

1971



AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS
RYERSON POLYTECHNICAL INSTITUTE

AND

THE RYERSON FACULTY ASSOCIATION

AGREEMENT

between

The Board of Governors

Ryerson Polytechnical Institute

and

The Ryerson Faculty Association

July 1, 1971

ARTICLE I

AGREEMENT	is the collective agreement negotiated between the Board and the Association as agents for the Faculty. This agreement will come into force on 1st July 1971, superseding the agreement previously in force.
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	for the purpose of this agreement the term Faculty includes all those who are classified as full-time instructors from time to time by agreement between the Board and the Association, as well as <i>Instructor-Supervisors</i> , Assistant Chairmen, Chairmen, Deans, and the Vice President Academic.
PART-TIME FACULTY	for the purpose of this agreement the term part-time Faculty includes those instructors who are <i>teaching courses approved by the Ryerson Academic Council</i> .
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.
INCREMENT	is the annual <i>salary</i> increase awarded to a Faculty member for satisfactory <i>performance</i> under this agreement.

INSTITUTE is Ryerson Polytechnical Institute.
MINISTER is the Minister of Education of Ontario.
PRESIDENT is the President of Ryerson Polytechnical Institute.
VICE PRESIDENT is the Vice President Academic of Ryerson Polytechnical Institute.

ARTICLE II

1. This Agreement is to be in force until 30th June, 1972. *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 I only by the mutual written agreement 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, not less than ninety days prior to June 30, 1972, *the termination date*, of its desire to negotiate changes in the Agreement. Representatives of the parties shall meet and commence negotiations within fourteen days of such notice.
5. At any time after fourteen days from the commencement of negotiations, either party may request the services of a conciliator appointed by the Minister of Labour, who will endeavour to resolve the outstanding issue(s).
6. 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.
7. If after seven days from the withdrawal of the conciliator 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.

If after seven days the parties have been unable to agree on an arbitrator, the briefs will be passed to the Minister of Education 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.

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

9. All member of the Faculty shall automatically as a condition of employment, become and remain members of the Association.

The Board agrees to provide the Association with a list of changes in its Faculty upon request.

10. 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.

ARTICLE III

APPOINTMENTS, RESIGNATIONS, DISMISSALS, STAFF REDUCTIONS AND RETIREMENTS

1. APPOINTMENTS

Each new Faculty member is appointed to the probationary staff by a Dean. This appointment will be recommended by a hiring and tenure committee, one member of which will be a regular staff member of his department below the rank of instructor-supervisor, who is elected by the regular staff members of his department. During the probationary period the Faculty member shall be inspected for teaching competence by at least three different people from the committee each semester who will submit to him a carbon to the Dean, Chairman and the Secretary of the Faculty Association a letter containing constructive criticism. Where possible at least one of the inspecting people each semester will be a regular staff member in the probationary member's field of teaching. During a Faculty member's second year of service on probationary staff his teaching competence and acceptability as a regular Faculty member will be reviewed by the committee. The probationary Faculty member will in writing with reasons from the committee and with six months' written notice:

- (a) Be appointed to the regular staff; or
- (b) Receive an additional appointment of one year to the probationary staff; or

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(c) Receive no appointment, in which case his employment with the Institute shall cease.

If the written report of the committee indicates action (b) or (c) above, the Faculty member and/or his representative may upon his written request within 10 working days meet the committee to dispute the committee's written recommendation. Within 10 working days of meeting the committee the probationary member will again in writing with reasons from the committee:

- (a) Be appointed to the regular staff; or
- (b) Receive an additional appointment of one year to the probationary staff; or
- (c) Receive no appointment in which case his employment with the Institute shall cease.

When a Faculty member has completed an additional one year period of service as a member of the probationary staff as in (b) above the committee formed as above will again review his teaching competence and acceptability as a regular Faculty member whereupon the Faculty member will in writing with reasons from the committee and with six months' notice:

- (a) Be appointed to the regular staff; or
- (b) Receive no appointment in which case his employment with the Institute shall cease.

If the written report of the committee indicates action (b) above, the Faculty member and/or his representative may upon his written request within 10 working days meet the committee to dispute the committee's written recommendation. Within 10 working days of meeting the committee the probationary member will again in writing with reasons from the committee:

- (a) Be appointed to the regular staff; or
- (b) Receive no appointment, in which case his employment with the Institute shall cease.

