

AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS
RYERSON POLYTECHNICAL INSTITUTE

AND

THE RYERSON FACULTY ASSOCIATION

JULY 1, 1991 - JUNE 30, 1994

TABLE OF CONTENTS

	PAGE
<u>ARTICLE I</u> <u>DEFINITIONS</u>	1
<u>ARTICLE II</u> <u>TERMS OF AGREEMENT</u>	4
A. GENERAL	4
B. CONCILIATION	5
C. ARBITRATION	5
D. MEMBERSHIP IN THE ASSOCIATION	7
E. GRANDPARENTING PROVISIONS	7
<u>ARTICLE III</u> <u>STAFFING</u>	9
A. DEPARTMENT APPOINTMENTS COMMITTEE	9
B. APPOINTMENTS	9
1. Tenure Stream Faculty	10
(a) General	10
(b) Probationary Faculty	11
(c) Tenured Faculty	
- MODE I	13
- MODE II	16
2. Non-Tenure Stream Faculty	19
(a) Limited Term Faculty	19
(b) Limited Contract (Temporary) Instructors	20
3. Supervisory, Administrative & Developmental Faculty	20
4. Interdepartmental Transfers of Faculty	22
C. PROFESSORIAL RANKS	22
D. RESIGNATIONS	24
E. DISCIPLINE AND DISMISSAL	24
F. FACULTY REDUCTIONS	26
G. RETIREMENT	31
<u>ARTICLE IV</u> <u>BREAKS AND EXTENSIONS</u>	32
A. MODE I	32
B. MODE II	33
<u>ARTICLE V</u> <u>LEAVES OF ABSENCE</u>	34
A. EXTENDED LEAVES OF ABSENCE	34
1. General	34
2. Leaves with Pay	35
3. Leaves Without Pay	36

	<u>Page</u>
B. SPECIAL LEAVES	37
1. Compassionate Leave	37
2. Maternity Leave	37
3. Adoption Leave	38
4. Parental Leave	38
5. Special Leave	39
6. Political Leave	39
7. Faculty Exchange Leaves	42
8. Legal Leave	43
<u>ARTICLE VI</u> <u>OBLIGATIONS</u>	44
A. JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD	44
B. OBLIGATIONS OF THE BOARD	44
C. OBLIGATIONS OF FACULTY MEMBERS	
- MODE I	45
- MODE II	47
<u>ARTICLE VII</u> <u>APPEALS</u>	49
A. GROUNDS	49
B. INITIATION	49
C. PROCEDURE FOR TENURED FACULTY	50
D. PROCEDURES FOR PROBATIONARY AND LIMITED TERM FACULTY	51
E. GENERAL	53
<u>ARTICLE VIII</u> <u>WORKLOAD</u>	54
MODE I	
A. 1. Academic Course Hours	54
2. Course Preparation Hours	55
3. Student Evaluation and Academic Counselling Hours	56
4. Routine Departmental Duties	56
5. Curriculum Development	56
6. Research Projects	57
7. Special Assignments	57
B. STUDENT CONTACT HOURS	57
C. PERMISSIBLE REASONS FOR REFUSAL OF TEACHING ASSIGNMENT	57
D. REDRESS FOR ACTUAL WORKLOAD INFRACTIONS	58
E. CLASS OR SECTION SIZE	59
F. WORKLOAD INTERPRETATIONS	59
G. DECREASED TEACHING LOAD	60
H. VOLUNTARY REDUCED WORKLOAD	60
I. WORKLOAD OPTIONS	62
J. CHANGES TO THE PROVISIONS OF MODE I	63

MODE II		
A.	ACADEMIC DUTIES AND RESPONSIBILITIES	65
B.	TEACHING DUTIES	66
C.	SRC DUTIES	70
D.	SERVICE DUTIES	71
E.	OUTSIDE PROFESSIONAL ACTIVITIES	72
F.	ANNUAL REPORT	73
G.	VOLUNTARY REDUCED WORKLOAD	75
H.	THE ACADEMIC YEAR	77
<u>ARTICLE IX</u>	<u>BENEFITS</u>	78
A.	MEDICAL AND HOSPITAL INSURANCE	78
B.	GROUP LIFE INSURANCE	78
C.	PENSION PLAN	78
D.	SALARY CONTINUATION AND DISABILITY PROTECTION	79
E.	TRAVEL INSURANCE	80
F.	DENTAL INSURANCE	80
G.	TUITION WAIVER	80
H.	BENEFITS FOR RETIRED RFA MEMBERS OVER 65	80
I.	BENEFITS FOR RETIRED RFA MEMBERS UNDER 65	81
<u>ARTICLE X</u>	<u>SALARIES, INCREMENT AND ALLOWANCES</u>	82
1.	Salary Schedule	82
2.	Annual Increments	83
3.	Special Allowances	87
4.	Professors of Distinction	87
5.	Terms and Conditions of Starting Salary available to RFA	87
6.	Cost of Living Adjustment	87
7.	Pay Day	88
<u>ARTICLE XI</u>	<u>PERFORMANCE AND CONDUCT FILE</u>	89
<u>ARTICLE XII</u>	<u>PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS</u>	91
A.	TERMS AND CONDITIONS OF EMPLOYMENT	91
B.	SALARIES AND ALLOWANCES	91
C.	PROBATIONARY PERIOD	92
D.	VACATION FOR PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS	92
E.	PROFESSIONAL DEVELOPMENT TIME	92
F.	APPEALS	92
G.	BENEFITS	92

H.	PERSONNEL REDUCTIONS	93
I.	DISCLAIMER	99

ARTICLE XIII PROFESSIONAL DEVELOPMENT FUND 99

APPENDICES

A	CUMULATIVE AND SICK LEAVE CREDITS AND RETIREMENT GRATUITIES	100
B	SALARY CONTINUATION AND DISABILITY PROTECTION PLAN	101
C	MATERNITY AND ADOPTION LEAVE	105
D	TRANSFERRING NURSING FACULTY	107
E-1	FACULTY RE-EMPLOYMENT PROGRAM	107
E-2	RE-EMPLOYMENT PROGRAM (PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS)	109
F	WAIVER OF TUITION FOR FACULTY AND DEPENDENTS	111
G	WORKLOAD CREDITS FOR PRACTICUM COURSES IN NURSING AND SOCIAL WORK	113
	A. School of Nursing	113
	B. School of Social Work	114
H	EARLY RETIREMENT INCENTIVE PROGRAM	115

MEMORANDA OF UNDERSTANDING

1 -	TEACHERS' SUPERANNUATION FUND	118
2 -	TEACHING/ACADEMIC ASSISTANTS	119
3 -	JOINT COMMITTEE ON SCHEDULING	120
4 -	SUBSTITUTE FOR LAST PAID LEAVE	121
5 -	FACULTY/COURSE EVALUATION	123
6 -	SPECIAL JOINT COMMITTEES	124
	A. JOINT COMMITTEE ON PROMOTION CRITERIA	124
	B. JOINT COMMITTEE ON PERFORMANCE CRITERIA	125
	C. JOINT COMMITTEE ON WORKLOAD IMPLEMENTATION PROBLEMS	126
7 -	CONTINUING PROVISIONS	128

Article I

DEFINITIONS

AGREEMENT is the collective agreement negotiated between the Board and the Association as agents for the Faculty, Professional Counsellors and Professional Librarians and includes Articles I through XIII and Appendices A through H.

