

AGREEMENT

between

The Board of Governors
Ryerson Polytechnical Institute

and

The Ryerson Faculty Association

July 1, 1982 - June 30, 1983

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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.
ASSOCIATION	is the Ryerson Faculty Association.
BOARD	is the Board of Governors of Ryerson Polytechnical Institute.
CHAIRMAN	is the Chairman of a department and is appointed by the Board.
DEAN	is the Dean of a division and is appointed by the Board.
FACULTY	the term Faculty includes all regular and probationary teachers (including those on a re-employment program, reduced work-load, and/or lay-off status) as agreed between the Association and the Board; Assistant or Vice-Chairmen, Chairmen, Deans and the Vice-President; and other regular and probationary teachers who are, or have been, appointed to supervisory, administrative, and/or developmental positions; and all teachers on limited term appointments of not less than two years and not more than three years, as provided for in Article III B, 3. Notwithstanding the above, only the provisions of Article II D, and Article III B, 5, shall apply to the Deans and the Vice-President as such while they hold these offices, other conditions of their service in these functions being determined on an individual basis.
INCREMENT	is the annual salary increase awarded to a Faculty member for satisfactory performance under this agreement.
INSTITUTE	is Ryerson Polytechnical Institute.

LIMITED CONTRACT
(Temporary)
INSTRUCTOR

for the purpose of this agreement, the term Limited Contract (Temporary) Instructor includes those instructors hired for instructional duties for a defined limited time, normally of less than one year.

LIMITED TERM
FACULTY

the term Limited Term Faculty includes all teachers hired for a defined period of not less than two years and not more than three 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 teachers in the first three years of their career employment at Ryerson and holding the title of Lecturer or Professor.

PROFESSIONAL
COUNSELLORS

the term Professional Counsellors includes those people employed as Professional Counsellors by the Institute.

PROFESSIONAL
LIBRARIANS

the term Professional Librarians includes those people employed as Professional Librarians by the Institute.

REGULAR FACULTY

the term regular faculty includes all those teachers employed on a career basis at Ryerson who have successfully completed the three year probationary period and hold the title of Lecturer or Professor.

VICE-PRESIDENT

is the Associate Vice-President Academic of Ryerson Polytechnical Institute.

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

Article II

TERMS OF AGREEMENT

A. GENERAL

1. This Agreement will come into force on July 1, 1982 superseding the Agreement previously in force, and is to be in force until June 30, 1983. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.

2. A committee representing the Board and a committee representing the Association shall meet at the request of either party to discuss matters of mutual concern.

3. The Agreement may be altered before the date in Article II Section A. 1, only by the mutual written consent of the Board and the Association.

4. Except as otherwise provided in this Agreement, either party to the Agreement may serve notice on the other by March 1, 1983 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 will advise the chairmen of both negotiating committees before withdrawing his services.

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

4. By mutual agreement between the parties, the provisions of Section B may be waived.

C. ARBITRATION

1. 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-man 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 Chairman.
3. In the event that the parties fail to agree upon a single arbitrator or a Chairman 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 Chairman 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 Chairman.

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 Chairman 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 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.

Article III

STAFFING

A. DEPARTMENT APPOINTMENTS COMMITTEE

1. Each chairman shall establish annually a Department Appointments Committee (DAC) of at least three members as follows:

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

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

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

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

B. APPOINTMENTS

1. Probationary Faculty

- (a) Each new 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.
- (b) When approval has been given for a probationary appointment, the Chairman shall convene the DAC which shall conduct a search for a suitable appointee and forward its recommendation to the Dean.
- (c) Each successful applicant will normally have a relevant Master's degree and work experience. Applicants with less than a Master's degree but sufficient relevant work experience will also be considered. Relevant academic and work experience beyond the minimum will be recognized by an appropriate number of increments above the minimum salary, to be recommended by the DAC and agreed by the applicant and the Dean.
- (d) The Dean shall write a letter of appointment to each new probationary Faculty member containing the terms of appointment, and including specific probationary conditions for academic or professional upgrading if so recommended by the DAC.
- (e) 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 him, with a copy to the Dean, the Chairman, 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, no later than the last day of the term. Where possible, at least one assessor will be a regular Faculty member in the probationary member's field of knowledge.

- (f) Within six weeks of the end of each of the probationer's first and second teaching years the Chairman of the DAC shall submit in writing to the probationer an assessment of his overall progress towards fulfilling the criteria for transfer to regular Faculty. Copies of this assessment will be sent to the Dean, the Chairman, and the Secretary of the Association.
- (g) Within a further six weeks the probationer, if he wishes, may respond to the DAC in writing or verbally, at his discretion, to his assessments.

2. Regular Faculty

- (a) The following criteria shall be used in deciding whether a probationary Faculty member will be transferred to regular Faculty at the end of the probationary period.
 - (i) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;
 - (ii) competence in his own discipline;
 - (iii) capacity for curriculum development;
 - (iv) demonstrated commitment to the professional collegial life of his department;
 - (v) fulfillment of his obligations as a Faculty member under Article VI C.;
 - (vi) reasonable progress in satisfying such conditions of probation as were specified in the letter of appointment, and in overcoming weaknesses identified in his assessments.
- (b) 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 (a) above the DAC will make a recommendation to the Dean as to whether or not the probationer should be transferred to regular Faculty.

