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ARTICLE 1

DEFINITIONS

- 1.1 **AGREEMENT** is the collective agreement negotiated between the Board and the Association as agents for the Faculty, Professional Counsellors and Professional Librarians and includes Articles 1 through 16 and Appendices A through J.
- 1.2 **ASSOCIATION** is the Ryerson Faculty Association, the sole and exclusive bargaining agent for Members of the Association.
- 1.3 **BOARD** is the Board of Governors of Ryerson Polytechnic University.
- 1.4 **CHAIR** is the Chair of a Department or the Director of a School and is appointed by the Board.
- 1.5 **DEAN** is the Dean of a Faculty/Division.
- 1.6 **DIVISION** is a Faculty of Departments/Schools headed by a Dean.
- 1.7 **FACULTY MEMBER:** The term Faculty member includes all Tenured and Probationary Faculty (including those on a re-employment program, reduced workload and/or lay-off status) as agreed between the Association and the Board; Assistant or Vice-Chairs, Chairs, Deans and the Vice President, Academic; and other Tenured and Probationary Faculty who are, or have been, appointed to supervisory, administrative, and/or developmental positions; and all Limited Term Faculty as provided for in Article 4.5 A. (Staffing). Notwithstanding the above, only the provisions of Article 2.4 (Terms of Agreement), and Article 4.6 (Staffing), shall apply to Deans and the Vice President, Academic as such while they hold these offices, other conditions of their service in these functions being determined on an individual basis.
- 1.8 **INCREMENT** is the salary increase awarded to a Faculty member for performance, as defined in Articles 7 (Obligations) and 13 (Salaries, Increments and Allowances), under this Agreement.
- 1.9 **UNIVERSITY** is Ryerson Polytechnic University
- 1.10 **LIMITED CONTRACT (Temporary) INSTRUCTOR :** For the purpose of this Agreement, the term Limited Contract (Temporary) Instructor includes those instructors hired for instructional duties for a defined period of less than one year.
- 1.11 **LIMITED TERM FACULTY (LTF):** The term Limited Term Faculty includes all Faculty members hired for defined periods of not less than one year and not more than a cumulative total of four years.
- 1.12 **MINISTER** is the Minister of Labour of Ontario.
- 1.13 **PRESIDENT** is the President of Ryerson Polytechnic University.
- 1.14 **PROBATIONARY FACULTY:** The term Probationary Faculty includes all Faculty members employed at Ryerson on a career basis who have not been transferred to the Tenured

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Faculty.

- 1.15 **PROFESSIONAL COUNSELLORS:** The term Professional Counsellors includes those people employed as Professional Counsellors by the University, except if so employed on a part-time or temporary basis.
- 1.16 **PROFESSIONAL LIBRARIANS:** The term Professional Librarians includes those people employed as Professional Librarians by the University, except if so employed on a part-time or temporary basis.
- 1.17 **TEACHING/ACADEMIC ASSISTANTS** are persons hired for a defined period to assist Faculty members with academic responsibilities. The total number of semesters worked by any teaching/academic assistant cannot exceed four.
- 1.18 **TENURED FACULTY:** The term Tenured Faculty includes all Faculty members employed on a career basis before January 1, 1992, at Ryerson who have successfully completed the three year Probationary period and hold the rank of Lecturer or Professor, and all Faculty members employed on a career basis after December 31, 1991, at Ryerson who have successfully completed the five year Probationary period.
- 1.19 **TENURE STREAM FACULTY:** The term Tenure Stream Faculty includes all Probationary and Tenured Faculty members.
- 1.20 **VICE PRESIDENT:** Unless otherwise specified, is the Vice President assigned responsibility for Faculty Affairs by the Board.

ARTICLE 2

TERMS OF AGREEMENT

2.1 GENERAL

- A. This Agreement will come into force on July 1, 1994, superseding the Agreement previously in force, and is to be in force until June 30, 1996. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.
- B. Certain sections of this Agreement continue beyond June 30, 1996. These sections are defined fully in a memorandum of understanding attached to this Agreement.
- C. 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.
- D. The Agreement may be altered before the date in Article 2.1 A. (Terms of Agreement), only by the mutual written consent of the Board and the Association.
- E. This Agreement shall be effective as and from the date of last ratification by the Association and the Board of Governors and shall expire on the 30th day of June 1996. Thereafter, it shall continue in full force and effect for one (1) year and from year to year thereafter unless either party gives to the other party within one hundred and twenty (120) days prior to its expiry, written notice of its desire to amend or terminate this Agreement. Representatives of the parties shall commence negotiations within fourteen (14) days of such notice.

2.2 CONCILIATION

- A. 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).
- B. In the event that no agreement is reached through the services of the conciliator, he/she will advise the chairs of both negotiating committees before withdrawing his/her services.
- C. All costs of conciliation proceedings will be shared equally by the Board and the Association.
- D. By mutual agreement between the parties, the provisions of 2.2 above may be waived.

2.3 ARBITRATION

- A. 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.
- B. Arbitration shall be by a single arbitrator appointed by the parties within a further seven (7) days of the date referred to in A. above except that if either of the parties wishes arbitration by a three-person arbitration board, then that party shall notify the other party within fourteen (14) days of the date referred to in A. above. hereof, which notice shall contain the name of that party's appointee to the arbitration board. The recipient of the notice shall within fourteen (14) days thereafter inform the other party of the name of its appointee to the arbitration board and the two parties shall, within seven (7) days of the appointment of the second of the appointees, then appoint a third person who shall be the chair.
- C. In the event that the parties fail to agree upon a single arbitrator or a chair for an arbitration board, as the case may be, within the time limit therefor, then either party may within a further period of seven (7) days thereof request that the Minister of Labour for Ontario make such appointment.
- D. 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.
- E. The single arbitrator or the arbitration board, as the case may be, shall make an award in writing which award shall be final and binding on the parties which together with the previously agreed upon provisions shall constitute the new Agreement. The decision of a majority of an arbitration board shall be the decision of said arbitration board, but if there is no majority, the decision of the chair shall govern.
- F. Each of the parties shall pay one-half of the remuneration and expenses of the single arbitrator or in the case of an arbitration board, each party shall pay the remuneration and expenses of its own appointee and one-half of the remuneration and expenses of the chair.
- G. 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.
- H. It is agreed that neither party shall at any time unilaterally communicate with the single arbitrator or chair of the arbitration board without the knowledge and consent of the other party and further, that neither party shall so communicate with its respective appointee to the arbitration board after the time that such arbitration board has commenced to hear the case, except as may be necessary for the scheduling or changing of any hearing date(s).
- I. 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.

2.4 MEMBERSHIP IN THE ASSOCIATION

- A. All members of the Faculty shall automatically, as a condition of employment, become and remain members or Associate members of the Association, as provided in the By-laws of the Association. The Board will provide the Association with a list of Faculty members, by category of appointment, annually by October 1, and will provide a list of changes in Faculty members monthly thereafter.
- B. 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 annually by October 1, and will provide a list of changes in these members monthly thereafter.
- C. 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.
- D. Faculty members who accept appointment to administrative positions in the non-academic administration will become associate members of the Association for the duration of their appointment.

2.5 GRANDPARENTING PROVISIONS

As indicated in the respective Articles of the Agreement, the following provisions form part of the Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first, and can be changed only by negotiation and subsequent ratification by two-thirds of the Faculty members hired before January 1, 1992, and working under Mode I of Article 10 (Workload), and not by arbitration:

- A. Article 4.8 A. 2., 3., B. and C. 1. through 3. (Staffing): Professorial Ranks;
- B. Article 4.12 (Staffing): Faculty Reductions;
- C. Article 5.1 (Breaks and Extensions): Breaks and Extensions;
- D. Article 7.3, Mode I (Obligations): Obligations of Faculty;
- E. Article 10, Mode I (Workload): Workload;
- F. Article 13.2 B. through E. inclusive (Salaries, Increments and Allowances): Salary, Increments and Allowances; and
- G. Appendix G. (Workload Credits For Practicum Courses in Nursing and Social Work): Workload Credits in Nursing and Social Work.

ARTICLE 3

RECOGNITION, RIGHTS AND PRIVILEGES OF THE ASSOCIATION

3.1 RECOGNITION & RIGHTS

The Board recognizes the Association as the exclusive bargaining agent of the members of the Association.