2. RESIGNATIONS

- (a) In the first four months of employment, a Faculty member may resign on one month's written notice.

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- (b) Thereafter, three months' written notice is required.
- (c) Resignation by a Faculty member must be in writing, addressed and delivered to the Chairman of his Department.

3. DISMISSALS

- (a) Decisions on dismissals shall be recommended to the Dean by the committee as constituted in Article III paragraph 1.
- (b) 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.
- (c) In the remainder of the probationary period, including any extension thereof pursuant to I(b) above, a Faculty member may be dismissed with six months' written notice, or six months' pay in lieu of notice.
- (d) Neither notice nor pay will be necessary in cases of theft or other gross misconduct.
- (e) A regular Faculty member may be dismissed only for:
 - (i) incompetence or persistent neglect of responsibilities as defined in the Code of Professional Conduct 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.
 - (ii) Theft or other gross misconduct; neither nor pay will be necessary.

4. FACULTY REDUCTIONS

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 to adapt them to an available position within the Institute.

5. RETIREMENT

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

ARTICLE IV

BREAKS, THIRD SEMESTER, EXTENSION

1. For Faculty members the periods of study, course preparation, related work and holidays will be not 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 administrative senior to him.
2. Faculty members will not be required to teach more than two semesters in any twelve-month period.
3. Unless agreed to as a special condition at the time of employment, teaching after 6:00 p.m. and on Saturday will be on a voluntary basis. The term and conditions of each such appointment will be made available to the Association.

ARTICLE V

LEAVES OF ABSENCE

1. EXTENDED LEAVES OF ABSENCE

- (a) 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:
 - (i) the Faculty member must apply in writing to the Board through his Chairman at least eight months prior to 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.
 - (ii) the purpose of the leave shall be for experience approved by his department Academic Council, and the Ryerson Academic Council.

- (iii) 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 I.a.(i), and (ii) above.
- (iv) The Faculty member's entitlement to increment will not be interrupted.
- (v) 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, extended health, and Group Life Insurance benefits.

(b) Leaves with Pay

- (i) A Faculty member will normally be eligible for leave with pay at 60 per cent of his normal active employment salary, following six years' service from commencement of employment or return from leave. Both service criteria and salary while on leave may be adjusted by mutual agreement between the Board and the Faculty member.
- (ii) 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 60 per cent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.

(c) Leaves Without Pay

- (i) 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.
- (ii) 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.

- (iii) 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.
- (iv) Association dues will be paid by the Faculty member directly to the Association.

2. SPECIAL LEAVES

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

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 "Women's Equal Opportunity Act" (Ontario) [see Appendix C]. However, other employment within the Institute will be made available at her regular salary.

- (b) 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.

ARTICLE VI

CODE OF PROFESSIONAL CONDUCT

The Association and 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.

The Board acknowledges the primary responsibility of providing

an administrative structure and climate in which effective teaching may take place.

Toward this end, members of the Faculty will be given a maximum of academic freedom consistent with the operation of the department and every possible encouragement to experiment with new teaching methods and techniques. Every possible opportunity will be provided for personal academic development and growth. 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.

The Faculty members acknowledge their primary professional concern for students.

In the classroom every attempt will be made to create an atmosphere in which students may learn.

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.

Members of the Association acknowledge a responsibility to the Institute and to each other, insofar as this is necessary to serve students. In acknowledgement of this responsibility, 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. A Faculty member will not criticize other staff members to students and will not encourage or solicit criticisms of colleagues from students.

Faculty members will not discuss their grievances with students.

The Institute and Association agree to work together in resolving questions arising out of the Code of Professional Conduct.

ARTICLE VII

APPEALS

1. GROUNDS

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 2 and 3 of this Article:

- (a) Denial of annual increment;
- (b) Dismissals;
- (c) Demotions or reclassifications or extension of probation;
- (d) Decreases in pay or allowances;
- (e) Forced resignations or non-appointment to regular staff;
- (f) Matters affecting personal integrity and/or the dignity of the teaching profession as defined in the Code of Professional Conduct.
- (g) Other differences between the parties arising from the interpretation, application, administration or alleged violation of this agreement.

2. INITIATION

An appeal will be initiated by the 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.