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

3. Limited Term Faculty

- (a) Limited Term Faculty may be appointed to replace Faculty members who are on extended leave, or who have been assigned non-teaching duties for a specific extended period. These limited term appointments shall be for defined periods of not less than two but not more than three years, shall lapse at their terminal date specified therein, and shall not carry with them any expectancy of transfer to probationary or regular Faculty. In other respects, limited term Faculty shall be subject to the terms and conditions of employment of probationary Faculty except that the provisions of Article III F and Article V A, B 4. shall not apply to them. The terms and conditions of such appointments and the specific Faculty members replaced shall be reported to the Association within one month of such appointments.
- (b) The number of such appointments in effect at any one time shall not exceed 2 percent of Faculty.

4. 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 normally be of less than one year's duration.

5. Supervisory, Administrative and Developmental Faculty
- (a) A regular Faculty member who assumes administrative or developmental duties shall continue to teach three academic course hours per week in his field of competence throughout his assignment to such duties; at the conclusion of these duties he shall have the right to be assigned to a full-time teaching position, normally within his 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 regular Faculty to an academic administrative position shall be assigned simultaneously teaching duties in his academic speciality or in another field in which he is judged by the Department concerned to have adequate qualifications. Such duties shall amount to three academic course hours per week, and shall form the basis upon which his teaching effectiveness shall be assessed; the provisions of B. 1.(e) and 2.(b) 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 appointee, the Dean or Chairman of the Division or Department 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 relinquishes his academic administrative duties, become a regular Faculty member provided, however, that the Redundancy Identification and Amelioration Committee referred to in F below, (but where necessary, including an appropriate replacement for the person referred to in (i)), which shall be convened for the purpose, has determined that there is no current or foreseeable redundancy situation in the Department 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 within four years of the appointment of the person to regular Faculty according to (ii) above, the budgeted full-time complement of the Department shall be increased by one for the balance of the four years.

4. Records of disciplinary action taken against any Faculty member will remain in his 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 Chairman 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 Chairman.

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. Regular Faculty

(a) A regular 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 regular Faculty members to other teaching 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 within his 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 Chairman of the department 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 teaching loads that are taught, or are planned to be taught, by other than regular or probationary faculty members, and that faculty members should be considered for available non-teaching positions in the Institute. The following sequence of priorities shall be followed:

- (a) seeking teaching opportunities elsewhere within the department (day and/or evening),
 - (b) seeking teaching opportunities elsewhere within the division (day and/or evening),
 - (c) seeking teaching opportunities elsewhere within the Institute (day and/or evening),
 - (d) seeking non-teaching employment opportunities within the Institute, consistent with regular Institute hiring procedure.
- 5.(a) If the R.I.A.C. is successful in finding a potential teaching opportunity outside the affected department, the DAC of the department with the redundancy situation will meet with the DAC of the department in need of expertise and the President of the Association.

- (b) i) If the DACs and the President of the Association agree that the available expertise is adequate for the available teaching load(s), they will recommend, to the Deans involved, willing and acceptable personnel of the department with the identified redundancy, to teach the available load(s).
- ii) If the available expertise is not considered completely adequate for any potential teaching opportunity, the R.I.A.C. will recommend to the Vice-President that a particular person or persons in the affected department undertake retraining during a specified time in a needed area of expertise, at the earliest opportunity. In this case, the Institute will make every reasonable effort to facilitate this limited retraining.
- (c) A faculty member who is assigned courses in another department to avoid redundancy will remain a member of his original department, unless 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 of its own, the aforementioned faculty member's seniority within the receiving department 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 new department, that is the receiving department, then he will be transferred back to his original department with a seniority equal to his original seniority plus the additional amount developed while within the receiving department.

6. In the event that the aforementioned efforts do not resolve the redundancy situation, and where the curricular teaching requirements have been provided for, and where a department 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 and the total number under consideration shall not exceed twice the number of redundant positions.

- (b) The Chairman 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) teaching 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 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(d).
- (d) As soon as a proposed redundancy list is completed, it will be reviewed by the RRB consisting of three regular faculty members, none of whom are members 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 involved. The RRB will follow an established procedure in evaluating the recommendations of the Chairman and Dean. On completion of the review, the RRB will issue a confidential report to the Chairman and Dean. The RRB will also provide a copy of the report to the President, Vice-President, and Association President.
- (e) 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/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 status as a regular Faculty member unless he voluntarily arranges an employment separation. On the separation date:
- (a) he 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 will waive all rights of participation in the Faculty Reemployment Program; and
- (c) he will retain his right of recall (Article III F 9 and 10) and his right of Appeal (Article VII).

8. If the Faculty member has not exercised his 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 shall either:

- (a) accept employment separation in accordance with paragraph 7, or
- (b) enter the Faculty Reemployment 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 previous department in a field in which his expertise can be used. Where more than one faculty member has been laid-off from the department, offers shall be made to faculty 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 fulfill his current employment obligations. An offer made to a faculty member under this paragraph, but refused by him 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 teaching positions which become available in departments other than his former department, and which have not been filled by Faculty entitled to these positions under paragraph 9. The Faculty member, should he apply for such a position within 21 days of mailing date, shall be interviewed by the appropriate DAC for the available position. This shall take place before any general advertisement of the position(s) is/are undertaken.