The Association acknowledges that the Board possesses exclusive rights and powers to manage the University as provided in the Ryerson Polytechnic University Act, 1977.

The Board agrees that it shall exercise these rights and powers in a fair and reasonable manner consistent with the provisions of this collective agreement.

3.2 PRIVILEGES

The Board agrees to provide the Association, free of charge, with the use of serviced and furnished office space comparable to that now provided in the Business Building and access to University services on the same basis as if it were a University Department.

ARTICLE 4

STAFFING

4.1 DEPARTMENT APPOINTMENTS COMMITTEE

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

4.2 APPOINTMENTS - GENERAL

The provisions of 4.2 apply to 4.3 and 4.4

A. Initial Appointments

Appointments to the Faculty under the terms and conditions of this Article for those holding the appropriate terminal degree in their discipline will normally be either to the Probationary Faculty and at the Assistant Professor rank, or to the Limited Term Faculty with the title of Lecturer.

B. Reduction in Probationary Period for Faculty Members Hired After December 31, 1991

For Probationary Faculty members hired after December 31, 1991, transfer to the Tenured Faculty before the completion of five years of Probationary service requires demonstration of excellent performance and the approval of the Vice President, Faculty and Staff Affairs or his/her designate.

C. Reduction in Probationary Period for Former Limited Term Faculty or Limited Contract (Temporary) Instructors

1. The provisions of paragraph B. immediately above notwithstanding, Faculty members hired into the Tenure stream immediately after an appointment as either Limited Term Faculty or Limited Contract (Temporary) Instructors in the employ of the University are entitled to a reduction in the length of their period of probation upon recommendation by the DAC and approval by the

- Dean.
2. The amount of the reduction to the probationary period will normally be one semester of reduction for every two semesters of such service to a maximum of four semesters, unless the normal period of probation is required to complete the terms and conditions for the granting of tenure specified in the Faculty member's letter of appointment or the DAC recommends a lesser period of reduction. Any deviation from the normal reduction period must be clarified in writing to the Faculty member with copies to the Dean and the Association.
 3. The recommendation and approval to reduce the period of probation are reversible without grievance in the same fashion as they were originally made at any time except during what was to have been the last year of probation.
 4. If the Dean approves a DAC recommendation to reduce or eliminate the amount of the reduction, the Faculty member will be provided with reasons in writing, copied to the Association.

4.3 APPOINTMENTS TO TENURE STREAM FACULTY - GENERAL

The provisions of 4.3 apply to 4.4

- A. The Tenure Stream Faculty comprises those Faculty members employed on a career basis (Probationary and Tenured Faculty). Except for the circumstances described in 4.6 B. below, they are appointed on the recommendation of a DAC.
- B. The number of Tenure Stream Faculty members (excluding those referred to in 4.6 B.) across all ranks will not fall below 72% of the approved Faculty complement (i.e. the total Faculty F.T.E.).
- C. Appointments to the Tenure Stream Faculty will normally be authorized only when there is a vacancy in that component of the approved Faculty complement.
- D. Appointments to the Tenure Stream Faculty will normally be Probationary appointments at the rank of Lecturer.
- E. An Assistant Professor whose appeal of denial of promotion to the rank of Associate Professor has been denied may retain his/her tenure stream position at the Assistant Professor rank but will not normally be a candidate for further promotion for a period of five years.
- F. When a candidate for appointment to the Probationary Faculty has little or no relevant experience acceptable to the Board the initial appointment to the Faculty will be at the rank of Lecturer.
- G. Notwithstanding the provisions of D. above, the Dean may accept a recommendation of the DAC that an individual who has held an academic appointment at another recognized university or who has achieved some measure of excellence in professional experience be appointed to the Probationary Faculty with the rank of Assistant Professor.

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- H. Notwithstanding the provisions of D. above and 4.4 A. 1. below and on the advice of the DAC, the Dean may recommend to the Vice President, Faculty and Staff Affairs or his/her designate that an individual who currently holds a Tenured appointment at the Associate Professor or Professor level at another recognized university be appointed directly to the Tenured Faculty at the Associate or Professor rank at a salary commensurate with that rank.
- I. Faculty members appointed to endowed chairs will have the rank of Professor and their appointments will be governed by the terms and conditions of the endowment. If the appointment to the endowed chair is not sine die and the Faculty member previously held an appointment in the Tenured Faculty, he/she retains the right, upon completion of the appointment to the endowed chair, to return to his/her former position at his/her previously earned rank and at a salary level appropriate to the service accrued up to the end of the appointment to the endowed chair provided such salary does not exceed the maximum of the salary range for Faculty members at that rank.

4.4 APPOINTMENTS TO PROBATIONARY FACULTY

A. Appointment Procedures

1. Each new Tenure Stream Faculty member shall be appointed to the Probationary Faculty by the Board on recommendation of a Dean. The appointment will have been recommended to the Dean by the DAC.
2. When approval has been given for a Probationary appointment, the Chair shall convene the DAC which shall conduct a search for a suitable appointee and forward its recommendation to the Dean.
3. Each successful applicant will normally hold the terminal degree typically held by members of the relevant discipline or profession and, where relevant, will have had work experience. Applicants with less than the aforementioned terminal degree but sufficient relevant work experience may also be considered. Relevant academic and work experience beyond the minimum will be recognized by an appropriate number of increments above the minimum salary, to be recommended by the DAC and agreed by the applicant and the Dean.
4. The Dean shall write a letter of appointment to each new Probationary Faculty member appointed after December 31, 1991, containing the terms of appointment which will include specification of the focus of workload emphasis associated with the appointment, and including specific Probationary conditions for academic or professional upgrading if so recommended by the DAC.

B. Teaching Assessments

1. In each of the first two semesters 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.

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2. For the next four semesters of the probationary period, the Faculty member shall be assessed twice per semester; and for the next three semesters, once per semester, for a total of seventeen assessments.
3. Where possible, at least six of these assessments will be made by Tenured Faculty members in the Probationary Faculty member's field of expertise and up to five unannounced assessments may occur after the first two semesters unless the Dean has approved the DAC's advice that the probationary Faculty member's courses are not suitable for such assessments. No more than one unannounced assessment may occur within any given semester where they are permitted.
4. Such unannounced inspections may occur normally only during the fifth, sixth, ninth and tenth weeks of a semester. To carry out an unannounced in-class assessment, the assessor shall arrive at the scheduled teaching site before the beginning of the teaching session. If the teaching mode in that session is not considered appropriate for assessment, (e.g., there is a guest lecturer, a test or student presentation) then the assessor may decide not to inspect and to return for an unannounced visit during the remaining weeks noted above or the eleventh week of the semester.
5. Notwithstanding the above, should the Probationary period for a Faculty member be extended for any reason with regard to teaching competence, two assessments per semester will be permitted for the extended period of probation of which one assessment per semester may be unannounced.
6. Each member of a DAC who assesses the teaching competence of a Faculty member will submit to that Faculty member, with a copy to the Dean, the Chair, the chair of the DAC, and the Secretary of the Association, a letter of assessment and advice within two weeks of the date of the assessment.
7. Assessments may not be conducted within either the first two or the last two weeks of a semester. Except for the unannounced assessments mentioned above, Probationary Faculty members must receive at least one week's prior notice for any in-class assessment of their teaching.
8. If, through no fault of a Probationary Faculty member, an assessment of his/her teaching competence is not done in a given semester, a letter must be written by the chair of the DAC stating that an assessment was not done of the Probationary Faculty member's teaching performance and stating the reasons why. A copy of that letter is to be placed in the member's Performance and Conduct File, and copies are to be sent to the member, the Dean, the Chair, and the Secretary of the Association. In the case of one or more such letters in the Probationary Faculty member's PCF, the absence of those teaching assessments may not be used as grounds for extension of the probationary period, the denial of tenure or a Good Performance Increment.
9. Negligent failure by a member of a DAC to carry out his/her assigned DAC duties may be subject to disciplinary action.
10. By the end of the third week of every semester the chair of the DAC must inform each Probationary Faculty member of:

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- a) the total number of inspections to be carried out that semester;
- b) the number of announced assessments and the names of those Faculty members conducting them;
- c) where applicable, the name of the DAC member who will conduct the unannounced inspection.