ASSOCIATION is the Ryerson Faculty Association.

BOARD is the Board of Governors of Ryerson Polytechnical Institute.

CHAIR is the Chair of a Department or the Director of a School and is appointed by the Board.

DEAN is the Dean of a Faculty/Division.

DIVISION the term Division is the Faculty of Departments/Schools headed by a Dean.

FACULTY MEMBER the term Faculty member includes all Tenured and Probationary Faculty (including those on a re-employment program, reduced workload and/or lay-off status) as agreed between the Association and the Board; Assistant or Vice-Chairs, Chairs, Deans and the Vice President, Academic; and other Tenured and Probationary Faculty who are, or have been, appointed to supervisory, administrative, and/or developmental positions; and all Limited Term Faculty as provided for in Article III B, 2. (a). Notwithstanding the above, only the provisions of Article II D, and Article III B, 3, shall apply to Deans and the Vice President, Academic as such while they hold these offices, other conditions of their service in these functions being determined on an individual basis.

INCREMENT is the salary increase awarded to a Faculty member for performance, as defined in Articles VI and X, under this Agreement.

INSTITUTE is Ryerson Polytechnical Institute

LIMITED CONTRACT (Temporary) INSTRUCTOR for the purpose of this Agreement, the term Limited Contract (Temporary) Instructor includes those instructors hired for instructional duties for a defined period of less than one year.

LIMITED TERM FACULTY (LTF) the term Limited Term Faculty includes all Faculty members hired for defined periods of not less than one year and not more than a cumulative total of four years.

MINISTER is the Minister of Labour of Ontario.

PRESIDENT is the President of Ryerson Polytechnical Institute.

PROBATIONARY FACULTY the term Probationary Faculty includes all Faculty members employed at Ryerson on a career basis who have not been transferred to the Tenured Faculty.

PROFESSIONAL COUNSELLORS the term Professional Counsellors includes those people employed as Professional Counsellors by the Institute, except if so employed on a part-time or temporary basis.

PROFESSIONAL LIBRARIANS the term Professional Librarians includes those people employed as Professional Librarians by the Institute, except if so employed on a part-time or temporary basis.

TEACHING/ACADEMIC ASSISTANTS are persons hired for a defined period to assist Faculty members with academic responsibilities. The total number of semesters worked by any teaching/academic assistant cannot exceed four.

**TENURED
FACULTY**

the term Tenured Faculty includes all Faculty members employed on a career basis before January 1, 1992, at Ryerson who have successfully completed the three year Probationary period and hold the rank of Lecturer or Professor, and all Faculty members employed on a career basis after December 31, 1991, at Ryerson who have successfully completed the five year Probationary period.

**TENURE
STREAM
FACULTY**

the term Tenure Stream Faculty includes all Probationary and Tenured Faculty members.

**VICE
PRESIDENT**

unless otherwise specified, is the Vice President assigned responsibility for Faculty Affairs by the Board.

Article II

TERMS OF AGREEMENT

A. GENERAL

1. This Agreement will come into force on July 1, 1991, superseding the Agreement previously in force, and is to be in force until June 30, 1994, except that the salaries are open for negotiation, conciliation, and arbitration in the second and third years of the Agreement. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.
2. Certain sections of this Agreement continue beyond June 30, 1994. These sections are defined fully in a memorandum of understanding attached to this Agreement.
3. 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.
4. 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. In addition, salaries will be altered in the second and third years as a result of negotiation, conciliation, or arbitration.
5. Except as otherwise provided in this Agreement, either party to the Agreement may serve notice on the other by March 1, 1992, and March 1, 1993 of its desire to negotiate changes in the salary sections of Articles X and XII of this Agreement, and by March 1, 1994, 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 Labour, 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/she will advise the chairs of both negotiating committees before withdrawing his/her 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. The parties agree to submit any unresolved issue or issues between them to final and binding arbitration in the event that a new Agreement has not been reached within seven (7) days from the date of the withdrawal of the conciliator or from the date of an agreement between them not to seek conciliation, whichever event is the earlier.
2. Arbitration shall be by a single arbitrator appointed by the parties within a further seven (7) days of the date referred to in sub-paragraph 1 hereof except that if either of the parties wishes arbitration by a three-person arbitration board, then that party shall notify the other party within fourteen (14) days of the date referred to in sub-paragraph 1 hereof which notice shall contain the name of that party's appointee to the arbitration board. The recipient of the notice shall within fourteen (14) days thereafter inform the other party of the name of its appointee to the arbitration board and the two parties shall, within seven (7) days of the appointment of the second of the appointees, then appoint a third person who shall be the chair.

3. In the event that the parties fail to agree upon a single arbitrator or a chair for an arbitration board, as the case may be, within the time limit therefor, then either party may within a further period of seven (7) days thereof request that the Minister of Labour for Ontario make such appointment.
4. The parties shall each file with the single arbitrator or the arbitration board, as the case may be, a written submission with respect to the unresolved issue or issues together with a statement of the provisions upon which a tentative agreement has been reached and a copy of the previous Agreement.
5. The single arbitrator or the arbitration board, as the case may be, shall make an award in writing which award shall be final and binding on the parties which together with the previously agreed upon provisions shall constitute the new Agreement. The decision of a majority of an arbitration board shall be the decision of said arbitration board, but if there is no majority, the decision of the chair shall govern.
6. Each of the parties shall pay one-half of the remuneration and expenses of the single arbitrator or in the case of an arbitration board, each party shall pay the remuneration and expenses of its own appointee and one-half of the remuneration and expenses of the chair.
7. It is understood and agreed that any person who either is or has been previously employed or engaged in any capacity for either the Board or the Association shall not be eligible to serve as single arbitrator or on an arbitration board.
8. It is agreed that neither party shall at any time unilaterally communicate with the single arbitrator or chair of the arbitration board without the knowledge and consent of the other party and further, that neither party shall so communicate with its respective appointee to the arbitration board after the time that such arbitration board has commenced to hear the case, except as may be necessary for the scheduling or changing of any hearing date(s).

9. The parties by mutual agreement, or the single arbitrator or the arbitration board as the case may be, may waive any of the time limits herein contained.

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. The Board will provide the Association with a list of Faculty members, by category of appointment, annually by October 1, and will provide a list of changes in Faculty members monthly thereafter.
2. All Professional Counsellors and Professional Librarians shall automatically, as a condition of employment, become and remain members of the Association. The Board will provide the Association with a list of Professional Counsellors and Professional Librarians by October 1, and will provide a list of changes in these 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.

E. GRANDPARENTING PROVISIONS

As indicated in the respective Articles of the Agreement, the following provisions form part of the Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article VIII, whichever comes first, and can be changed only by negotiation and subsequent ratification by two-thirds of the Faculty members hired before January 1, 1992, and working under Mode I of Article VIII, and not by arbitration:

1. Article III, C. 2., 3., 4. and 5.:
Professorial Ranks;
2. Article III, F.: Faculty Reductions;
3. Article IV, A.: Breaks and Extensions;

4. Article VI, C., Mode I: Obligations of Faculty;
5. Article VIII, Mode I: Workload;
6. Article X, A. 2. (a) ii) through v) inclusive: Salary, Increments and Allowances; and
7. Appendix G.: Workload Credits in Nursing and Social Work.

