective Hospital School of Nursing to the Institute, the provisions of the present Agreement (including Article X) will be applied in their entirety, retroactive to September 1, 1973, except where the following special provisions, agreed to according to Article II, Section A, Number 3, of the Agreement, specify that some clause in the Agreement is not to apply or is to be modified in some stipulated fashion.

In the matter of the transfer of teaching staff from the three Hospital Schools of Nursing to the Institute, the Board and the Association agree that:

Unless otherwise specified hereinunder, the terms of this Addendum shall apply to all and only those persons who had full-time academic appointments on January 12, 1973, at the Schools of Nursing of the Women's College Hospital, the Hospital for Sick Children and the Wellesley Hospital and who continued to hold such appointments until August 31, 1973. Such persons shall be referred to hereinafter both singularly and collectively as Transferring Faculty.

The Board and the Association further agree that the following special provisions shall apply to all and only Transferring Faculty unless specific reference is made to others.

**SPECIAL PROVISIONS FOR TRANSFERRING FACULTY**

1. With Respect to Article IIIA - Department Appointments Committee
  - (a) For the purpose of assessment only (cf: Art. III, B, 1 (c) ) the Committee shall comprise:
    1. The Chairman or his/her agent; and
    2. one full-time Nursing Faculty member elected from each of the four campuses, with all full-time nursing teachers on each campus eligible to vote for their member.

It is not necessary that the membership of this Committee be identical for each Transferring Faculty.

II. With Respect to Article II - Terms of Agreement

(a) Membership in the Association

1. Without prejudice to any condition, statement or requirement contained in this Addendum, Transferring Faculty shall as a condition of employment, become and remain members of the Association.
2. The Association agrees that the initiation fee shall be waived.

III. With Respect to Article III - Staffing

(a) With respect to Article III, B, 1 (b)

1. The appointment of Transferring Faculty need not be recommended by the Department Appointments Committee.
2. Transferring Faculty who, on September 1, 1973, had completed less than three years' teaching service at their former Hospital School of Nursing will be appointed to the Probationary Faculty. The length of the probationary period shall be such that the total length of teaching service at the former Hospital School of Nursing combined with teaching service at the Institute shall total three years.

(b) With respect to Article III, B, 1 (c):

1. The assessments for teaching competence for the academic year 1973-74 must be completed by August 31, 1974.
2. The assessment which should have occurred during the Fall Semester of 1973 shall be waived.
3. Should the Committee mentioned in 1 (a) (supra) not make the required assessment for the academic year 1973-74, this shall not operate to postpone the granting of regular status for the Transferring Faculty involved.

(c) With respect to Article III, B, 2:

1. Transferring Faculty who, on August 31, 1973, had completed at least three years of regular teaching service at their former Hospital School of Nursing will be eligible for regular status immediately. This status will be confirmed subject to assessment of teaching competence conducted by two members of the Committee at the reasonable request of the Transferring Faculty or the Committee, but in no case other than that referred to in paragraph c2 (infra) will confirmation be delayed beyond March 1, 1974.
2. In the case of Transferring Faculty with the requisite three years teaching service who have no current teaching duties, the March 1, 1974 deadline will not apply. In this case, confirmation

of regular status will occur following assessment conducted by two members of the Committee as soon as teaching responsibilities can be arranged.

(d) With respect to Article III, F:

1. In the case of redundancy in the Nursing Department, all Nursing Faculty (i.e.: Transferring Faculty and Ryerson Campus Faculty) who had probationary status as of September 1, 1973, shall have their position protected with respect to subsequently appointed Probationary Faculty in the Nursing Department.
2. Should Faculty reduction be necessary in the Department of Nursing and should Transferring Faculty have equal Ryerson seniority, length of service at the former Hospital School of Nursing, as well as ability, shall be the prime considerations.

IV. With Respect to Article IV - Breaks and Extensions

- (a) When the continuation of the former hospital nursing programs prevents a Transferring Faculty from having two consecutive months' vacation time, the Transferring Faculty will be compensated by additional salary on a month-for-month basis at the rate of the regular monthly salary. In no case, however, shall a Transferring Faculty have less than one month vacation time.

V. With Respect to Article V - Leaves of Absence

- (a) Transferring Faculty who require upgrading to achieve the minimum Ryerson academic qualifications will be granted leave without pay in order to obtain the relevant qualifications.
- (b) The duration and timing of such leave shall be worked out by the Transferring Faculty and the Chairman.
- (c) Transferring Faculty who lack the minimum Ryerson academic qualifications must complete the required updating by September 1, 1980.

VI. With Respect to Article VII - Appeals

- (a) Article VII, A. 1. (g) shall be understood to apply to the provisions of this Addendum.
- (b) Transferring Faculty and all Ryerson Nursing Faculty who had probationary status on September 1, 1973, shall follow the appeals procedure for regular faculty.

VII. With Respect to Article X - Salaries and Allowances

- (a) No Transferring Faculty will be classified at less than that salary (exclusive of premiums, bonuses and allowances) which the Transferring

Faculty was actually receiving as of August 31, 1973. Where the August 31, 1973 salary is less than the minimum for the classification to which the Transferring Faculty is appointed at Ryerson, the salary shall be raised to that minimum effective September 1, 1973.

If the Ryerson computed earnings are less than the School of Nursing earnings, an amount equal to the difference will be paid as "make-up" pay.

- (b) Transferring Faculty with less than the minimum academic qualifications required by Ryerson for teaching Faculty will be paid according to the following schedule:

<u>Acceptable Experience</u>	<u>July 1, 1976</u>
0	13,422.32
1	14,148.25
2	14,874.17
3	15,600.10
4	16,326.03
5	17,051.97
6	17,777.87
7	18,684.06
8	19,590.26
9	20,501.33
10	21,407.51
11	22,313.70
12	23,219.90
13	24,126.09

NOT APPLICABLE  
FOR THE  
DURATION OF  
THIS AGREEMENT

In addition, the provisions of Article X-7 apply.