C. Election of Assessment Procedures

A Probationary Faculty member hired prior to January 1, 1995, must, by December 16, 1994, elect in writing to his/her Chair/Director, one of the following options with respect to assessment procedures:

1. continuation of the provisions for assessment of teaching competence as specified in Article 4.4 B. (III B 1. (B) v)) (Staffing) of the Agreement dated July 1, 1991 to June 30, 1994, or
2. transfer to the provisions for assessment of teaching competence as specified above, at the appropriate semester within his/her Probationary period.

D. Year End Assessment Report - Mode I

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

E. Year End Assessment Report - Mode II

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

F. Response to Assessments

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

G. Transfer to Tenured Faculty - Mode I

1. For Faculty appointed before January 1, 1992 the following criteria shall be used in deciding whether a Probationary Faculty member will be transferred to the Tenured Faculty at the end of the Probationary period.
 - a) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;

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- b) competence and currency in his/her own discipline;
 - c) capacity for curriculum development;
 - d) demonstrated commitment to the professional collegial life of his/her department;
 - e) fulfilment of his/her obligations as a Faculty member under Article 7.3, Mode I (Obligations);
 - f) satisfaction of such conditions of probation as were specified in the letter of appointment; and,
 - g) progress in overcoming weaknesses identified in the teaching assessments.
2. By the end of the first semester of the third year of service, but after the completion of the teaching assessments of that semester, the DAC will assess the overall performance of the Probationary Faculty member. Results of student evaluations conducted according to the procedures outlined in Appendix I (Faculty/Course Evaluation) of this Agreement will be available to the DAC upon request. Where the absence of student evaluations for a given semester is beyond the Faculty member's control, such absence may not be used as grounds for extension of the probationary period, or for denial of tenure, promotion or, where applicable, the good performance increment. On the basis of the criteria listed in 1. above, the DAC will normally at this point make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty. This recommendation will be transmitted by the chair of the DAC in writing to the Dean, no later than the last day of the first month following the end of the semester.
3. If the Dean agrees with the recommendation of the DAC he/she will, within 10 working days of the receipt of the recommendation, either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty giving reasons in writing. In the latter case, the member's employment will cease at the end of his/her third year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
4. If the Dean disagrees with the recommendation of the DAC, the Probationary period of the Faculty member will be extended by one further year.
5. In unusual circumstances, the DAC may not be ready to recommend transfer or termination of a Faculty member as specified in 2. above. In this case, the Probationary period of the Faculty member will be extended by one year. Where this extension is for reasons arising out of 1. f) above, the requirement for additional teaching assessments may be waived.

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6. Where a Faculty member has had his/her Probationary period extended for one additional year under 4. or 5., above, the DAC shall by the end of the first term of the fourth year of service, but after the completion of the teaching assessments of that semester if such were required, reassess the overall performance of the Probationary Faculty member and make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty.
7. Within 10 working days of the receipt of the recommendation of the DAC the Dean will either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty, giving reasons in writing. In the latter case, the member's employment will cease at the end of that year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
8. The provisions of 4.4 G. 1 through 7. will remain in force until September 1, 1995, and cannot be changed by arbitration.

H. Transfer to Tenured Faculty - Mode II

1. For Faculty appointed after December 31, 1991 the following criteria shall be used in deciding whether a Probationary Faculty member will be transferred to the Tenured Faculty at the end of the Probationary period.
 - a) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;
 - b) competence and currency in his/her own discipline;
 - c) capacity for curriculum development;
 - d) demonstrated commitment to the professional collegial life of his/her Department/School;
 - e) fulfilment of his/her obligations as a Faculty member under Article 7.4 Mode II (Obligations);
 - f) satisfaction of such conditions of probation as were specified in his/her letter of appointment;
 - g) progress in overcoming weaknesses identified in the teaching assessments; and,
 - h) demonstrated capacity for, and commitment to, the Teaching, SRC and Service components of the duties and responsibilities of Faculty members described in Mode II of Article 10 (Workload).
2. By the end of the first term of the fifth year of service, but after the completion of the teaching assessments of that semester, the DAC will assess the overall performance of the Probationary Faculty member. Results of student evaluations conducted according to the procedures outlined in Appendix I (Faculty/Course Evaluation) of this Agreement will be available to the DAC upon request. Where the absence of student evaluations for a given

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semester is beyond the Faculty member's control such absence may not be used as grounds for extension of the probationary period, or for denial of tenure, promotion or, where applicable, the good performance increment. On the basis of the criteria listed in 1. above the DAC will normally at this point make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty. This recommendation will be transmitted by the chair of the DAC in writing to the Dean, no later than the last day of the first month following the end of the term.

3. If the Dean agrees with the recommendation of the DAC he/she will, within 10 working days of the receipt of the recommendation, either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty giving reasons in writing. In the latter case, the member's employment will cease at the end of his/her fifth year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.
4. If the Dean disagrees with the recommendation of the DAC, the Probationary period of the Faculty member will be extended by one further year.
5. In unusual circumstances, the DAC may not be ready to recommend transfer or termination of a Faculty member as specified in 2. above. In this case, the Probationary period of the Faculty member will be extended by one year. Where this extension is for reasons arising out of 1. f) above or assessed weakness in the SRC and Service duties of 1. h) above, the requirement for additional teaching assessments may be waived.
6. Where a Faculty member has had his/her Probationary period extended for one additional year under 4. or 5. above, the DAC shall by the end of the first term of the sixth year of service, but after the completion of the teaching assessments of that semester if such were required, reassess the overall performance of the Probationary Faculty member and make a recommendation to the Dean as to whether or not the probationer should be transferred to the Tenured Faculty.
7. Within 10 working days of the receipt of the recommendation of the DAC the Dean will either (i) transfer the member to the Tenured Faculty, or (ii) refuse to transfer the member to the Tenured Faculty, giving reasons in writing. In the latter case, the member's employment will cease at the end of that year of service. Should the member disagree with the Dean's decision, he/she has recourse to the Appeals Procedure.

4.5 APPOINTMENTS - NON-TENURE STREAM FACULTY

A. Limited Term Faculty

1. Appointments to the Limited Term Faculty may be made to replace Faculty members on extended leave, or who have been assigned duties outside the Department/School, or to serve in Department/School where there are specific departmental workloads that do not require tenure stream appointments. Appointments to the Limited Term Faculty may require only the teaching and service components of the Academic Duties and

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Responsibilities described in Mode II of Article 10 (Workload). Moreover, the service component may be limited to service within the Department/School and/or Faculty/Division.

2. Limited term appointments shall be for defined periods of not less than one but not more than a cumulative total of four years, shall lapse at their terminal date specified therein, and shall not carry with them any expectancy of transfer to the Probationary or the Tenured Faculty. In other respects, Limited Term Faculty members shall be subject to the terms and conditions of employment of Probationary Faculty as specified in this Agreement, except that the provisions of Article 4.12 (Staffing) and Article 6.1, 6.2, 6.3 and 6.7 (Leaves of Absence) shall not apply to them. The terms and conditions of such appointments shall be reported to the Association in the list referred to in Article 2.4 A. (Terms of Agreement).
3. If, during the period of a Limited Term appointment, a vacancy should occur in the Tenure Stream Faculty, a Limited Term Faculty member may compete for the appointment.
4. Should the Board, on the approval of the Vice President, Faculty and Staff Affairs or his/her designate of a DAC recommendation supported by the Dean, wish to extend the fulltime academic duties and responsibilities of a Limited Term Faculty member beyond the four year period referred to in 1. above, it can do so only by way of an appointment to the Probationary Faculty. In such a case the provisions of 4.4 H. 1. through 7. shall apply in the fifth year of service.

B. Limited Contract (Temporary) Instructors

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

C. Limits to the LTF and Temporary Instructor Complement

1. Defining each Tenure Stream position and each Limited Term Faculty member as 1.0 FTE, and every 30 academic course hours of instruction by Limited Contract (Temporary) Instructors as 1.0 FTE, the combined FTE total of appointments made under A. and B. above will not exceed 28% of the approved Faculty complement (i.e., the total Faculty FTE).
2. Should the 28% ceiling defined in 1. above be exceeded, the balance will be restored by the creation of additional tenure stream positions for the following academic year.
3. Accompanying the first list of Faculty members following the October 1 list referred to in Article 2.4 A. (Terms of Agreement), the Board will provide information on the FTE total referred to in 1. above.