11. Within three years of the date of lay-off, a Faculty member may apply to the Director of Personnel to be notified of any non-teaching vacancy for which he is qualified, or could become qualified within twelve months on the job. Should he apply for such a position, he will be subject to the usual hiring practices of the Institute, and he will be considered along with internal candidates for the position, having due regard for the promotion expectations of others within the

department, but before outside advertisement is undertaken. Should he be accepted in the position, his 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.

G. RETIREMENT

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

Article IV

BREAKS AND EXTENSION

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

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

Teaching on Saturday will be on a voluntary basis. 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.

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 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 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 Chairman at least eight months prior to the beginning of the semester in which he plans to start his leave, with a tentative agreement to be reached between the two parties within a month of application. A firm, written, final agreement between the member and the Board shall be reached four months prior to the requested date of commencement of leave.
- (b) the purpose of the leave shall 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 leave. However, this does not preclude a renewal of leave by mutual agreement between the Faculty member and the Board, subject to conditions A.1.(a) and (b) above.
- (d) the Faculty member's entitlement to increment will not be interrupted.
- (e) the Faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, hospital, dental, extended health, and Group Life Insurance benefits.

2. Leaves with Pay

- (a) A Faculty Member will normally be eligible for a one-year leave with pay at 60 percent of his 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. Both service criteria and salary while on leave may be adjusted by mutual agreement between the Board and the Faculty member. For the purposes of this paragraph, "service" will not include periods of "leave without pay."
- (b) A Faculty member on paid leave may receive outside remuneration up to the difference between his salary while on leave and his normal salary. If greater outside remuneration is received, his entitlement from the Institute will be reduced by one-half the excess.

- (c) In recognition of the facts that the above provisions will make a paid leave feasible for a large number of present Faculty members, that quality of teaching must not suffer, and that the demands imposed by the new status must be met, the Institute will not be able to grant such leave to more than fifteen percent of the Faculty members of any one department at any given time. Departments 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.
 - (d) In addition to the benefits covered above, the Faculty member on leave must contribute to his pension based on salary while on leave, and will continue to be covered by the Salary Continuation and Disability Protection Plan. In the case of disability, the benefit will be 80 percent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.
3. Leaves Without Pay
- (a) Where a Faculty member is deemed ineligible for leave with pay, but where the Board recognizes that leave will enhance the Faculty member's potential value to the Institute, he may be granted leave without pay subject to the exigencies of the service.
 - (b) The Faculty member on leave without pay is not eligible to contribute to the Pension Plan. He will be eligible to continue his 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.
 - (c) The cost of participation in the available benefits will be paid entirely by the Faculty member annually in advance. Upon his return to active employment, the Institute will refund that portion of the premiums which it would normally have paid had the Faculty member been in active employment.
 - (d) Association dues will be paid by the Faculty member directly to the Association.

B. SPECIAL LEAVES

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

2. Recognizing that a Faculty member may be unable to fulfill her teaching commitments due to maternity leave of absence conflicting with the semester, it will be necessary therefore for her to withdraw from her instructional duties during the whole semester in which she is due. Maternity leave, without pay, will be arranged consistent with the "Employment Standards Act" (Ontario) (see Appendix C). However, other employment within the Institute will be made available at her regular salary.

3. The Board may allow time off and/or may financially assist Faculty members who wish to take short courses of a specialized nature approved by the Board, or to attend annual meetings of professional societies approved by the Board.

4. Political Leave

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

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

(ii) for election to the Legislature of Ontario: leave for the equivalent of one month;

(iii) for election to a Municipal Council, Commission, or Board: leave for the equivalent of five days;

(iv) for election as Mayor of a Municipality or Chairman of the Metropolitan Toronto Council: leave for the equivalent of ten days.

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

(c) If the Faculty member is elected he shall, while serving in the office to which he has been elected, be entitled to leave of absence upon the following basis:

(i) Parliament: leave of absence without salary for a period up to five years;

(ii) Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary 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 Chairman of the Metropolitan Toronto Council: leave of absence without salary.

(d) During the extended leave, the Faculty member shall have all the normal rights of members on leave of absence.

- (e) If a member of the Ryerson Faculty, whether serving as such or on leave granted to him on election to Parliament or the Legislature, is appointed a Minister of the Crown, he will be expected to resign his Ryerson post.
- (f) Arrangements involving full-time leave of absence normally shall hold for one term of public service or five years*, whichever is the longer. If the faculty member continues to serve after the five-year period, then he will be expected to resign his Ryerson post. If thereafter, he wishes to return to Ryerson, his appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part-time leave of absence may be renewed beyond the five-year period so long as the duties of the Faculty member to Ryerson do not suffer.
- (g) After the expiry of his term of public service, the Faculty member, if he has not resigned from Ryerson in accordance with the provisions of (f), shall return to Ryerson and it shall be incumbent on the Chairman of his Department to arrange his program so as to facilitate his return to full academic effectiveness.
- (h) These conditions shall not preclude the possibility of making other mutually acceptable arrangements.

5. 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 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.

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

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, 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.