Article III

STAFFING

A. DEPARTMENT APPOINTMENTS COMMITTEE

1. Each Chair shall establish annually a Department Appointments Committee (DAC) of at least three members as follows:
 - the Chair or his/her agent
 - one Tenured Faculty member elected by the full-time Faculty
 - one Tenured Faculty member appointed by the Chair.
2. Where a larger DAC is appropriate, further Tenured Faculty members shall be added in the ratio of one elected to one appointed so that the number of appointed members does not exceed the number of elected members.
3. As a first order of business, the DAC shall elect a person from among its members to serve as chair of the DAC.
4. The composition of the DAC shall be reported to the Vice President and to the Association annually.
5. The duties of the DAC shall be as set out in this Article.

B. APPOINTMENTS

After December 31, 1991, appointments to the Faculty under the terms and conditions of this Article will normally be either to the Probationary Faculty and at the Lecturer rank, or to the Limited Term Faculty with the title of Lecturer. For Probationary Faculty members hired after December 31, 1991, transfer to the Tenured Faculty before the completion of five years of Probationary service requires demonstration of excellent performance and the approval of the Vice President.

1. Tenure Stream Faculty

(a) General

- i) The Tenure Stream Faculty comprises those Faculty members employed on a career basis (Probationary and Tenured Faculty). Except for the circumstances described in paragraph 3 (b) below, they are appointed on the recommendation of a DAC.
- ii) The number of Tenure Stream Faculty members (excluding those referred to in paragraph 3. (b) below) across all ranks will not fall below 72% of the approved Faculty complement (i.e. the total Faculty F.T.E.).
- iii) Appointments to the Tenure Stream Faculty will normally be authorized only when there is a vacancy in that component of the approved Faculty complement.
- iv) Appointments to the Tenure Stream Faculty will normally be Probationary appointments at the rank of Lecturer.
- v) An Assistant Professor whose appeal of denial of promotion to the rank of Associate Professor has been denied may retain his/her tenure stream position at the Assistant Professor rank but will not normally be a candidate for further promotion for a period of five years.
- vi) When a candidate for appointment to the Probationary Faculty has little or no relevant experience acceptable to the Board the initial appointment to the Faculty will be at the rank of Lecturer.
- vii) Notwithstanding the provisions of iv) above, the Dean may accept a recommendation of the DAC that an individual who has held an academic appointment at another recognized university or who has achieved some measure of excellence in professional experience be appointed to the Probationary Faculty with the rank of Assistant Professor.

viii) Notwithstanding the provisions of iv) above and (b) i) below and on the advice of the DAC, the Dean may recommend to the Vice President that an individual who currently holds a Tenured appointment at the Associate Professor or Professor level at another recognized university be appointed directly to the Tenured Faculty at the Associate or Professor rank at a salary commensurate with that rank.

x) Faculty members appointed to endowed chairs will have the rank of Professor and their appointments will be governed by the terms and conditions of the endowment. If the appointment to the endowed chair is not sine die and the Faculty member previously held an appointment in the Tenured Faculty, he/she retains the right, upon completion of the appointment to the endowed chair, to return to his/her former position at his/her previously earned rank and at a salary level appropriate to the service accrued up to the end of the appointment to the endowed chair provided such salary does not exceed the maximum of the salary range for Faculty members at that rank.

(b) Probationary Faculty

i) Each new Tenure Stream Faculty member shall be appointed to the Probationary Faculty by the Board on recommendation of a Dean. The appointment will have been recommended to the Dean by the DAC.

ii) When approval has been given for a Probationary appointment, the Chair shall convene the DAC which shall conduct a search for a suitable appointee and forward its recommendation to the Dean.

iii) Each successful applicant will normally hold the terminal degree typically held by members of the relevant discipline or profession and, where relevant, will have had work experience. Applicants with less than the aforementioned terminal degree but sufficient relevant

work experience may 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.

iv) The Dean shall write a letter of appointment to each new Probationary Faculty member appointed after December 31, 1991, containing the terms of appointment which will include specification of the focus of workload emphasis associated with the appointment, and including specific Probationary conditions for academic or professional upgrading if so recommended by the DAC.

v) In each term 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 the Faculty member, with a copy to the Dean, the Chair, the chair of the DAC, and the Secretary of the Association, a letter of assessment and advice within two weeks of the date of the assessment; where the assessment is in the last two weeks of classes, no later than the last day of the term. Where possible, at least one assessor will be a Tenured Faculty member in the Probationary Faculty member's field of knowledge.

vi) YEAR END ASSESSMENT REPORT

*1) Within six weeks of the end of each of the first and second years of probation of Faculty members appointed before January 1, 1992, the DAC shall meet to assess and prepare a report of the overall progress towards fulfilling the criteria for transfer to the Tenured Faculty. The chair of the DAC shall submit this report in writing to the probationer with copies to the Dean, the Chair, and the Secretary of the Association.

*2) Within six weeks of the end of each

of the first, second, third and fourth years of probation of Faculty members appointed after December 31, 1991, the DAC shall meet to assess and prepare a report of the overall progress towards fulfilling the criteria for transfer to the Tenured Faculty. The chair of the DAC shall submit this report in writing to the probationer with copies to the Dean, the Chair, and the Secretary of the Association.

vii) Within a further six weeks the probationer, if he/she wishes, may respond to the DAC in writing or verbally, at his/her discretion, to any of his/her assessments.

(c) Tenured Faculty III B. 1. (c) MODE I

Mode I

(ci) For Faculty appointed before January 1, 1992:

i) The following criteria shall be used in deciding whether a Probationary Faculty member will be transferred to the Tenured Faculty at the end of the Probationary period.

*1) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;

*2) competence and currency in his/her own discipline;

*3) capacity for curriculum development;

*4) demonstrated commitment to the professional collegial life of his/her department;

*5) fulfilment of his/her obligations as a Faculty member under Article VI C. Mode I;

*6) satisfaction of such conditions of

III B. 1. (c) MODE I

probation as were specified in the letter of appointment; and,

- *7) progress in overcoming weaknesses identified in the assessments.
- ii) By the end of the first term of the third year of service, but after the completion of the teaching assessments of that term, the DAC will assess the overall performance of the Probationary Faculty member. Results of student evaluations will be available to the DAC upon request, when the evaluation instruments have been jointly approved by the Institute and the Association. On the basis of the criteria listed in i) above the DAC will normally at this point make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty. This recommendation will be transmitted by the chair of the DAC in writing to the Dean, no later than the last day of the first month following the end of the term.
- iii) If the Dean agrees with the recommendation of the DAC he/she will, within 10 working days of the receipt of the recommendation, either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty giving reasons in writing. In the latter case, the member's employment will cease at the end of his/her third year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
- iv) If the Dean disagrees with the recommendation of the DAC, the Probationary period of the Faculty member will be extended by one further year.
- v) In unusual circumstances, the DAC may not be ready to recommend transfer or termination of a Faculty member as specified in ii) above. In this case, the Probationary period of the Faculty member will be extended by one year.