4.6 APPOINTMENTS - SUPERVISORY, ADMINISTRATIVE AND DEVELOPMENTAL FACULTY

A. A tenured faculty member who assumes administrative or development duties shall continue to teach one course per semester in his/her field of competence or to undertake SRC activity up to a maximum 20% of his/her normal full workload as approved by his/her immediate superior throughout his/her assignment to such duties. At the conclusion of these duties he/she shall have the right to be assigned to a Tenured Faculty position, normally within his/her former Department/School. The University shall provide to the Association each semester a list of the aforementioned Faculty members along with their teaching or SRC assignment.

B. 1. A person appointed from outside the Faculty to an academic administrative position shall be assigned simultaneously an academic rank with teaching duties in his/her academic specialty or in another field in which he/she is judged by the Department/School concerned to have adequate qualifications. Should such an appointment be made at the rank of Professor without there having been a recommendation from a DAC, that appointment will not be included in the 20 per cent quota on Professors provided for in 4.8 B. below.

The teaching duties shall amount to teaching one (1) course per semester, and shall form the basis upon which his/her teaching effectiveness shall be assessed; the provisions of 4.4 B. above and of 4.4 G. 2. and 4.4 H. 2., as the case may be, of 4.4 G. and H. 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, Faculty and Staff Affairs or his/her designate, the Dean or Chair of the Faculty/Division or Department/School concerned, the elected member of the DAC, and two appointees of the Association.

2. If, pursuant to 1. above, a positive assessment has been made, the person referred to in 1. shall, on the date he/she relinquishes his/her academic administrative duties, become a Tenured Faculty member provided, however, that the Redundancy Identification and Amelioration Committee referred to in 4.12 below, (but where necessary, including an appropriate replacement member for the person referred to in 1. above) which shall be convened for the purpose, has determined that there is no current or foreseeable redundancy situation in the Department/School concerned, and that none would be created by the reception of the individual concerned.

3. Should a redundancy situation nevertheless occur in the receiving Department/School within four years of the appointment of the person to the Tenured Faculty according to 2. above, the budgeted full-time complement of the Department/School shall be increased by one for the balance of the four years.

4. If, pursuant to 1. above, a negative assessment has been made, the person shall have, in respect of such assessment, recourse to the Appeals Procedure. A negative assessment or a negative outcome of an appeal on the assessment issue shall have no bearing on the person's right to conclude

his/her term of appointment as an academic administrator, but shall preclude reappointment.

4.7 APPOINTMENTS - INTERDEPARTMENTAL TRANSFERS OF FACULTY

A Faculty member who is assigned courses in another department will remain a member of his/her original department, unless an authorized permanent transfer is arranged by written mutual agreement of the receiving department and the individual Faculty member. In the latter circumstance, should the receiving department at some future date be faced with a redundancy situation (see 4.12 below), the aforementioned Faculty member's seniority within the receiving Department/School shall be interpreted as commencing from the date on which the permanent transfer became effective. Should the result be an identification of the Faculty member as redundant within his/her new Department/School, that is the receiving Department/School, then he/she will be transferred back to his/her original Department/School with a seniority equal to his/her original seniority plus the additional amount developed while within the receiving Department/School.

4.8 PROFESSORIAL RANKS

A. Ranks

1. There are four professorial ranks:
 - a) Lecturer;
 - b) Assistant Professor;
 - c) Associate Professor; and,
 - d) Professor.
2. Faculty member holding the title of Professor on December 31, 1991, will hold the rank of Professor.
3. The rank of Professor will be given to a Faculty member appointed before January 1, 1992, who, on December 31, 1991, held the title of Lecturer, on completion of five years' satisfactory service at Ryerson.

B. Limits

The 20 percent limit on Professors mentioned in 4.9 B. below does not include those Faculty members referred to in A. 2. and A. 3. above.

C. Changes to the Provision of Mode I

1. Changes to A. 2. and 3., and B. immediately above and this paragraph 1. require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, who are still working under the provisions of

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Mode I of Article 10 (Workload).

2. Changes to A. 2. and 3., and B. immediately above and this paragraph 2. cannot be made as a result of arbitration.
3. A. 2. and 3., and B., and C. 1., 2. and 3 of 4.8 , form part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

4.9 PROMOTION THROUGH THE RANKS - MODE II

A. Transfers

The transfer of a Probationary Faculty member appointed after December 31, 1991, with the rank of Lecturer to the Tenured Faculty will entail an automatic promotion to the rank of Assistant Professor.

B. Limits

1. At any one time no more than 20 percent of Faculty members in a Division appointed under this Article after December 31, 1991, will hold the rank of Professor.
2. At least one Professor position will be designated in each Department/School in a Division for a Faculty member whose focus of emphasis is Teaching duties, which position shall remain vacant if no such Faculty member of that Department/School has been promoted to the rank of Professor.
3. At least half of a Faculty's/Division's Professor positions will be designated for Faculty members with Teaching duties as the focus of emphasis. In cases of Departments/Schools with fewer than seven Tenure Stream Faculty members, the Professor position designated for a Faculty member whose focus of emphasis is Teaching duties shall not be included in the 20% ceiling for Professors in that Faculty/Division.
4. A Professor who has attained the age of 60 will not be deemed to be part of this 20 percent quota.

C. Demotion

Except for the provisions described in 4.3 I. above for endowed chairs, demotion from a rank can occur only as a result of disciplinary action in accordance with the provisions of 4.11 below.

4.10 RESIGNATIONS

- A. In the first four months of employment, a Faculty member may resign on one month's written notice.
- B. Thereafter, three months' written notice is required.
- C. Resignation by a Faculty member must be in writing, addressed and delivered to the

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

4.11 DISCIPLINE AND DISMISSAL

A. General

1. In the event of demonstrable failure of a Faculty member to fulfil the obligations defined in Article 7.3 (Obligations), the Faculty member may be subject to discipline or may be expected to participate in personal and professional development under the guidance and advice of the Chair.
2. Discipline may be recommended by the Chair/Director if, in the Chair's/Director's judgement, a Faculty member is failing to fulfil the defined obligations and/or has not responded adequately within a reasonable time to guidance and advice for improvement.
3. Discipline normally will be considered in terms of appropriate progressive sanctions from formal warning, to financial penalty, to recommended dismissal. Suspension with defined terms for reinstatement may be an appropriate sanction in some circumstances.
4. Records of disciplinary action taken against any Faculty member will remain in his/her Performance and Conduct File but will not be considered for future disciplinary action after a period of three years has elapsed since such discipline.
5. A recommendation to dismiss a Faculty member is initiated by a Chair to the Dean after lesser sanctions have been judged ineffective, or when dismissal is judged to be proper action in the best interests of the University 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, Faculty and Staff Affairs or his/her designate, the Dean and Chair.

B. Probationary Faculty

1. 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.
2. 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.
3. Neither notice nor pay will be necessary in cases of gross misconduct.