C. OBLIGATIONS OF FACULTY MEMBERS

1. The Faculty members acknowledge their primary professional concern for students.

2. In the classroom every attempt will be made to create an atmosphere in which students may learn.
3. Each Faculty member agrees to maintain his professional competence in his own discipline and to acquire and maintain reasonable pedagogical competence. He will try to stimulate intellectual curiosity and enthusiasm for learning. He will avoid anything which will damage the self-respect of those he meets in class.
4. Faculty members acknowledge a responsibility to the Institute and to each other, insofar as this is necessary to serve students.
5. Faculty members agree to display a sense of responsibility for the facilities of the Institute; to maintain punctually their teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Chairman when, during the academic year, they are undertaking any employment outside the Institute or are engaging in a major course of study.
6. Faculty members will not criticize other Faculty members or Staff members to students; will not encourage or solicit criticisms of colleagues from students; and will not discuss their grievances with students. 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 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 or reclassifications;
- (d) Decreases in pay or allowances;
- (e) Forced resignations or non-transfers to regular Faculty;
- (f) Matters affecting personal integrity and/or the dignity of the teaching profession (as defined in Article VI);
- (g) Lay-offs;
- (h) Other differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

B. INITIATION

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

C. PROCEDURE FOR REGULAR FACULTY

1. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the cause for the appeal, the problem will be stated in writing in quintuplicate. One copy will be sent to each of: President, President of the Association, Chairman of the Association Appeals Committee, and the Secretary of the Board. The ten-day period referred to in this section will commence at the time of referral of the matter to the Vice President as required in Section B of this Article.

2. Within fourteen calendar days of receipt of the written statement of appeal, the two Presidents shall appoint jointly an Intermediary.

3. Within thirty calendar days of his 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 own procedures to ensure that both parties have full opportunity to present their cases.

4. As expeditiously as possible, the Intermediary shall present his 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 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.

D. PROCEDURES FOR PROBATIONARY FACULTY

1. The appeal will be dealt with by an ad hoc Appeal Board consisting of three members of the Ryerson academic community, all of whom shall be employees of the Board, and shall have no direct knowledge of, or interest in, the matter in dispute.

2. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the cause for the appeal, the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Secretary of the Association, and Chairman of the Association Appeals Committee. The ten-day period referred to in this section will commence at the time of referral of the matter to the Vice-President as required in Section B of this Article.

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

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

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

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

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

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

E. GENERAL

1. All time limits specified in this Article are subject to extension by mutual agreement.
2. The terms Chairman, Dean, Vice-President and President include Acting Chairman, Acting Dean, Acting Vice-President for the purpose of this Article.
3. These procedures, with appropriate variations, are available to the Board or its representatives.

Article VIII

TEACHING WORKLOAD

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 12-18 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students. The sum of the weekly academic course hours taught by a Faculty member in his two teaching semesters in the academic year will not exceed 33.
- (b) Teaching after 6 p.m.
A Faculty member, who in a span of any six of his 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 1 1/2 academic course hours 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 Chairman be unable to accede to the request he shall so notify the Faculty member in writing

with reasons. Should the Faculty member be dissatisfied with the reasons, he 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 three years, three preparation hours for each academic course hour.
- (b) For the first section of a course taught within the previous three years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.
- (c) For Each additional section of a course in either (a) or (b) above, 1/3 preparation hour for each academic course hour.

3. 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. 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 five counselling hours per week, and post the schedule for the information of students.

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 Chairman will agree on the amount of time to be allowed for the task, on an hour-for-hour basis.
- (b) The amount of time so allowed will be deemed to be distributed evenly over the academic term for the purpose of this Article only.

6. Special Assignments

- (a) Before a Faculty member undertakes a special assignment, such as committee work, course coordination or a research project, he and the Chairman will agree on the amount of time to be allowed for the assignment, on an hour-for-hour basis. Appropriate time on an hour-for-hour basis will also be allowed for assigned students in project, thesis, or independent study courses.
- (b) The amount of time so allowed will be deemed to be spread evenly over the academic term for the purpose of this Article only.

B. The number of weekly student contact hours averaged over a Faculty member's two teaching semesters in the academic year will not exceed 540. For the purpose of determining student contact hours, the number of students in any class or section is the number of students registered on July 1, November 1, or February 1.

C. A Faculty member is entitled to refuse his teaching assignment before the beginning of a semester for any of the reasons listed below. Such refusal will not be cause for disciplinary action.

- 1. The number of assigned weekly academic course hours for the semester exceeds 18.
- 2. The sum of assigned weekly academic course hours over the two teaching semesters in the academic year exceeds 33.
- 3. The teaching span exceeds eight hours on any one day or seven hours on any two or more days.
- 4. The teaching span exceeds ten hours on any one day for a Faculty member who, by his own request, is on a four day work week.

5. The potential aggregate of weekly workload hours for the semester exceeds the Faculty member's maximum average for the academic year by 20 percent or more.
6. The potential number of weekly student contact hours for the semester exceeds the Faculty member's maximum average for the academic year by 20 percent or more.

Note: The potential measures referred to in subsections 5 and 6 above are calculated by assuming that the number of students in any class or section on the official count date will equal the maximum number of students that will be allowed to register in that class or section.