III B. 1. (c) MODE I

Where this extension is for reasons arising out of i) *6) above, the requirement for additional teaching assessments may be waived.

- vi) Where a Faculty member has had his/her Probationary period extended for one additional year under iv) or v) above, the DAC shall by the end of the first term of the fourth year of service, but after the completion of the teaching assessments of that term if such were required, reassess the overall performance of the Probationary Faculty member and make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty.
- vii) Within 10 working days of the receipt of the recommendation of the DAC the Dean will either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty, giving reasons in writing. In the latter case, the member's employment will cease at the end of that year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
- viii) The provisions of (ci) i) through viii) will remain in force until September 1, 1995, and cannot be changed by arbitration.

III B. 1. (c) MODE II

Mode II

- (cii) For Faculty appointed after December 31, 1991:
- i) The following criteria shall be used in deciding whether a Probationary Faculty member will be transferred to the Tenured Faculty at the end of the Probationary period.
- *1) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;
 - *2) competence and currency in his/her own discipline;
 - *3) capacity for curriculum development;
 - *4) demonstrated commitment to the professional collegial life of his/her department;
 - *5) fulfilment of his/her obligations as a Faculty member under Article VI C. Mode II;
 - *6) satisfaction of such conditions of probation as were specified in the letter of appointment;
 - *7) progress in overcoming weaknesses identified in the assessments; and,
 - *8) demonstrated capacity for, and commitment to, the Teaching, SRC and Service components of the duties and responsibilities of Faculty members described in Mode II of Article VIII.
- ii) By the end of the first term of the fifth year of service, but after the completion of the teaching assessments of that term, the DAC will assess the overall performance of the Probationary Faculty member. Results of student evaluations will be available to the DAC

III B. 1. (c) MODE II

upon request, when the evaluation instruments have been jointly approved by the Institute and the Association. On the basis of the criteria listed in i) above the DAC will normally at this point make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty. This recommendation will be transmitted by the chair of the DAC in writing to the Dean, no later than the last day of the first month following the end of the term.

- iii) If the Dean agrees with the recommendation of the DAC he/she will, within 10 working days of the receipt of the recommendation, either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty giving reasons in writing. In the latter case, the member's employment will cease at the end of his/her fifth year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
- iv) If the Dean disagrees with the recommendation of the DAC, the Probationary period of the Faculty member will be extended by one further year.
- v) In unusual circumstances, the DAC may not be ready to recommend transfer or termination of a Faculty member as specified in ii) above. In this case, the Probationary period of the Faculty member will be extended by one year. Where this extension is for reasons arising out of i) *6) above or assessed weakness in the SRC and Service duties of i) *8) above, the requirement for additional teaching assessments may be waived.
- vi) Where a Faculty member has had his/her Probationary period extended for one additional year under iv) or v) above, the DAC shall by the end of the first term of the sixth year of service, but

III B. 1. (c) MODE II

after the completion of the teaching assessments of that term if such were required, reassess the overall performance of the Probationary Faculty member and make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty.

- vii) Within 10 working days of the receipt of the recommendation of the DAC the Dean will either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty, giving reasons in writing. In the latter case, the member's employment will cease at the end of that year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.

2. Non-tenure Stream Faculty

(a) Limited Term Faculty

- i) Appointments to the Limited Term Faculty may be made to replace Faculty members on extended leave, or who have been assigned duties outside the department, or to serve in departments where there are specific departmental workloads that do not require tenure stream appointments. Appointments to the Limited Term Faculty may require only the teaching and service components of the Academic Duties and Responsibilities described in Mode II of Article VIII. Moreover, the service component may be limited to service within the Department/School and/or Division.
- ii) Limited term appointments shall be for defined periods of not less than one but not more than a cumulative total of four years, shall lapse at their terminal date specified therein, and shall not carry with them any expectancy of transfer to the Probationary or the Tenured Faculty. In other respects, Limited Term Faculty members shall be subject to the terms and conditions of employment of Probationary Faculty as specified in this Agreement, except that the provisions of Article III F and Article V A. and B. 4. shall not apply to them. The terms and conditions of such appointments shall be reported to the Association in the list referred to in Article II D. 1.
- iii) If, during the period of a Limited Term appointment, a vacancy should occur in the Tenure Stream Faculty, a Limited Term Faculty member may compete for the appointment.
- iv) Should the Board, on the approval of the Vice President of a DAC recommendation supported by the Dean, wish to extend the fulltime academic duties and responsibilities of a Limited Term Faculty member beyond the four year period referred to in i) immediately above, it can do so only by way of an appointment to the Probationary Faculty.

In such a case the provisions of 1. (c) Mode II i) through vii) above shall apply in the fifth year of service.

(b) Limited Contract (Temporary) Instructors

Limited Contract (Temporary) Instructors may be hired to replace Faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. These appointments will be for a defined period of less than one year. Before hiring such Instructors the Board will have first considered, by a process entirely within its discretion, making the work available to a Faculty member as a paid overload.

- (c) i) Defining each Tenure Stream position and each Limited Term Faculty member as 1.0 FTE, and every 30 academic course hours of instruction by Limited Contract (Temporary) Instructors as 1.0 FTE, the combined FTE total of appointments made under (a) and (b) immediately above will not exceed 28% of the approved Faculty complement (i.e., the total Faculty FTE).
- ii) Should the 28% ceiling defined in i) above be exceeded the balance will be restored by the creation of additional tenure stream positions for the following academic year.
- iii) Accompanying the first list of Faculty members following the October 1 list referred to in Article II, D, 1., the Board will provide information on the FTE total referred to in i) above.

3. Supervisory, Administrative and Developmental Faculty

- (a) A Tenured Faculty member who assumes administrative or developmental duties shall continue to teach three academic course hours per week in his/her field of competence throughout his/her assignment to such duties; at the conclusion of these duties he/she shall have the right to be assigned to a Tenured Faculty position, normally within his/her former department. The Institute shall provide to the Association each

semester a list of the aforementioned Faculty members along with their teaching assignments.

- (b) i) A person appointed from outside the Faculty to an academic administrative position shall be assigned simultaneously an academic rank with teaching duties in his/her academic specialty or in another field in which he/she is judged by the Department/School concerned to have adequate qualifications. Should such an appointment be made at the rank of Professor without there having been a recommendation from a DAC, that appointment will not be included in the 20 percent quota on Professors provided for in C 4. (b) below.

The teaching duties shall amount to three academic course hours per week, and shall form the basis upon which his/her teaching effectiveness shall be assessed; the provisions of 1. (b) v) above and of section ii of ci) or cii), as the case may be, of 1. (c) above shall apply to the assessment procedure except that, in lieu of the DAC, the review of teaching competence shall be undertaken by an ad hoc committee consisting of: the Vice President or his/her appointee, the Dean or Chair of the Division or Department/School concerned, the elected member of the DAC, and two appointees of the Association.