3. PROCEDURE FOR REGULAR STAFF

- (a) Within ten regular working days, not including holidays and vacation periods for the aggrieved staff 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 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 by section 2 of this Article.
- (b) Within fourteen calendar days of this submission, the 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.

- (c) If, within fourteen calendar days of the first meeting between the President and the Appeals Committee, no satisfactory settlement is reached, the Chairman of the Appeals Committee will notify immediately thereafter the Secretary of the Board.
 - (d) Within fourteen calendar days of this notification, a committee of the Board will meet with the Appeals Committee of the Association to attempt to work out a settlement.
 - (e) If, within fourteen calendar days of the first meeting between the Board committee and the Appeals Committee, no mutually satisfactory agreement is reached, proceedings for arbitration are to be taken by joint application in writing to the Minister.
 - (f) 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.
 - (g) The decision of the Arbitrator will be final and binding on all parties.
4. PROCEDURE FOR PROBATIONARY STAFF
- (a) Within ten regular working days, not including holidays and vacation periods for the aggrieved staff member, of the cause of the appeal, the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Appeals Committee and Secretary of the Board.
 - (b) Within fourteen calendar days of this submission, the Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to settle the difference.
 - (c) The decision of the President is final.
5. All time limits specified in this Article are subject to extension by mutual agreement.
6. The terms Chairman, Dean, Vice President and President include Acting Chairman, Acting Dean, Acting Vice President and Acting President for the purposes of this Article.
7. These procedures, with appropriate variations, are available to the Board or its representatives.

ARTICLE VIII

TEACHING LOAD

The teaching load will be determined by factors which include the nature of the subject or subjects to be taught, the number of subjects to be taught, the teaching experience of the instructor concerned, the size of the classes taught, the amount of academic preparation needed and the marking load, including tests, term examinations, supplementary examinations and laboratory responsibilities.

The Association and the Board acknowledge the need for flexibility in the assignment of teaching loads, but agree to the following guidelines:

1. A normal load will be as (a), (b) or (c) below:

	Appearances Per Week	No. of Preparations Per Week	Teaching Span in Hours Per Day
(a)	18-20	6 or fewer	7
(b)	16-18	9	7
(c)	14-16	12	7

2. Under normal circumstances the average number of appearances multiplied by the average class size will be approximately 510.

2A. Under normal circumstances each class or section will contain no fewer than 15 students, and no more than 35 students.

3. Combining of classes will be by agreement between the instructor and the Chairman.

4. With the approval of his Chairman, a member of the regular Faculty embarked on a program of professional improvement may accept a decreased teaching load at the Institute with a proportionate reduction in pay.

5. The Board recognizes its obligation to faculty and students to ensure that all instructors are given reasonable teaching loads which will enable them to perform their duties efficiently, to maintain high standards of instruction and to give individual attention to their students.

ARTICLE IX

BENEFITS

1. MEDICAL AND HOSPITAL INSURANCE

The Board assumes fifty per cent of the cost of premiums paid through the Institute by Faculty members for Ontario Hospital Services Standard Plan, and sixty-six per cent of the premiums paid through the Institute for the current standard medical coverage.

2. GROUP LIFE INSURANCE

The Board assumes fifty per cent of the cost of premiums paid for a group life insurance policy as detailed in the Master Contract Group Life Policy G-3594 with the Mutual Life Assurance Company of Canada. Faculty members on staff at 1st July, 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 staff after June 30, 1968, participation in the Group Life Plan is a condition of employment.

3. PENSION PLAN

Holders of Ontario teaching certificates are required to contribute to the Ontario Teachers' Superannuation Fund. All others classified as full-time instructors 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.

4. SALARY CONTINUATION AND DISABILITY PROTECTION

- (a) 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:
- (i) To continue to participate in the present Sick Leave Credit and Gratuity Plan, as described in Appendix A; or

(ii) 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.

(b) 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 present 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.

(c) 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.