D. REDRESS FOR ACTUAL WORKLOAD INFRACTIONS

1. As soon as practicable after the February 1 count date, every Faculty member will be issued a Workload Statement indicating his actual aggregate workload hours and student contact hours for the academic year.
2. Infractions of the aggregate workload hour limit and/or student contact hour limit will be redressed by reducing the Faculty member's corresponding limit or limits for his next teaching year by 110% of the excess incurred.
3. To assist in the settlement of disputes involving the facts of the Workload Statement, a Workload Facts Committee consisting of an appointee of the Vice-President, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data.

E. CLASS OR SECTION SIZE

1. A Faculty member is entitled to refuse to teach the class or classes involved if, at any time during the semester, any one of his classes has a registered enrolment of more than 48 students or any two of his classes have registered enrolments of more than 44 students in each. Such refusal will not be cause for disciplinary action.
2. Normally, class or section sizes will not reach the above refusal limits. However, with the agreement of the Faculty member, a Chairman may combine classes or sections, provided effective teaching is not prejudiced thereby.

F. WORKLOAD INTERPRETATIONS

- (a) In courses designated in the Ryerson Calendar as having two distinct teaching modes each of at least two academic course hours per week and having two distinct evaluation systems each weighted at least 25 percent of the final grade, an evaluation and counselling credit of one hour for every nine students will be assigned for each teaching mode.
- (b) When more than one Faculty member has an assigned responsibility for a common group of students in a course, each Faculty member will be credited with an appropriate share of the teaching workload factors, except as in (c) below.
- (c) For team-taught courses that, with the Dean's approval, require the simultaneous presence in class of more than one Faculty member, each team member will be credited with the full academic course hours of the simultaneous instructional periods, and the preparation credits will be the average of full credit and prorated credit.

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

H. VOLUNTARY REDUCED WORKLOAD

- 1. A regular Faculty member will be granted up to fifty percent reduction in teaching workload with a proportionate reduction in salary, provided that:
 - (a) the Faculty member has a minimum full-time service of five years;
 - (b) the reduction normally will be effective for a twelve-month period;
 - (c) the request is made to the Chairman six months in advance;
 - (d) the Chairman is able to make suitable arrangements to cover the remaining teaching workload;

(e) the Institute reserves the right to limit the number of Faculty members on reduced workload at any one time to not more than five percent of the total number of Faculty members.

2. Notwithstanding section 1(b) above, the Institute will make every reasonable effort, upon request, to grant voluntary reduced workload for periods longer than twelve months and/or renewals of twelve-month reduction periods, subject to the other provisions of this clause.

3. (a) During the period(s) of reduced workload/reduced salary, a Faculty member shall receive benefits coverage as if he were employed on a full workload/full salary basis, and he shall make contributions accordingly, except that, as regards the Long-Term Disability Protection Plan, this provision shall be operative only for a maximum of two years and that thereafter for any remainder of the reduced workload/reduced salary period, the coverage under that plan shall be provided on the basis of the reduced salary.

(b) Subject to applicable pension plan provisions, the Faculty member and the Institute will continue to contribute to the pension plan on the basis of the Faculty member's full normal salary level, with the objective of not affecting adversely either the Faculty member's future pension or the funding basis of the pension plan. Each Faculty member should seek the advice of the Personnel Department in advance of requesting reduced workload to determine the effect, if any, of the specific provisions of the applicable pension plan in which the Faculty member is participating.

I. The Joint Workload Committee will continue its work during the 1982-83 academic year. Among its tasks will be the following:

1. To study workload patterns and factors in the departments Film and Photography, Interior Design, Nursing, Social Work, and Theatre in order to develop workload equivalents that will allow Faculty work done in these departments to be covered by the measures and limits of this Workload Article.
2. To consider alternative approaches to assigning credit for course preparation.

3. To monitor the effects of the implementation of this modified Workload Article.

J. IMPLEMENTATION

1. During the 1982-83 academic year Sections A., B., C., D., and E. of this Article will not apply to Faculty members in the following Departments: Film and Photography, Interior Design, Nursing, Social Work, and Theatre. Instead, the provisions of Sections A. and B. of Article VIII in the 1980-82 Agreement will continue to govern the teaching workload of Faculty members in these Departments for the duration of this Agreement.
2. For Faculty members other than those identified in 1. above the provisions of this Article will come into effect as of July 1, 1982 except for the provisions of Sections C. and E. which will come into effect as of January 1, 1983.

Article IX

BENEFITS

A. MEDICAL AND HOSPITAL INSURANCE

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

1. Current standard hospital and medical coverage.
2. Extended health care to include deductible of \$25 & \$25, and eye care package.
3. Semi-private hospital coverage.

B. GROUP LIFE INSURANCE

1. The Board assumes 100 percent of the cost of premiums paid for a group life insurance policy with face value of two times annual salary as detailed in the Master Contract Group Life Policy G-3594 with the Mutual Life Assurance Company of Canada. Faculty members on staff at July 1, 1968 and not

joining this plan at its inception must provide medical evidence of insurability when applying at a later date. For those joining the Faculty after June 30, 1968, participation in this Group Life Plan is a condition of employment.

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

C. PENSION PLAN

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

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

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

D. SALARY CONTINUATION AND DISABILITY PROTECTION

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

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

2. Any eligible Faculty member who failed to indicate his choice by October 1, 1969, was deemed to have chosen to continue his participation in the Sick Leave Credit and Gratuity Plan. Such eligible Faculty member may subsequently

elect to receive a cash entitlement for the Sick Leave Credit and to participate in the combined Salary Continuation and Disability Protection Plan under the conditions set out in Section 8 of Appendix B.