- ii) If, pursuant to (i) above, a positive assessment has been made, the person referred to in (i) shall, on the date he/she relinquishes his/her academic administrative duties, become a Tenured Faculty member provided, however, that the Redundancy Identification and Amelioration Committee referred to in F below, (but where necessary, including an appropriate replacement member for the person referred to in (i) above), which shall be convened for the purpose, has determined that there is no current or foreseeable redundancy situation in the Department/School concerned, and that none would be created by the reception of the individual concerned.

iii) Should a redundancy situation nevertheless occur in the receiving Department/School within four years of the appointment of the person to the Tenured Faculty according to (ii) above, the budgeted full-time complement of the Department/School shall be increased by one for the balance of the four years.

iv) If, pursuant to (i) above, a negative assessment has been made, the person shall have, in respect of such assessment, recourse to the appeals procedure. A negative assessment or a negative outcome of an appeal on the assessment issue shall have no bearing on the person's right to conclude his/her term of appointment as an academic administrator, but shall preclude reappointment.

4. Interdepartmental Transfers of Faculty

A Faculty member who is assigned courses in another department will remain a member of his/her original department, unless an authorized permanent transfer is arranged by written mutual agreement of the receiving department and the individual Faculty member. In the latter circumstance, should the receiving department at some future date be faced with a redundancy situation (see F below), the aforementioned Faculty member's seniority within the receiving Department/School shall be interpreted as commencing from the date on which the permanent transfer became effective. Should the result be an identification of the Faculty member as redundant within his/her new Department/School, that is the receiving Department/School, then he/she will be transferred back to his/her original Department/School with a seniority equal to his/her original seniority plus the additional amount developed while within the receiving Department/School.

C. PROFESSORIAL RANKS

1. There are four professorial ranks:

- (a) Lecturer;
- (b) Assistant Professor;

- (c) Associate Professor; and,
 - (d) Professor.
2. A Faculty member holding the title of Professor on December 31, 1991, will hold the rank of Professor.
 3. The rank of Professor will be given to a Faculty member appointed before January 1, 1992, who, on December 31, 1991, held the title of Lecturer, on completion of five years' satisfactory service at Ryerson.
 4. The 20 percent limit on Professors mentioned in 6.
 - (b) immediately below does not include those Faculty members referred to in 2. and 3. above.
 5.
 - (a) Changes to 2., 3. and 4. immediately above and this paragraph 5 require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, who are still working under the provisions of Mode I of Article VIII.
 - (b) Changes to 2., 3., 4. immediately above and this paragraph 5 cannot be made as a result of arbitration.
 - (c) Paragraphs 2., 3., 4. and 5 of Article III, C. form part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article VIII, whichever comes first.
 6. Promotion Through the Ranks
 - (a) The transfer of a Probationary Faculty member appointed after December 31, 1991, with the rank of Lecturer to the Tenured Faculty will entail an automatic promotion to the rank of Assistant Professor.
 - (b)
 - i) At any one time no more than 20 percent of Faculty members in a Division appointed under this Article after December 31, 1991, will hold the rank of Professor.
 - ii) At least one Professor position will be designated in each Department/School in a Division for a Faculty member whose focus of emphasis is Teaching duties, which position shall remain vacant if no

such Faculty member of that Department/School has been promoted to the rank of Professor.

iii) At least half of a Divisions's Professor positions will be designated for Faculty members with Teaching duties as the focus of emphasis. In cases of Departments with fewer than seven Tenure Stream Faculty members, the Professor position designated for a Faculty member whose focus of emphasis is Teaching duties shall not be included in the 20% ceiling for Professors in that Division.

iv) A Professor who has attained the age of 60 will not be deemed to be part of this 20 percent quota.

(c) Except for the provisions described in 1. (a) x) above for endowed chairs, demotion from a rank can occur only as a result of disciplinary action in accordance with the provisions of E. below.

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 Chair of his/her Department/School with a copy to the Human Resources Department.

E. DISCIPLINE AND DISMISSAL

1. In the event of demonstrable failure of a Faculty member to fulfil the obligations defined in Article VI-C, the Faculty member may be subject to discipline or may be expected to participate in personal and professional development under the guidance and advice of the Chair.

2. Discipline may be recommended by the Chair if, in the Chair's judgement, a Faculty member is failing to fulfil the defined obligations and/or has not responded adequately within reasonable time to guidance and advice for improvement.
3. Discipline normally will be considered in terms of appropriate progressive sanctions from formal warning, to financial penalty, to recommended dismissal. Suspension with defined terms for reinstatement may be an appropriate sanction in some circumstances.
4. Records of disciplinary action taken against any Faculty member will remain in his/her Performance and Conduct File but will not be considered for future disciplinary action after a period of three years has elapsed since such discipline.
5. A recommendation to dismiss a Faculty member is initiated by a Chair to the Dean after lesser sanctions have been judged ineffective, or when dismissal is judged to be proper action in the best interests of the Institute and its students. Action to dismiss is the authority of the Board when a recommendation for dismissal is made by the President on the prior recommendation of the Vice President, the Dean and Chair.
6. 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 gross misconduct.
7. Tenured Faculty
 - (a) A Tenured Faculty member may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article VI-C, or for gross misconduct.
 - (b) Six months' written notice of dismissal normally is required. Six months' pay in lieu of notice may be given when the welfare

of the students may be jeopardized by the Faculty member's continued presence in the classroom, or by mutual agreement between the Faculty member and the Board.

- (c) Neither notice nor pay will be necessary in cases of gross misconduct.

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 Tenured Faculty members to other academic duties in the Institute. In such instances, seniority and ability shall be the sole criteria. Furthermore, 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, voluntary reduced workloads, and leaves of absence to ameliorate the effects of redundancy.
4. Situations and degree 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 members within his/her Division of that situation. A Redundancy Identification and Amelioration Committee (R.I.A.C.) shall be struck immediately, consisting of the Dean of the division, the Chair of the Department/School affected, and the President of the Association. The R.I.A.C. will seek to establish employment opportunities to offset the effect of departmental redundancy following the principles that Faculty members

should be allocated the academic loads that are assigned, or are planned to be assigned, to other than Tenured or Probationary Faculty members, and that Faculty members should be considered for available non-academic positions in the Institute. The following sequence of priorities shall be followed:

- (a) seeking academic opportunities elsewhere within the Department/School (day and/or evening),
 - (b) seeking academic opportunities elsewhere within the Division (day and/or evening),
 - (c) seeking academic opportunities elsewhere within the Institute (day and/or evening),
 - (d) seeking non-academic employment opportunities within the Institute, consistent with normal Institute hiring procedures.
5. (a) If the R.I.A.C. is successful in finding a potential academic opportunity outside the affected Department/School, the DAC of the Department/School with the redundancy situation will meet with the DAC of the Department/School in need of expertise and the President of the Association.
- (b) (i) If the DACs and the President of the Association agree that the available expertise is adequate for the available academic load(s), they will recommend, to the Deans involved, willing and acceptable personnel of the Department/School with the identified redundancy, to teach the available load(s).
 - (ii) If the available expertise is not considered completely adequate for any potential academic opportunity, the R.I.A.C. will recommend to the Vice President that a particular person or persons in the affected Department/School 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, and where the academic requirements have been provided for, and where a Department/School or an area of specialization is faced with a lay-off situation:
 - (a) The Faculty members who may be considered for lay-off shall be those with lesser seniority in the Department/School and the total number under consideration shall not exceed twice the number of redundant positions.
 - (b) The Chair and the Dean will determine on the basis solely of seniority and ability which Faculty members are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:
 - i) academic performance
 - ii) professional self-development
 - iii) contribution to the instructional environment and process.
 - (c) If a Faculty member who has expertise in an area of specialization taught by the Department/School where no other Faculty member is capable of teaching such an area of specialization, and no other Faculty member can be trained within a reasonable time for teaching that discipline, then such a Faculty member may not be considered for lay-off. A written rationale for such a situation shall be reported to the Redundancy Review Board (RRB) - see 6 (e).
 - (d) A Faculty member working under the conditions of Mode I of Article VIII who is included on the list for lay-off cannot be considered for lay-off until there are no Limited Contract (Temporary) Instructors and Limited Term Faculty in the Department/School and all Faculty members hired in the Department/School after December 31,

1991, have already been subject to lay-off.