C. Tenured Faculty

1. A Tenured Faculty member may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article 7.3 (Obligations), or for gross misconduct.
2. 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

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

3. Neither notice nor pay will be necessary in cases of gross misconduct.

4.12 FACULTY REDUCTIONS

- A. The first duty of the University is to ensure that its academic priorities remain paramount, particularly in regard to the quality of learning. When faced with financial constraints, the University must ensure the primacy of its educational functions. It is recognized that any Human Resources reductions in the University would be a measure of last resort in solving budget difficulties.
- B. Should Faculty reduction be necessary for any reason, every effort will be made to assign Tenured Faculty members to other academic duties in the University. 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 University.
- C. The University will utilize where possible normal retirements, voluntary early retirements, voluntary reduced workloads, and leaves of absence to ameliorate the effects of redundancy.
- D. Situations and degree of Faculty redundancy shall be identified by the Vice President, Faculty and Staff Affairs or his/her designate in consultation with the Deans. The Dean of a Faculty/Division, in which a redundancy has been identified, shall notify all Faculty members within his/her Faculty/Division of that situation. A Redundancy Identification and Amelioration Committee (R.I.A.C.) shall be struck immediately, consisting of the Dean of the Faculty/Division, the Chair of the Department/School affected, and the President of the Association. The R.I.A.C. will seek to establish employment opportunities to offset the effect of Departmental/School redundancy following the principles that Faculty members should be allocated the academic loads that are assigned, or are planned to be assigned, to other than Tenured or Probationary Faculty members, and that Faculty members should be considered for available non-academic positions in the University. The following sequence of priorities shall be followed:
 1. seeking academic opportunities elsewhere within the Department/School (day and/or evening),
 2. seeking academic opportunities elsewhere within the Faculty/Division (day and/or evening),
 3. seeking academic opportunities elsewhere within the University (day and/or evening),
 4. seeking non-academic employment opportunities within the University, consistent with normal University hiring procedures.
- E.
 1. If the R.I.A.C. is successful in finding a potential academic opportunity outside the affected Department/School, the DAC of the Department/School with the redundancy situation will meet with the DAC of the Department/School in need of expertise and the President of the Association.

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2. a) If the DACs and the President of the Association agree that the available expertise is adequate for the available academic load(s), they will recommend, to the Deans involved, willing and acceptable Faculty members of the Department/School with the identified redundancy, to teach the available load(s).
 - b) If the available expertise is not considered completely adequate for any potential academic opportunity, the R.I.A.C. will recommend to the Vice President, Faculty and Staff Affairs or his/her designate that a particular person or persons in the affected Department/School undertake retraining during a specified time in a needed area of expertise, at the earliest opportunity. In this case, the University will make every reasonable effort to facilitate this limited retraining.
- F. In the event that the aforementioned efforts do not resolve the redundancy situation, and where the academic requirements have been provided for, and where a Department/School or an area of specialization is faced with a lay-off situation:
1. The Faculty members who may be considered for lay-off shall be those with lesser seniority in the Department/School and the total number under consideration shall not exceed twice the number of redundant positions.
 2. The Chair and the Dean will determine on the basis solely of seniority and ability which Faculty members are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:
 - a) academic performance
 - b) professional self-development
 - c) contribution to the instructional environment and process.
 3. If a Faculty member who has expertise in an area of specialization taught by the Department/School where no other Faculty member is capable of teaching such an area of specialization, and no other Faculty member can be trained within a reasonable time for teaching that discipline, then such a Faculty member may not be considered for lay-off. A written rationale for such a situation shall be reported to the Redundancy Review Board (RRB. - see F. 5. below).
 4. A Faculty member working under the conditions of Mode I of Article 10 (Workload) who is included on the list for lay-off cannot be considered for lay-off until there are no Limited Contract (Temporary) Instructors and Limited Term Faculty in the Department/School and all Faculty members hired in the Department/School after December 31, 1991, have already been subject to lay-off.

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5. As soon as a proposed redundancy list is completed, it will be reviewed by the RRB consisting of three Tenured Faculty members, none of whom is a member of the R.I.A.C. The RRB shall consist of an appointee of the Vice President, Faculty and Staff Affairs or his/her designate and an appointee of the RFA Executive, who in turn will name a mutually acceptable third appointee to chair the RRB. Furthermore, one of the three aforementioned appointees shall usually be a member of the Department/School involved. The RRB will follow an established procedure in evaluating the recommendations of the Chair and Dean. On completion of the review, the RRB will issue a confidential report to the Chair and Dean. The RRB will also provide a copy of the report to the President, Vice President, Faculty and Staff Affairs or his/her designate, and the Association President.
 6. After due consideration of the RRB report, the Dean will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Faculty member(s) of his/her (their) lay-off status and the options open to such Faculty member(s). The lay-off date shall be August 31 in all cases.
- G. From the date of notice to the date of lay-off, the Faculty member shall retain his/her status as a Tenured Faculty member unless he/she voluntarily arranges an employment separation. On the separation date:
1. he/she will receive a separation allowance equal to one-half month's salary per year of service to a maximum of six months' salary;
 2. he/she will waive all rights of participation in the Faculty re-employment Program; and
 3. he/she will retain his/her right of recall (Article 4.12 I. and J. (Staffing)) and his/her right of Appeal (Article 9)(Appeals).
- H. If the Faculty member has not exercised his/her right of voluntary separation (G. above) by the lay-off date, or in the case of an appeal extending beyond the lay-off date, within seven days of the confirmation of the lay-off, then on the appropriate date he/she shall either:
1. accept employment separation in accordance with G. above, or
 2. enter the Faculty re-employment Program (Appendix E-1)(Faculty Re-Employment Program).
- I. Within three years of being laid-off, the Faculty member shall be offered by registered mail the first available Faculty appointment in his/her previous Department/School; in a field in which his/her expertise can be used. Where more than one Faculty member has been laid-off from the Department/School, offers shall be made to Faculty members in inverse order of their lay-offs. A reasonable period

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shall be provided for taking up the offer in order to enable the Faculty member to fulfil his/her current employment obligations. An offer made to a Faculty member under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph.

- J. During the three years following the date of lay-off, the Faculty member shall be notified by registered mail, of all academic positions which become available in Departments other than his/her former Department/School, and which have not been filled by Faculty members entitled to these positions under paragraph I. The Faculty member, should he/she apply for such a position within 21 days of mailing date, shall be interviewed by the appropriate DAC for the available position. This shall take place before any general advertisement of the position(s) is/are undertaken.
- K. Within three years of the date of lay-off, a Faculty member may apply to the Director of Human Resources to be notified of any non-academic vacancy for which he/she is qualified, or could become qualified within twelve months on the job. Should he/she apply for such a position, he/she will be subject to the usual hiring practices of the University, and he/she will be considered along with internal candidates for the position, having due regard for the promotion expectations of others within the Department/School, but before outside advertisement is undertaken. Should he/she be accepted in the position, his/her salary would be within the position's salary range at a level normal for position incumbents having Ryerson Service equal to that of the redundant Faculty member.
- L.
 - 1. Changes to Article 4.12 (Staffing) require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992 and still working under Mode I of Article 10 (Workload).
 - 2. Changes to Article 4.12 (Staffing) cannot be made as a result of arbitration.
 - 3. Article 4.12 (Staffing) forms part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

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4.13 RETIREMENT

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

ARTICLE 5

BREAKS AND EXTENSIONS

5.1 MODE I

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

- A. The period for study, course preparation and related work, and vacation will not be less than two, and not more than three, consecutive months in any twelve months of employment, the precise period to be at the discretion of the Chair and two administrators senior to him/her.
- B. Faculty members will not be required to teach more than two semesters in any twelve month period.
- C. 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.

- D. Teaching on Saturday will be on a voluntary basis. Faculty members may be required to invigilate one Saturday examination per academic year.
- E.
 - 1. Changes to Article 5.1 (Breaks and Extensions) require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, and still working under the provisions of Mode I of Article 10 (Workload).
 - 2. Changes to Article 5.1 (Breaks and Extensions) cannot be made as a result of arbitration.
 - 3. Article 5.1 (Breaks and Extensions) forms part of this Agreement until all Faculty hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

5.2 MODE II

For Faculty members appointed after December 31, 1991:

- A. The period for vacation shall be five weeks per year until the completion of twenty years of service at which point the entitlement shall be increased to six weeks per year. It is understood that the five and six week periods do not include those periods when the University is closed.
- B. Faculty members will not be required to teach more than two semesters in any academic year.
- C. 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.
- D. Teaching on Saturday will be on a voluntary basis. Faculty members may be required to invigilate one Saturday examination per academic year.

ARTICLE 6

LEAVES OF ABSENCE

■ EXTENDED LEAVES OF ABSENCE

6.1 GENERAL

The provisions of 6.1 apply to 6.2 and 6.3

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

- A. the Faculty member must apply in writing to the Board through his/her Chair by September 30 prior to the academic year in which he/she plans to start his/her leave. By the following March 31st he/she shall be advised of the Board's decision. The Faculty member shall complete and sign the requisite memorandum of agreement with the Board by May 31.
- 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 Department/School Council and the Dean.
- C. where the length of the leave is twelve months or less, the Faculty member will be expected to return to active employment as an instructor at the end of his/her leave. However, this does not preclude a renewal of leave by mutual agreement between the Faculty member and the Board, subject to conditions A. and B. above.
- D. While on leave, the Faculty member's entitlement to increment will not be interrupted.
- E. the Faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, dental, extended health, and Group Life Insurance benefits.