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

E. TRAVEL INSURANCE

In accordance with current Institute policy, the Board will provide insurance protection covering death or dismemberment in the amount of \$50,000 or an amount equal to 4 times annual salary, whichever is greater, for all Faculty members while they are travelling on Institute business at no cost to the Faculty member.

F. DENTAL INSURANCE

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

G. TUITION WAIVER

All Faculty members shall be entitled to free tuition for themselves, their spouses, and their dependants for courses offered by the Institute in accordance with Appendix F attached hereto.

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:

Effective July 1, 1982

<u>Years of Acceptable Experience</u>	<u>1 PH.D or M. Phil.</u>	<u>2 Master's Degree</u>	<u>3 5 Year Degree</u>	<u>4 4 Year Degree</u>	<u>5 3 Year Degree</u>
0	29,530.17	25,803.29	24,655.97	23,508.63	22,361.34
1	30,962.44	26,950.66	25,803.29	24,655.97	23,508.63
2	32,402.39	28,097.93	26,950.66	25,803.29	24,655.97
3	33,834.60	29,530.17	28,097.93	26,950.66	25,803.29
4	35,266.82	30,962.44	29,530.17	28,097.93	26,950.66
5	36,699.06	32,402.39	30,962.44	29,530.17	28,097.93
6	38,131.32	33,834.60	32,402.39	30,962.44	29,530.17
7	39,563.54	35,266.82	33,834.60	32,402.39	30,962.44
8	41,288.38	36,699.06	35,266.82	33,834.60	32,402.39
9	43,005.50	38,131.32	36,699.06	35,266.82	33,834.60
10	44,722.66	39,563.54	38,131.32	36,699.06	35,266.82
11	46,447.49	41,288.38	39,563.54	38,131.32	36,699.06
12		43,005.50	41,288.38	39,563.54	38,131.32
13		44,722.66	43,005.50	41,288.38	39,563.54
14		46,447.49	44,722.66	43,005.50	41,288.38

with starting salaries being determined by:

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

2. Annual Increments

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

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

3. Special Allowances

- (a) If a Faculty member accepts an appointment to perform supervisory, administrative or coordinating 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 Faculty member 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. Teachers of Distinction

A Teacher of Distinction may from time to time be engaged by the Board for certain defined periods at a salary negotiated outside the salary schedule.

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

7. Cost of Living Adjustment

(a) The salary rates set forth in paragraph 1 above shall be adjusted for cost of living changes as reflected in the Statistics Canada Consumer Price Index for Toronto. The first adjustment shall become effective on October 1, 1982, and there shall be further adjustments which shall take effect on January 1 and April 1, 1983. The adjustments shall be paid retroactively to the effective date

stipulated above as soon as they can be calculated on the basis of the relevant Consumer Price Index data and processed through payroll. Each adjustment shall consist in amending the salary rates in paragraph 1 above by a percentage equal to the percentage change by which the average of the Toronto Consumer Price Indexes for the three months preceding each effective date of the adjustment differs from the average of the Toronto Consumer Price Indexes for the three months of April, May and June, 1982. However, any decline of the Toronto Consumer Price Index below its level of the average of April, May and June 1982 shall, for the purpose of these calculations, be ignored.

(b) All calculations of adjustments shall be based on the Toronto Consumer Price Index data as these become first available from Statistics Canada. Any subsequent corrections of these data by Statistics Canada shall not result in a recalculation of any adjustments.

(c) The provisions of (a) & (b) above shall not apply on the above dates.

8. The salaries set forth in the schedule in paragraph 1 above shall be paid in monthly installments on the Wednesday of, or first following, the fifteenth day of each month. Should a holiday fall on a pay-day Wednesday, the salary due shall be paid not later than on the first preceding working day.

Article XI

PERFORMANCE AND CONDUCT FILE

1. The Institute shall maintain one central and accessible confidential performance and conduct file (P.C.F.) for each Faculty member.

2. An index shall be an integral part of the P.C.F. It shall include as a minimum:

- (a) nature of enclosure and title;
- (b) serial number;
- (c) date of entry and person acting.

3. No material from anonymous sources shall be placed in the P.C.F.

4. Only material which bears upon the individual's obligation as a Ryerson Faculty member shall be placed in the P.C.F. with the individual being advised as soon as practicable of its inclusion.

5.
 - (a) Under no circumstances shall the P.C.F. be removed from its central location by the Faculty member.
 - (b) The President, Vice-President, Dean, and Chairman and any other designee of the President shall have access to the P.C.F. of any Faculty member without express permission.
 - (c) The Faculty member, and with express written permission, any person designated by him, including a representative of the Association, may have access to his P.C.F., provided that:
 - (i) reasonable notice is given;
 - (ii) access is during normal office hours;
 - (iii) there shall be no undue interference with the normal routine of the Institute; and
 - (iv) there shall be a responsible official present.
6.
 - (a) Should the Faculty member dispute the accuracy or completeness of any enclosure, the Institute shall, within 120 days from receipt of a written request by the Faculty member detailing the alleged inaccuracy or lack of completeness, either confirm its correctness or amend the enclosure.
 - (b) Where the Institute amends the aforementioned enclosure it shall, at the request of the Faculty member, notify all persons who received a report based on the inaccurate or incomplete information.
7. The Faculty member shall have the right to make additions or responses to the enclosures in his P.C.F. as he shall deem necessary and appropriate.
8. At the request of a Faculty member, the Institute will provide one free copy of any one or all enclosure(s).
9. Except in cases involving gross misconduct, disciplinary action against a Faculty member shall use no documentary evidence other than that included in his P.C.F.