(e) As soon as a proposed redundancy list is completed, it will be reviewed by the RRB consisting of three Tenured Faculty members, none of whom is a member of the R.I.A.C. The RRB shall consist of an appointee of the Vice President and an appointee of the RFA Executive, who in turn will name a mutually acceptable third appointee to chair the RRB. Furthermore, one of the three aforementioned appointees shall usually be a member of the Department/School involved. The RRB will follow an established procedure in evaluating the recommendations of the Chair and Dean. On completion of the review, the RRB will issue a confidential report to the Chair and Dean. The RRB will also provide a copy of the report to the President, Vice President, and Association President.

(f) After due consideration of the RRB report, the Dean will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Faculty member(s) of his/her (their) lay-off status and the options open to such Faculty member(s). The lay-off date shall be August 31 in all cases.

7. From the date of notice to the date of lay-off, the Faculty member shall retain his/her status as a Tenured Faculty member unless he/she voluntarily arranges an employment separation. On the separation date:

(a) he/she will receive a separation allowance equal to one-half month's salary per year of service to a maximum of six months' salary;

(b) he/she will waive all rights of participation in the Faculty re-employment Program; and

(c) he/she will retain his/her right of recall (Article III F 9 and 10) and his/her right of Appeal (Article VII).

8. If the Faculty member has not exercised his/her right of voluntary separation (7 above) by the lay-off date, or in the case of an appeal extending beyond the lay-off date, within seven days of the confirmation of the lay-off, then on the appropriate date he/she shall either:
 - (a) accept employment separation in accordance with paragraph 7, or
 - (b) enter the Faculty re-employment Program (Appendix E).
9. Within three years of being laid-off, the Faculty member shall be offered by registered mail the first available Faculty appointment in his/her previous Department/School; in a field in which his/her expertise can be used. Where more than one Faculty member has been laid-off from the Department/School, offers shall be made to Faculty members in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the Faculty member to fulfil his/her current employment obligations. An offer made to a Faculty member under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph.
10. During the three years following the date of lay-off, the Faculty member shall be notified by registered mail, of all academic positions which become available in Departments other than his/her former Department/School, and which have not been filled by Faculty members entitled to these positions under paragraph 9. The Faculty member, should he/she 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/are undertaken.
11. Within three years of the date of lay-off, a Faculty member may apply to the Director of Human Resources to be notified of any non-academic vacancy for which he/she is qualified, or could become qualified within twelve months on the job. Should he/she apply for such a position, he/she will be subject to the usual hiring practices of the Institute, and he/she will be considered along with internal candidates for the

position, having due regard for the promotion expectations of others within the Department/School, but before outside advertisement is undertaken. Should he/she be accepted in the position, his/her salary would be within the position's salary range at a level normal for position incumbents having Ryerson Service equal to that of the redundant Faculty member.

12. (a) Changes to Article III, F. require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992 and still working under Mode I of Article VIII.
- (b) Changes to Article III, F cannot be made as a result of arbitration.
- (c) Article III, F forms part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article VIII, whichever comes first.

G. RETIREMENT

A Faculty member shall retire normally on August 31 following his/her 65th birthday. The Early Retirement Incentive Program set out in Appendix H shall be in effect until August 31, 1998. The feasibility of extending this program beyond this date will be discussed in the negotiations that will take place in the Spring of 1998 or those negotiations which will deal with the Agreement to come into force on July 1, 1998.

Article IV

BREAKS AND EXTENSION

A. Mode I

For Faculty members appointed before January 1, 1992, the following provisions will apply until their retirement:

1. 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 Chair and two administrators senior to him/her.
2. Faculty members will not be required to teach more than two terms in any twelve month period.
3. Unless agreed to as a special condition at the time of employment, teaching after six p.m. will be on a voluntary basis. The terms and conditions of each appointment will be made available to the Association.
4. Teaching on Saturday will be on a voluntary basis. Faculty members may be required to invigilate one Saturday examination per academic year.
5. (a) Changes to Article IV A. require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, and still working under the provisions of Mode I of Article VIII.
(b) Changes to Article IV A. cannot be made as a result of arbitration.
(c) Article IV A. forms part of this Agreement until all Faculty hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article VIII, whichever comes first.

B. Mode II

For Faculty members appointed after December 31, 1991:

1. The period for vacation shall be five weeks per year until the completion of twenty years of service at which point the entitlement shall be increased to six weeks per year. It is understood that the five and six week periods do not include those periods when the Institute is closed.
2. Faculty members will not be required to teach more than two terms in any academic year.
3. Unless agreed to as a special condition at the time of employment, teaching after six p.m. will be on a voluntary basis. The terms and conditions of each appointment will be made available to the Association.
4. Teaching on Saturday will be on a voluntary basis. Faculty members may be required to invigilate one Saturday examination per academic year.

Article 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 Tenured 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 teachers, 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/her Chair by September 30th prior to the academic year in which he/she plans to start his/her leave. By the following March 31st he/she shall be advised of the Board's decision. The Faculty member shall complete and sign the requisite memorandum of agreement with the Board by May 31st.
- (b) the purpose of the leave shall fall within the criteria established by the Ryerson Academic Council. Individual leaves shall require the approval of the Departmental Council and the Dean.
- (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/her 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, 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 percent of his/her normal active employment salary, following six years' service from commencement of employment or return from paid leave, 70 percent after seven years, 80 percent after eight years and 90 percent after nine years.
- (b) A Faculty member with six or more years' service has the option of a half-year leave with pay, instead of a one-year leave with pay, on the following terms: 60% of normal salary after 3 years of service from date of return from previous paid leave, 70% after 3-1/2 years of such service, 80% after 4 years of such service, and 90% after 4-1/2 years of such service or when taking his/her first leave with pay.
- (c) 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 paragraphs (a) and (b) above, "service" will not include periods of "leave without pay."
- (d) A Faculty member on paid leave shall report to the Board any outside remuneration received while on leave, which would not have been received had he/she not been on leave. He/she shall be entitled to retain all such remuneration up to the difference between his/her salary while on leave and his/her normal salary. If greater outside remuneration is received, his/her entitlement from the Institute will be reduced by one-half of the excess.
- (e) In recognition of the fact 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 percent of the Faculty members of any one Department/School at any given time. Departments/Schools with fewer than seven Faculty members will be given special consideration to ensure that Faculty members therein have full opportunity for the exercising of this article's (V A 2.) provisions.