5. TRAVEL INSURANCE

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

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:

Years of Acceptable Experience	1 Ph.D. or M.Phil.	2 Master's Degree	3 5 Year Degree	4 4 Year Degree	5 3 Year Degree
0	11,505	10,053	9,606	9,159	8,712
1	12,063	10,500	10,053	9,606	9,159
2	12,624	10,947	10,500	10,053	9,606
3	13,182	11,505	10,947	10,500	10,053
4	13,740	12,063	11,505	10,947	10,500
5	14,298	12,624	12,063	11,505	10,947
6	14,856	13,182	12,624	12,063	11,505

7	15,414	13,740	13,182	12,624	12,063
8	16,086	14,298	13,740	13,182	12,624
9	16,755	14,856	14,298	13,740	13,182
10	17,424	15,414	14,856	14,298	13,740
11	18,096	16,086	15,414	14,856	14,298
12		16,755	16,086	15,414	14,856
13		17,424	16,755	16,086	15,414
14		18,096	17,424	16,755	

with starting salaries being determined by:

- (a) CATEGORY: the above academic qualification 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 the Code of Professional Conduct and reserves the right, in the case of infractions of the Code of Professional Conduct 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 1st, 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 I (b) (ii), 3, 4, or 5 will be available to the Association.

ARTICLE XI

It is agreed that the Negotiating Committee will continue to meet to consider the reports which will be submitted by the Committee set up by Article XI of the past Agreement, and in addition to consider the terms of reference and condition of employment of part-time faculty, the comprehensiveness of the benefit program, and any other matters of mutual concern, and finally to reconsider the format of the complete Agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

The Board of Governors of Ryerson Polytechnical Institute

D. L. MORDELL, President

J. R. GORMAN, Secretary

The Ryerson Faculty Association

P. D. KERR, President

D. M. RIVA (Mrs.) Assistant Secretary

APPENDIX 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 staffs and who transferred to the Institute staff on April 1st, 1964.

APPENDIX B

NEW SALARY CONTINUATION AND DISABILITY PROTECTION PLAN

The plan described below is available electively to each full-time Faculty member as at September 1st, 1969. Participation in it shall be a condition of employment for each full-time Faculty member engaged on or after September 1st, 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, income protection coverage will continue in force through a waiver of premium clause.
3. During any period of total disability due to sickness or accident, Group Hospital and Medical Plan premiums falling due within a period of 90 days from the beginning of total disability will be paid by the Institute; thereafter the member or his agent by written request and by payment of his share of the premium may continue as a member of the insured groups.
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 the 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:
 - (a) His regular monthly salary will be paid by the Institute for a period equal to the first month of total disability; and

- (b) Thereafter, his salary will cease and a monthly benefit will be paid by an outside insurer up to 60 per cent of his regular monthly salary at the commencement of the total disability. This benefit will continue until recovery, retirement, or age 65, whichever comes first.
 - (c) Upon his return to teaching, the benefit provided in (b) above will cease and his regular salary from the Institute will be resumed.
 - (d) Should there be a recurrence of the same or casually related total disability within 6 months of his return to work his salary will cease and the insured benefits will resume with no waiting period. An unrelated total disability, or a recurrence after 6 months from the date of return to teaching after a previous total disability, is not a recurrence of the same or casually related sickness or disability for the purposes of this sub-section (d).
 - (e) If, in the opinion of Institute officials, a member of the S.C.D.P. plans has recovered from a long-term total disability and is capable of assuming the full responsibilities of his office, his rejoining salary may be increased one or more increments beyond his salary level at the commencement of his total disability.
 - (f) If, in the opinion of Institute officials, a member of the S.C.D.P. plan has a residual disability which precludes his resumption of teaching duties, every effort will be made to find suitable employment for him within the Institute.
6. As used in this offer, "total disability" means substantially the following: the complete inability to perform any and every duty of his regular occupation during the first two years of disability; thereafter he is considered disabled if unable to engage in any substantially gainful occupation for which he is qualified by reason of education, training or experience.
7. Each Faculty member who elected not later than October 1, 1969 to join the S.C.D.P. Plan at its inception will not accumulate any additional credits under the old Sick Leave Credit and Gratuity Plan. Instead, he is entitled to a gratuity of up to 55

per cent of his regular annual salary computed at date of withdrawal of gratuity as follows:

$$\frac{\text{No. of Days of Sick Leave Credit (maximum 365)} \times 55 \times \text{Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death}}{100 \times 365}$$

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:

$$\frac{\text{No. of Days of Sick Leave Credit (maximum 365)} \times 50 \times \text{Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death}}{100 \times 365}$$

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