Article XII

PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS

A. TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment for Professional Counsellors and Professional Librarians shall be those in effect for these groups in the Institute as of June 30, 1982.

B. SALARIES AND ALLOWANCES

The salaries of Professional Counsellors and Professional Librarians which are in effect on June 30, 1982, shall be increased by 11 percent as of July 1, 1982.

C. APPEALS

Professional Counsellors and Professional Librarians are entitled to the rights of appeal set out in Article VII.

D. BENEFITS

The benefits applicable to Professional Counsellors and Professional Librarians as of June 30, 1982 shall continue in force for the duration of this Agreement.

E. DISCLAIMER

No provisions of this Agreement, other than those specified in this Article, and in Articles I and II, shall apply to Professional Counsellors and Professional Librarians.

Appendix A

CUMULATIVE AND 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 Faculty 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 1, 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 1, 1964, the continuous service stipulation will be extended to ten years.
- (c) If a Faculty member dies, his full sick leave benefits, as computed in (b)(i) of this section, will be paid to his estate.
- (d) The Board will have a register kept, showing for each Faculty member his accumulated balance of sick leave credits. Once a year, each Faculty member shall be notified of his accumulated sick leave credits.
- (e) The Board will assume full liability for the sick leave credits and retirement gratuities accumulated by all Faculty members who were formerly on the permanent or probationary civil service staffs and who transferred to the Institute staff on April 1, 1964.

Appendix B

SALARY CONTINUATION AND DISABILITY
PROTECTION PLAN

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

1. The Institute will bear the entire cost of the S.C.D.P. Plan.
2. During any period of total disability due to sickness or accident, the Institute will continue to pay the total Life-Insurance premium for six months for the basic coverage of two times salary, and its share of the premium for the supplementary two times salary coverage; the Faculty member will pay to the Institute his share of the premium for the supplementary coverage for the six-month period. After six months, a waiver of premium clause continues both coverages in effect.
3. During any period of total disability due to sickness or accident, the Institute will continue to pay the premiums for medical and hospital insurance, S.C.D.P. Plan, and Dental Plan.
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 66 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 return to work after each absence of more than seven 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 three 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 66 teaching days:

- (a) his regular monthly salary will be paid by the Institute for a period equal to the first three months of total disability; and
- (b) thereafter, his salary shall cease and a monthly benefit shall be paid by an outside insurer up to 80 percent of his regular monthly salary at the commencement of the total disability. In addition, there is provision for an annual cost of living adjustment for those continuing to receive benefits. This benefit will continue until recovery, retirement, or age 65, whichever comes first.
- (c) While he is receiving monthly benefits from the outside insurer as per (b) above, the Institute will pay the Faculty member's 6 percent contribution to the appropriate pension plan in addition to the Institute's matching 6 percent.
- (d) Upon his return to teaching, the benefit provided in (b) above will cease and his regular salary from the Institute will be resumed.
- (e) Should there be a recurrence of the same or causally related total disability within six 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 six months from the date of return to teaching after a previous total disability, is not a recurrence of the same or causally related sickness or disability for the purposes of this sub-section (e).
- (f) If, in the opinion of Institute officials, a member of the S.C.D.P. Plan 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.
- (g) 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 plan, "total disability" means substantially the following: the complete inability to perform any and every duty of his regular occupation during the first three 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 percent of his regular annual salary computed at date of withdrawal of gratuity as follows:

Number of days of Sick Leave Credit (Maximum 365)	x	$\frac{55}{100}$	x	Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death
				<hr/>
				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 percent of his regular annual salary, computed at the date of withdrawal of the gratuity as follows:

Number of days of Sick Leave Credit (Maximum 365)	x	<u>50</u>	x	Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death
		100		<hr/>
				365

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

Appendix C

MATERNITY LEAVE

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

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

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

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

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

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

Appendix D

TRANSFERRING NURSING FACULTY

In February, 1974, an addendum to the Agreement was agreed to by the Association and the Board. This addendum continues in force, with the salary schedule therein contained amended to reflect the current scales of remuneration. Copies are available for reference in the Nursing Department office, the office of the Secretary of the Board, and in the Association office. In addition, the provisions of Article X 7 apply.