- (f) In addition to the benefits covered above, the Faculty member on leave must contribute to his/her pension based on salary while on leave, and will continue to be covered by the Salary Continuation and Disability Protection Plan. Members of the Ryerson Retirement Pension Plan have the option of contributing to the pension plan on the basis of their normal active salary. In the case of disability, the benefit will be 80 percent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.
- (g) During the first academic term after returning from paid leave, a Faculty member shall provide to the Dean and the Chair a written report of activities undertaken and objectives accomplished while on paid leave.

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/she may be granted leave without pay subject to the exigencies of the service.
- (b) In order to receive service credit in the Ryerson Pension Plan, a Faculty member on leave without pay who is a member of this Plan is required to contribute to the Plan an amount equal to the contributions due on the basis of normal active salary. These contributions are to be paid in two

when the maternity leave ends, unless the child has not yet come into the custody, care and control of a parent.

The employee will continue to accrue seniority during his/her parental leave, and the Institute will continue the employee's benefit coverage during this leave period, unless the plan is contributory and the employee has elected to discontinue contributions. This means that employees who contribute to the Ryerson Retirement Pension Plan may elect to continue their contributions to the plan during their

equal instalments - the first at the beginning of the leave and the second at the end of the leave.

- (c) A Faculty member on leave without pay is eligible to continue his/her Group Life Insurance at the rate in effect immediately prior to the commencement of leave and to participate in the Long Term Salary and Disability Protection Plan.
- (d) The cost of participation in the available benefits will be paid entirely by the Faculty member annually in advance. Upon his/her 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.
- (e) Association dues will be paid by the Faculty member concerned in advance for the period of the authorized leave without pay. Payment will be made to the Board which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article II D 3.).

B. SPECIAL LEAVES

1. Compassionate Leave

A short leave of absence with pay may be granted by the Board for compassionate reasons.

2. Maternity Leave

(a) Female members of the Association shall be entitled to maternity leave as from time to time provided for in the Ontario Employment Standards Act. During such leave the Institute will pay to the member a Supplementary Unemployment Benefit (SUB) at the time that normal salary payments would be paid.

(b) The details of the maternity leave are recorded in Appendix C of the Agreement.

permit. If the Chair of his/her Department/School or the Dean of his/her Division objects to his/her candidacy, he/she shall state the grounds of his/her objection both to the prospective candidate and to the Dean or the President.

- (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 Chair 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/she is defeated in his/her first candidacy and elected on his/her second, he/she may claim the same entitlement if he/she is a candidate at the next succeeding election.

- (c) If the member of the Association is elected he/she shall, while serving in the office to which he/she has been elected, be entitled to leave of absence upon the following basis:
- i) Parliament: leave of absence without salary for a period up to five years;

of a newborn or adopted child are entitled to an unpaid parental leave. Parental leave shall not extend beyond eighteen (18) weeks for each parent. Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. For females who are entitled to maternity leave, parental leave must begin

- ii) Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full-time job.
- 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, and in responsibilities; leave of absence without salary for a period up to five years will be granted to those who choose to view such position as a full-time job.
- (iv) Mayor of a Municipality or Chair of the Metropolitan Toronto Council: leave of absence without salary.
- (d) During the extended leave, the member of the Association shall have all the normal rights of members on leave of absence.
- (e) If a member of the Association, whether serving as such or on leave granted to him/her on election to Parliament or the Legislature, is appointed a Minister of the Crown, he/she will be expected to resign his/her Ryerson post.
- (f) Arrangements involving full-time leave of absence normally shall hold for one term of public service or five years¹, whichever is the longer. If the member of the Association continues to serve after the five-year period, then he/she will be expected to resign his/her

1

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

Ryerson post. If thereafter, he/she wishes to return to Ryerson, his/her 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 member of the Association to Ryerson do not suffer.

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

7. Faculty Exchange Leaves

- (a) A Faculty member who has received the Vice President's approval to participate in a Faculty exchange program with another institution with which the Institute has an exchange agreement retains active full-time employment status with the Institute in all respects except that his/her academic assignments during the period of the exchange leave shall be determined by the appropriate academic officer of his/her host institution.
- (b) The period of such an exchange leave shall normally not exceed one year.
- (c) An exchange Professor who comes to the Institute under the terms of a formal exchange program shall not be a member of the Association. His/Her academic assignments while at the Institute shall be recommended by the Dean on the advice of the Chair and approved by the Vice President.

8. Legal Leave

The Board shall grant leave of absence with pay to a Faculty member who is called to serve as a juror, a witness, or, in the case of an action resulting from the performance of his/her contractual obligations to the Institute, as either a plaintiff or defendant, in a court of law. Any reimbursement for such duty, less out-of-pocket expenses, shall be remitted forthwith to the Institute cashier.

Article 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 Faculty members and the Institute through the Academic Council recognize their mutual responsibility for maintenance of academic excellence and standards within all courses offered for credit by the Institute. Teaching supervision, staffing and course content shall be the responsibility of the academic Division, Department/School, and/or discipline recommending the academic course credit.
3. 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.

Mode I

The following provisions apply only to Faculty members appointed before January 1, 1992, whose workload is determined by Mode I of Article VIII:

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/her professional competence in his/her own discipline and to acquire and maintain reasonable pedagogical competence. He/She will try to stimulate intellectual curiosity and enthusiasm for learning. He/She will avoid anything which will damage the self-respect of those he/she 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 will make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which members of the Faculty may function as responsible academics.
6. 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; and to inform the Chair when, during the academic year, they are undertaking any employment outside the Institute or are engaging in a major course of study.
7. Faculty members will not criticise 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. This clause is not intended to restrict the Faculty's right to freedom of discussion on issues arising within the Ryerson Community as Faculty, Staff, and Students participate

VI C. MODE I

in the public life of the Institute, through their participation in its various policy formulation/implementation committees. It is recognized, however, that such discussion will be pertinent to the functions of the committees, and will be carried out responsibly.

8. (a) Changes to Mode I of Article VI C. require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992.
- (b) Changes to Mode I of Article VI C. cannot be made as a result of Arbitration.
- (c) Mode I of Article VI C. forms part of this Agreement until all Faculty hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article VIII, whichever comes first.

Mode II

The following provisions apply to all Faculty members appointed after December 31, 1991, and to those Faculty members appointed before January 1, 1992, who have chosen the provisions of Mode II of Article VIII to govern their workload:

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/her professional competence in his/her own discipline and to acquire and maintain reasonable pedagogical competence. Moreover, each Faculty member agrees to maintain the capacity and commitments referred to in Article III B. 1. (c) Mode II i) and to fulfill the academic duties described in section A through F of Article VIII, Mode II. He/She will try to stimulate intellectual curiosity and enthusiasm for learning. He/She will avoid anything which will damage the self-respect of those he/she 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 will make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which members of the Faculty may function as responsible academics.
6. 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; and to inform the Chair when, during the academic year, they are undertaking any employment outside the Institute or are engaging in a major course of study.