6.2 LEAVES WITH PAY

- A. A Faculty member will normally be eligible for a one-year leave with pay at 60 percent of his/her normal active employment salary, following six years' service from commencement of employment or return from paid leave, 70 percent after seven years, 80 percent after eight years and 90 percent after nine years.
- B. A Faculty member with six or more years' service has the option of a half-year leave with pay, instead of a one-year leave with pay, on the following terms: 60% of normal salary after 3 years of service from date of return from previous paid leave, 70% after 3-1/2 years of such service, 80% after 4 years of such service, and 90% after 4-1/2 years of such service or when taking his/her first leave with pay.
- C. Both service criteria and salary while on leave may be adjusted by mutual agreement

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between the Board and the Faculty member. For the purposes of paragraphs A. and B. above, "service" will not include periods of "leave without pay."

- D. A Faculty member on paid leave shall report to the Board any outside remuneration received while on leave, which would not have been received had he/she not been on leave. He/she shall be entitled to retain all such remuneration up to the difference between his/her salary while on leave and his/her normal salary. If greater outside remuneration is received, his/her entitlement from the University will be reduced by one-half of the excess.
- E. In recognition of the fact that the above provisions will make a paid leave feasible for a large number of present Faculty members, that quality of teaching must not suffer, and that the demands imposed by the new status must be met, the University will not be able to grant such leave to more than fifteen per cent of the Faculty members of any one Department/School at any given time. Departments/Schools with fewer than seven Faculty members will be given special consideration to ensure that Faculty members therein have full opportunity for the exercising of this Article's 6.2 (Leaves of Absence) provisions.
- F. In addition to the benefits covered above, the Faculty member on leave must contribute to his/her pension based on salary while on leave, and will continue to be covered by the Salary Continuation and Disability Protection Plan. Members of the Ryerson Pension Plan have the option of contributing to the pension plan on the basis of their normal active salary. In the case of disability, the benefit will be 80 per cent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.
- G. During the first academic semester after returning from paid leave, a Faculty member shall provide to the Dean and the Chair a written report of activities undertaken and objectives accomplished while on paid leave.

6.3 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 University, he/she may be granted leave without pay subject to the exigencies of the service.
- B. In order to receive service credit in the Ryerson Pension Plan, a Faculty member on leave without pay who is a member of this Plan is required to contribute to the Plan an amount equal to the contributions due on the basis of normal active salary. These contributions are to be paid in two equal instalments - the first at the beginning of the leave and the second at the end of the leave.
- C. A Faculty member on leave without pay is eligible to continue his/her Group Life Insurance at the rate in effect immediately prior to the commencement of leave and to participate in the Long Term Salary and Disability Protection Plan.
- D. The cost of participation in the available benefits will be paid entirely by the Faculty member annually in advance. Where the approved leave was granted for

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educational or compassionate reasons, the University will refund to the Faculty member upon her/his return to active employment that portion of the premiums which it would normally have paid had the Faculty member been in active employment.

- E. Association dues will be paid by the Faculty member concerned in advance for the period of the authorized leave without pay. Payment will be made to the Board which will turn over any such collected dues to the Association together with the next remittance of dues deducted from the salary of other members (Article 2.4 C.) (Terms of Agreement).

■SPECIAL LEAVES

6.4 COMPASSIONATE LEAVE

A leave of absence of up to five (5) working days with pay may be granted by the Chair/Director for compassionate reasons.

6.5 MATERNITY LEAVE

- A. Female members of the Association shall be entitled to maternity leave as from time to time provided for in the Ontario Employment Standards Act. During such leave the University will pay to the member a Supplementary Unemployment Benefit (SUB) at the time that normal salary payments would be paid.
- B. The details of the maternity leave are recorded in Appendix C (Maternity and Adoption Leave) of the Agreement.
- C. Recognizing that a Faculty member may be unable to fulfil 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. However, other employment within the University will be made available at her regular salary.

6.6 ADOPTION LEAVE

- A. Members of the Association shall be entitled to adoption leave, subject to the approval of the Supplementary Unemployment Benefit (SUB) Plan by the Federal Government authorities, as from time to time provided for in the Ontario Employment Standards Act. During such leave the University will pay to the member a SUB at the time that normal salary payments would be paid.
- B. The details of the adoption leave are recorded in Appendix C (Maternity and Adoption Leave) of the Agreement.
- C. Recognizing that a Faculty member may be unable to fulfil his/her teaching commitments due to adoption leave of absence conflicting with the semester, it will be necessary therefore for him/her to withdraw from his/her instructional duties during the whole semester in which the new child is expected to arrive in the home. However, other employment within the University will be made available at his/her regular salary.

6.7 PARENTAL LEAVE

Members of the Association who become parents of a newborn or adopted child are entitled

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

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

The above provisions are effective December 20, 1990.

6.8 SPECIAL LEAVE

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.

6.9 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 Chair of his/her Department/School about the effect of his/her political candidacy on the academic welfare of the Department/School, bearing in mind i) his/her short-term absence during the campaign period; ii) his/her possible long-term absences; and iii) the possibility of his/her continuing some academic duties on a part-time basis if the demands of his/her public service permit. If the Chair/Director of his/her Department/School or the Dean of his/her Faculty/Division objects to his/her candidacy, he/she shall state the grounds of his/her objection both to the prospective candidate and to the Dean or the President.
- B. If there is no objection to the candidacy, the Faculty member shall be entitled to leave of absence with full salary during the campaign for election upon the following basis:
 - 1. for election to the Parliament of Canada: leave for the equivalent of one month;
 - 2. for election to the Legislature of Ontario: leave for the equivalent of one month;
 - 3. for election to a Municipal Council, Commission, or Board: leave for the equivalent of five days;
 - 4. for election as Mayor of a Municipality or Chair of the Metropolitan Toronto Council: leave for the equivalent of ten days.

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

- C. If the member of the Association is elected he/she shall, while serving in the office to which he/she has been elected, be entitled to leave of absence upon the following basis:
1. Parliament: leave of absence without salary for a period up to five years;
 2. 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.
 3. 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.
 4. Mayor of a Municipality or Chair of the Metropolitan Toronto Council: leave of absence without salary.
- D. During the extended leave, the member of the Association shall have all the normal rights of members on leave of absence.
- E. If a member of the Association, whether serving as such or on leave granted to him/her on election to Parliament or the Legislature, is appointed a Minister of the Crown, he/she will be expected to resign his/her Ryerson post.
- F. Arrangements involving full-time leave of absence normally shall hold for one term of public service or five years¹, whichever is the longer. If the member of the Association continues to serve after the five-year period, then he/she will be expected to resign his/her Ryerson post. If thereafter, he/she wishes to return to Ryerson, his/her appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part-time leave of absence may be renewed beyond the five-year period so long as the duties of the member of the Association to Ryerson do not suffer.
- G. After the expiry of his/her term of public service, the member of the Association, if he/she has not resigned from Ryerson in accordance with the provisions of F., shall return to Ryerson and it shall be incumbent on the Chair of his/her Department/School to arrange his/her program so as to facilitate his/her return to full academic effectiveness.

¹This five years is a somewhat arbitrary estimate of the period after which the member of the Association may be considered to have entered the political profession fully and the period after which he/she may be sufficiently out of touch with his/her field to warrant his/her having to be reinstated by the normal method of entry to the Faculty.

- H. These conditions shall not preclude the possibility of making other mutually acceptable arrangements.

6.10 FACULTY EXCHANGE LEAVES

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

6.11 LEGAL LEAVE

The Board shall grant leave of absence with pay to a Faculty member who is called to serve as a juror, a witness, or, in the case of an action resulting from the performance of his/her contractual obligations to the University, 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 University cashier.