Appendix E

FACULTY REEMPLOYMENT PROGRAM

1. It is agreed that the Institute will establish and fund a faculty reemployment program for redundant faculty.
2. A redundant faculty member, who agrees to join the reemployment program, will be transferred from his normal department to this program on the lay-off date, or, in the case of an appeal extending beyond the lay-off date, within seven days after a decision to uphold lay-off is rendered. In so doing, the faculty member will retain his regular faculty status with the Institute.
3. The time period for program participation eligibility would be not less than one month and not more than thirty-six months. While participating in the program, the faculty member will be:
 - (a) entitled to a monthly salary equal to his monthly salary on the lay-off date, multiplied by the lesser of years of service as a Faculty member or twelve, divided by the number of months of participation in the program. Notwithstanding the aforementioned, the monthly salary while in the program shall not exceed the individual's monthly salary at the date of lay-off.
 - (b) entitled to receive benefit coverage as a regular Faculty member except that salary-related benefits shall be based on the salary as determined in (a) above.
 - (c) eligible for preferential consideration over external candidates and consistent with regular Institute hiring procedure for transfer to any open regular position in the Institute for which the individual may be qualified or could become qualified within twelve months in the position. However, should there be conflict with the provisions of Article III F 9, 10, 11, those provisions shall prevail. Salary for such a position transfer would be within the position's salary range but at a level normal for position incumbents having Ryerson service equal to that of the transferring individual.

- (d) expected to participate actively in seeking external reemployment through and with the assistance of available counselling and employment services both within the Institute and external to the Institute. Active participation may include formal education for a changed occupation; such formal education at the Institute would be tuition-free.
 - (e) expected to carry out occasional work assignments for which the individual is competent.
 - (f) entitled to his right of recall (Article III F, 9 and 10) and his right of Appeal (Article VII).
- 4.
- (a) A Faculty participant in the program may request separation from the program and the Institute at any time. In this case, the Faculty member will be entitled to a separation allowance equal to one-half of his monthly salary while on the program multiplied by the number of months remaining within the program.
 - (b) In the case of an abbreviated program where the full entitlement is not utilized because of the limitation of 3(a), the Faculty member shall receive a separation allowance equal to one-half of the remainder of his entitlement under the Program.
5. A redundant Faculty member who does not participate in the reemployment program is entitled to receive a separation allowance on the lay-off date, or, in the case of an appeal extending beyond the lay-off date, within seven days after a decision to uphold lay-off is rendered. This allowance will be equal to one-half of his monthly salary on the lay-off date multiplied by the lesser of years of service as a Faculty member or twelve.
6. The Faculty reemployment program will be administered under the direction of a President's committee composed of the Vice-President, one person appointed by the Association President, and one person appointed by the President.

Appendix F

WAIVER OF TUITION FOR FACULTY AND DEPENDANTS

As negotiated with the Faculty Association, the Board agrees that any program/course/seminar tuition fee will be waived for eligible Ryerson Faculty and their dependants, subject to the following conditions:

1. Faculty means all regular and probationary teachers as defined in the R.F.A.-R.P.I. Collective Agreement.
2. Dependant means a spouse, child (natural, adopted or step) or other dependant recognized in law.
3. Waiver of tuition means that the portion of the Institute Fee designated for tuition, as defined by the Institute, will not be required to be paid. Faculty and dependants will be expected to pay the non-tuition portion of the Institute Fee, and other applicable fees such as applicaton, student union levies, late fees, lab fees, etc.
4. Eligible Faculty and dependants must meet the admission requirements for the program/course/seminar, and have been accepted by the Registrar's office where applicable, before application for waiver of tuition can be made.
5. Faculty and dependants will not be counted in determining minimum numbers of registrants required to run a course/program/seminar.
6. Contract education courses through M.D.I. or the Continuing Education Division are excluded when either the exclusion of non-contract members is a written stipulation and/or where the attendance of Faculty and dependants would preclude the attendance of a contract member.
7. Open College and C.J.R.T. courses are excluded.
8. This benefit shall continue in force while Faculty members are on leave, with or without salary, disabled and/or retired. Furthermore, in the case of an unpaid leave a refundable loan shall be made to Ryerson for the tuition fee which shall be repaid to the Faculty member on his return to active service. Failure to return shall result in forfeiture of the aforementioned loan.
9. This benefit will be available to Faculty members who have retired and their dependants, and to dependants of Faculty members who have died in service.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Toronto on this ____ day of _____ 19__.

THE BOARD OF GOVERNORS OF RYERSON POLYTECHNICAL INSTITUTE

Chairman

Secretary

THE RYERSON FACULTY ASSOCIATION

MEMORANDUM OF AGREEMENT

The Board and the Association agree to establish a Joint Committee for the purpose of exploring bilaterally with other Ontario degree-granting institutions the possibility of reciprocal tuition waiver for Faculty and their spouses and dependents taking credit courses. The Joint Committee will consist of two appointees of the Board and two appointees of the Association and will determine its own method of operation.

Toronto,

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MEMORANDUM OF AGREEMENT

It is agreed between the Board and the Association that:

For those Faculty members enrolled in the Teachers' Superannuation Fund (or, where applicable, their dependants) retiring or becoming eligible for pension between September 1, 1977 and June 30, 1983, for whom the Board has not already made provision to pay supplemental pension benefits, the Board agrees to pay supplemental pension benefits starting July 1, 1982, calculated as follows:

number of years of Ryerson service immediately prior to retirement or pension eligibility	X	benefit that would have been earned under RRPP had all service been at Ryerson, minus actual TSF benefit
total number of years of pensionable service		

If at a future date the TSF benefit is improved retroactively, the supplement will be recalculated.

This memorandum of agreement is signed without prejudice to the position of the Board or the Association with respect to Faculty members retiring or becoming eligible for pension after June 30, 1983.

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