VI C. MODE II

7. Faculty members will not criticise 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. This clause is not intended to restrict the Faculty's right to freedom of discussion on issues arising within the Ryerson Community as Faculty, Staff, and Students participate in the public life of the Institute, through their participation in its various policy formulation/implementation committees. It is recognized, however, that such discussion will be pertinent to the functions of the committees, and will be carried out responsibly.

Article VII

APPEALS

A. GROUNDS

1. Any dispute over matters arising from the administration of the Agreement, including but not limited to 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 or discipline taken against any Faculty member, including but without limiting the generality of the foregoing, formal warnings, financial penalties, and suspensions with defined terms for reinstatement;
 - (c) Demotions and reclassifications;
 - (d) Denial of promotion to the next rank;
 - (e) Decreases in pay or allowances;
 - (f) Forced resignations or non-transfers to the Tenured Faculty;
 - (g) Matters affecting personal integrity and/or the dignity of the teaching profession (as defined in Article VI);
 - (h) Lay-offs;
 - (i) 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 TENURED FACULTY

1. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the receipt of the official response of the Vice President, the problem will be stated in writing in quintuplicate. One copy will be sent to each of: President, President of the Association, Chair of the Association Appeals Committee, and the Secretary of the Board. An appeal may also be initiated in the same manner at any time after twenty regular working days have elapsed since the matter was referred to the Vice President and no official response by him/her has been received.
2. Within fourteen calendar days of receipt of the written statement of appeal, the two Presidents shall appoint jointly an Intermediary.
3. Within thirty calendar days of his/her appointment, the Intermediary shall receive submissions from both parties, and shall begin to consult informally and without the presence of legal counsel with all interested parties in order to ascertain all relevant facts. The Intermediary shall determine his/her own procedures to ensure that both parties have full opportunity to present their cases.
4. As expeditiously as possible, the Intermediary shall present his/her findings in writing to the two Presidents, with copies to: the Faculty member, the Association, and the Secretary of the Board.
5. Within fourteen calendar days of the receipt of the Intermediary's report, the Association shall meet with the President or his/her nominee to attempt to work out a settlement.
6. If within fourteen calendar days of the first meeting between the President and the Association no satisfactory settlement is reached, the President shall make recommendation to the Board for action.
7. At its next ensuing regular meeting the Board shall act in the matter, and shall notify in writing the President, the Association, and the Faculty member of its decision.

8. Upon receipt of such notification of the Board's decision, the Association, if dissatisfied, shall so inform in writing the Secretary of the Board. Proceedings for Arbitration shall be taken forthwith by joint application in writing to the Minister.
9. Within twenty-one calendar days of the above notification the Minister shall be asked to appoint an Arbitrator acceptable to both parties.
10. In cases involving dismissal or lay-off, if the Arbitrator's award is not rendered before the end of the six-month termination notice period, the aggrieved Faculty member's pay and benefits shall continue until the award is made.
11. In cases involving financial penalty, the penalty shall not be applied until the Arbitrator's award is made.
12. Any costs incurred in the above procedures shall be shared equally by the Association and the Board.
13. By mutual agreement, any of the above time limitations may be extended.
14. The decision of the Arbitrator shall be final and binding on both parties.
15. Paragraphs 1. through 14. above notwithstanding, the provisions of section D. below shall be the Appeal Procedures followed, as mentioned in Mode II of Art. X, in the case of denial of promotion or denial of merit award.

D. PROCEDURES FOR PROBATIONARY AND LIMITED TERM 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 receipt of the official response of the Vice

President, the problem will be stated in writing in quadruplicate. One copy will be sent to each of: President, Secretary of the Association, and Chair of the Association Appeals Committee. An appeal may also be initiated in the same manner at any time after twenty regular working days have elapsed since the matter was referred to the Vice President and no official response by him/her has been received.

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 Chair 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 chair 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 Chair of the Association Appeals Committee.
5. Within ten regular working days of the appointment of its Chair, the Appeal Board shall:
 - (a) be provided with copies of the submission referred to in D 2 above, by the Chair 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 Chair 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 Chair, Dean, Vice President and President include Vice President Academic, Acting Chair, Acting Dean, Acting Vice President for the purpose of this Article.
3. These procedures, with appropriate variations, are available to the Board or its representatives.

Article VIIIWORKLOAD

MODE I

The workload provisions of Mode I apply to all Faculty members hired before January 1, 1992, who have not elected the option described in I immediately below.

A. Assigned teaching and related work averaged over a Faculty member's two teaching semesters in the academic year will not exceed 50 hours per week, as measured by the aggregate of the following factors:

1. Academic Course Hours

(a) Faculty members will teach from 9-16 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students.

(b) Teaching after 6 p.m.

A Faculty member, who in a span of any six of his/her teaching semesters teaches after 6 p.m. a total of more than the equivalent of three academic course hours per week for one semester, will be given extra credit as follows: Each academic course hour taught after 6 p.m. in excess of the above limit will be credited as a 1-1/2 academic course hour for all purposes of this Article except for the purpose of calculating course preparation hours under Section A. 2, and for the purpose of calculating student contact hours under Section B.

(c) The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours, including a meal period. However, at the Faculty member's request the daily teaching span will be extended to ten hours to achieve a four day work week. Should the Chair be unable to accede to the request he/she shall so

notify the Faculty member in writing with reasons. Should the Faculty member be dissatisfied with the reasons, he/she may appeal to an ad hoc committee consisting of an appointee of each of the Vice President, the Registrar, and the Association President. The decision of this committee shall be final.

2. Course Preparation Hours

- (a) For the first section of a new course, or a course not taught by the Faculty member in the previous four years, three preparation hours for each academic course hour.
- (b) For the first section of a course taught within the previous four years, but not within the previous two years, including superseded courses in the same subject at the same level, two preparation hours for each academic course hour.
- (c) For the first section of a course taught within the previous two years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.
- (d) If a course which would otherwise be covered by (b) or (c) above has undergone major changes in content or methodology since the last time the Faculty member taught it, first section preparation credits will be as follows:
 - (i) For a course not taught in the previous three years, three preparation hours for each academic course hour.
 - (ii) For a course taught in the previous three years, two preparation hours for each academic course hour.
- (e) For courses with more than six academic course hours per week, the first section preparation credits for the first six academic course hours will be as indicated in (a), (b), (c) and (d)

VIII MODE I

above. For academic course hours after the first six, one preparation hour per academic course hour.

- (f) For each additional section of a course in (a), (b), (c), (d) or (e) above, 1/3 preparation hour for each academic course hour.

3. Student Evaluation and Academic Counselling Hours

- (a) For marking assignments, assessing student performance on tests and examinations, developing evaluation techniques, academic advisement, and individual instruction, one evaluation and counselling hour for each nine students in each course taught. In courses where with the agreement of the Faculty member marking assistance is provided, this credit will be reduced to a level determined by the Chair. For the purpose of calculating evaluation and counselling hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.
- (b) Each Faculty member will schedule at least one counselling hour per week for every three academic course hours assigned.

4. Routine Departmental Duties

No Faculty member will be credited with less than one half-hour per week for the performance of routine departmental duties such as departmental and Departmental Council meetings.

5. Curriculum Development

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