6.12 SICK LEAVE

- A. A member of the Association is eligible for sick leave up to a maximum of 66 consecutive working days during his/her regular academic session, at full salary, from the date of disability due to illness, accident or injury, for each separate disability, provided:
 - 1. when unable to attend to his/her duties for reasons of illness, accident or injury, the member will contact the office of his/her Chair/Director promptly, giving the reason for the absence. Any member may be required by the University to substantiate the reasons for any such absence; and,
 - 2. after each absence of more than seven (7) consecutive working days the University may, with reasonable notice, request that an acceptable medical certificate containing diagnosis and dates of absence be submitted to the Medical Director of the University's Health Centre. Where such a request is made the member may not return to work without the above medical certificate; and,
 - 3. that the University has the right to have a member of the Association examined medically at reasonable intervals during continuous absences of over five (5) working days; and,
 - 4. that the University may request the member of the Association to be medically examined with respect to the disability related to their absence in

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order to determine if that member is fit to return to active employment; and,

5. that for the medical examinations described in 3. and 4. immediately above, the University, through its Health Centre, shall make every reasonable effort to consult with the member of the Association in an effort to identify a physician acceptable to the University and the member. Should there be no agreement within twenty (20) working days between the University and the member, a physician shall be designated by the University's Health Centre. The costs for such examinations shall be borne by the University; and,
 6. members of the Association who are absent from work for more than 66 consecutive working days for reasons of illness, accident or injury for a particular disability shall be subject to the provisions of Appendix B, (Salary Continuation and Disability Protection Plan).
- B. When the University judges a member's performance of his/her duties and obligations to be substantially impaired and has reasonable grounds to believe this impairment may be the result of illness, the University may require that he/she undergo a medical examination, with the cost borne by the University. Where such assessment indicates illness, the member will be entitled to the provisions of A. immediately above.

If the member in such a case challenges the above assessment, the advice of a second physician of the member's choice shall be obtained, with any expenses borne by the member. If the two physicians disagree, they or the University and the member shall agree on a third who shall adjudicate and decide on the matter, with any costs equally shared by the member and the University.

Should either the second or third assessments not be completed prior to the expiry of the sixty-six (66) working days at full salary, the member's monthly salary from the University shall cease and a monthly benefit shall be paid by the outside insurer as envisaged in Appendix B (Salary Continuation and Disability Protection Plan). If the final decision is that the member is not disabled, the University will remit to him/her that portion of his/her regular monthly salary not covered by the outside insurer.

Whenever the University acts according the provisions of B. it shall notify the Association within three working days.

ARTICLE 7

OBLIGATIONS

7.1 JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD

- A. The Association and the Board acknowledge that the primary aim of the University 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 University.

- B. The Faculty members and the University through the Academic Council recognize their mutual responsibility for maintenance of academic excellence and standards within all courses offered for credit by the University. Teaching supervision, staffing and course content shall be the responsibility of the academic Faculty/Division, Department/School, and/or discipline recommending the academic course credit.
- C. The Association and the University agree to work together in resolving questions arising out of this Article.

7.2 OBLIGATIONS OF THE BOARD

- A. The Board acknowledges the primary responsibility of providing an administrative structure and climate in which effective teaching and Scholarly, Research and Creative activities may take place.
- B. Toward this end, 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.

7.3 OBLIGATIONS OF FACULTY MEMBERS - MODE I

The following provisions apply only to Faculty members appointed before January 1, 1992, whose workload is determined by Mode I of Article 10 (Workload):

- A. The Faculty members acknowledge their primary professional concern for students.
- B. In the classroom every attempt will be made to create an atmosphere in which students may learn.
- C. Each Faculty member agrees to maintain his/her professional competence in his/her own discipline and to acquire and maintain reasonable pedagogical competence. He/She will try to stimulate intellectual curiosity and enthusiasm for learning. He/She will avoid anything which will damage the self-respect of those he/she meets in class.
- D. Faculty members acknowledge a responsibility to the University and to each other, insofar as this is necessary to serve students.
- E. Faculty members will make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which members of the Faculty may function as responsible academics.
- F. Faculty members agree to display a sense of responsibility for the facilities of the University; to maintain punctually their teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Chair when, during the academic year, they are undertaking any employment outside the University or are engaging in a major course of study.

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- G. Faculty members are required to adhere to all approved course management policies both of Academic Council and of the Department/School. The Board will provide each member of the Association with a written copy of relevant policies.
- H. Faculty members are required to dispose of any and all confidential material in their possession, including DAC reports and material relating to the evaluation and grading of students, in such a manner as prescribed and provided by the Board.
- I.
 - 1. Changes to Article 7.3 (Obligations) require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992.
 - 2. Changes to Article 7.3 (Obligations) cannot be made as a result of Arbitration.
 - 3. Article 7.3 (Obligations) forms part of this Agreement until all Faculty hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

7.4 OBLIGATIONS OF FACULTY MEMBERS - MODE II

The following provisions apply to all Faculty members appointed after December 31, 1991, and to those Faculty members appointed before January 1, 1992, who have chosen the provisions of Mode II of Article 10 (Workload) to govern their workload:

- A. The Faculty members acknowledge their primary professional concern for students.
- B. In the classroom every attempt will be made to create an atmosphere in which students may learn.
- C. Each Faculty member agrees to maintain his/her professional competence in his/her own discipline and to acquire and maintain reasonable pedagogical competence. Moreover, each Faculty member agrees to maintain the capacity and commitments referred to in Article 4.4 H. 1. (Staffing) and to fulfil the academic duties described in 10.11 through 10.16 of Article 10, Mode II (Workload). He/she will try to stimulate intellectual curiosity and enthusiasm for learning. He/She will avoid anything which will damage the self-respect of those he/she meets in class.
- D. Faculty members acknowledge a responsibility to the University and to each other, insofar as this is necessary to serve students.
- E. Faculty members will make every effort to respect the dignity and integrity of their colleagues and to sustain a climate in which members of the Faculty may function as responsible academics.
- F. Faculty members agree to display a sense of responsibility for the facilities of the University; to maintain punctually their teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; and to inform the Chair when, during the academic year, they are undertaking any employment outside the University or are engaging in a major course of study.
- G. Faculty members are required to adhere to all approved course management

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policies both of Academic Council and of the Department/School. The Board will provide each member of the Association with a written copy of relevant policies.

- H. Faculty members are required to dispose of any and all confidential material in their possession, including DAC reports and material relating to the evaluation and grading of students, in such a manner as prescribed and provided by the Board.

ARTICLE 8

NON DISCRIMINATION

- 8.1 The parties agree that no proscribed form of discrimination or harassment is acceptable to the University.

Specifically, there shall be no discrimination or harassment practised by a representative of the University or any member of the Association on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age (except with respect to age of retirement referred to in Article 4.13 (Staffing)), record of offences, marital status, family status or handicap as defined in the Ontario Human Rights Code.

Further, there shall be no discrimination or harassment practised by a representative of the University or member of the Association with respect to any member of the Association because of activity or inactivity in the Association.

- 8.2 This Article shall not preclude any employment equity mandated by law or agreed to by the parties to this collective agreement.
- 8.3 The Board agrees to consult with the Association in the development and/or review of all policies relating to this clause.

ARTICLE 9

APPEALS

9.1 GROUNDS

Any dispute over matters arising from the administration of the Agreement, including but not limited to those listed below, must be settled by the appeals procedures set out in 9.2, 9.3 and 9.4 of this Article:

- A. Denial of annual increment;
- B. Dismissals or discipline taken against any Faculty member, including but without limiting the generality of the foregoing, formal warnings, financial penalties, and suspensions with defined terms for reinstatement;
- C. Demotions and reclassification;
- D. Denial of promotion to the next rank;
- E. Decreases in pay or allowances;
- F. Forced resignations or non-transfers to the Tenured Faculty;
- G. Matters affecting personal integrity and/or the dignity of the teaching profession (as defined in Article 7) (Obligations);
- H. Lay-offs;
- I. Other differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

9.2 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, Faculty and Staff Affairs or his/her designate. It is understood that these usual means shall include a written submission to the Chair/Director within 66 working days after the circumstances giving rise to the matter have occurred or ought reasonably to have been known to occur. This written submission must state the nature of the complaint and the remedy sought.

Where either party believes there is substantive reason to suspend these deadlines, they shall be suspended by mutual agreement between the two parties, such agreement not to be unreasonably withheld, even retroactively.

9.3 PROCEDURE FOR TENURED FACULTY

- A. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the receipt of the official response of the Vice President, Faculty and Staff Affairs or his/her designate, the problem will be stated in writing in quadruplicate. One copy will be sent to each of: President, President of the Association, Vice President, Faculty & Staff Affairs, Chair of the Association Appeals Committee, and the Secretary of the Board. An appeal may also be initiated in the same manner at any time after twenty regular working days have elapsed since the matter was referred to the Vice President, Faculty and Staff Affairs or his/her designate and no official response by him/her has been received.
- B. Within fourteen (14) calendar days of receipt of the written statement of appeal, the two Presidents will each appoint one member for an ad hoc Appeal Board. The names of these appointees will be communicated to the Chair of the Association Appeals Committee. Should the two Presidents both decide it advantageous to have an Intermediary, they shall jointly appoint such an intermediary within fourteen (14) days of receipt of the written statement of appeal. The name of the Intermediary will be communicated to the Chair of the Association Appeals Committee.
- C. Within five (5) regular working days of the last of the two appointments being made to the ad hoc Appeal Board, the two appointed members will agree on a third member who shall be chair of the ad hoc Appeal Board. The final make up of the ad hoc Appeal Board will be communicated to the aggrieved member, the President, the Secretary of the Association and the Chair of the Association Appeals Committee.
- D. Within thirty (30) calendar days of the appointment of all members of the ad hoc Appeal Board or the appointment of the Intermediary, the Appeal Board or 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 ad hoc Appeal Board or the Intermediary shall determine procedures to ensure that both parties have full opportunity to present their cases.
- E. As expeditiously as possible, the ad hoc Appeal Board or the Intermediary shall present its or his/her findings in writing to the two Presidents, with copies to: the aggrieved Faculty member, the Association, and the Secretary of the Board.
- F. Within fourteen (14) calendar days of the receipt of the ad hoc Appeal Board's or the Intermediary's report, the Association President or his/her nominee shall meet with the President or his/her nominee to attempt to work out a settlement.
- G. If within fourteen calendar days of the first meeting between the President and the Association President no satisfactory settlement is reached, the President shall make recommendation to the Board for action.
- H. 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.
- I. 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.

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- J. Within twenty-one calendar days of the above notification the Minister shall be asked to appoint an Arbitrator acceptable to both parties.
- K. 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.
- L. In cases involving financial penalty, the penalty shall not be applied until the Arbitrator's award is made.
- M. Any costs incurred in the above procedures shall be shared equally by the Association and the Board.
- N. By mutual agreement, any of the above time limitations may be extended.
- O. The decision of the Arbitrator shall be final and binding on both parties.
- P. Paragraphs A. through O. above notwithstanding, the provisions of 9.4 below shall be the Appeal Procedures followed, as mentioned in Article 13.3 E. and F. (Salaries, Increments and Allowances), in the case of denial of promotion or denial of good performance increment.

9.4 PROCEDURES FOR PROBATIONARY AND LIMITED TERM FACULTY

- A. 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.
- B. Within ten regular working days, not including holidays and vacation periods for the aggrieved Faculty member, of the receipt of the official response of the Vice President, Faculty and Staff Affairs or his/her designate, the problem will be stated in writing in quadruplicate. One copy will be sent to each of: President, Secretary of the Association, and Chair of the Association Appeals Committee, the Vice President, Faculty and Staff Affairs or his/her designate. An appeal may also be initiated in the same manner at any time after twenty regular working days have elapsed since the matter was referred to the Vice President, Faculty and Staff Affairs or his/her designate and no official response by him/her has been received.
- C. Within ten regular working days of the above submission, the President and the Association executive will each appoint one member of the ad hoc Appeal Board. The names of these appointees will be communicated to the Chair of the Association Appeals Committee.
- D. Within five regular working days of the last of these two appointments being made, the two appointed members will agree on a third member who shall be chair of the ad Hoc Appeal Board. The final make up of the ad hoc Appeal Board will be communicated to the aggrieved member, the President, the Secretary of the Association and the Chair of the Association Appeals Committee.

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- E. Within ten regular working days of the appointment of its Chair, the Appeal Board shall:
 - 1. be provided with copies of the submission referred to in B. above, by the Chair of the Association Appeals Committee;
 - 2. meet to settle procedure; and
 - 3. commence deliberations.
- F. As expeditiously as is consistent with justice, the ad hoc Appeal Board shall render its decision in writing to the Faculty member, with copies to the Chair of the Association Appeals Committee, the Dean, and the Vice President, Faculty and Staff Affairs or his/her designate.
- G. The decision of the ad hoc Appeal Board is final.

9.5 GENERAL

- A. All time limits specified in this Article are subject to extension by mutual agreement.
- B. The terms Chair, Dean, Vice President, Faculty and Staff Affairs or his/her designate and President include Vice President Academic, Acting Chair, Acting Dean, Acting Vice President, Faculty and Staff Affairs or his/her designate for the purpose of this Article.
- C. These procedures, with appropriate variations, are available to the Board or its representatives.

ARTICLE 10

WORKLOAD

■WORKLOAD PROVISIONS - MODE I

The workload provisions of Mode I apply to all Faculty members hired before January 1, 1992, who have not elected the option described in 10.9 following.

10.1 ASSIGNED TEACHING AND RELATED WORKLOAD

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:

A. Academic Course Hours

1. Faculty members will teach from 9-16 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of a group of students.
2. Teaching after 6 p.m.

A Faculty member, who in a span of any six of his/her teaching semesters teaches after 6 p.m. a total of more than the equivalent of three academic course hours per week for one semester, will be given extra credit as follows: Each academic course hour taught after 6 p.m. in excess of the above limit will be credited as a 1-1/2 academic course hour for all purposes of this Article except for the purpose of calculating course preparation hours under B. below, and for the purpose of calculating student contact hours under 10.2.

3. The maximum daily teaching span will be seven hours, including a meal period, except that once a week it may be eight hours, including a meal period. However, at the Faculty member's request the daily teaching span will be extended to ten hours to achieve a four day work week. Should the Chair be unable to accede to the request he/she shall so notify the Faculty member in writing with reasons. Should the Faculty member be dissatisfied with the reasons, he/she may appeal to an ad hoc committee consisting of an appointee of each of the Vice President, Faculty and Staff Affairs or his/her designate, the Registrar, and the Association President. The decision of this committee shall be final.

B. Course Preparation Hours

1. For the first section of a new course, or a course not taught by the Faculty member in the previous four years, three preparation hours for each academic course hour.
2. For the first section of a course taught within the previous four years, but not within the previous two years, including superseded courses in the same subject at the same level, two preparation hours for each academic course hour.

3. For the first section of a course taught within the previous two years, including superseded courses in the same subject at the same level, one preparation hour for each academic course hour.
4. If a course which would otherwise be covered by 2. or 3. above has undergone major changes in content or methodology since the last time the Faculty member taught it, first section preparation credits will be as follows:
 - a) For a course not taught in the previous three years, three preparation hours for each academic course hour.
 - b) For a course taught in the previous three years, two preparation hours for each academic course hour.
5. For courses with more than six academic course hours per week, the first section preparation credits for the first six academic course hours will be as indicated in 1., 2., 3. and 4. above. For academic course hours after the first six, one preparation hour per academic course hour.
6. For each additional section of a course in 1., 2., 3., 4. or 5. above, 1/3 preparation hour for each academic course hour.

C. Student Evaluation and Academic Counselling Hours

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

D. Routine Department/School Duties

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

E. Curriculum Development

1. Before a Faculty member undertakes to design a new course, or revise an existing course, the Faculty member and the Chair will agree in writing on the amount of time to be allowed for the task, on an hour-for-hour basis.
2. The amount of time so allowed will be deemed to be distributed evenly over the academic term for the purpose of this Article only.

F. Research Projects

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Before a Faculty member undertakes a research project with workload credit, he/she and the Chair will agree in writing that at least 6 academic course hours per the academic year will be allowed for the task.

G. Special Assignments

1. Before a Faculty member undertakes a special assignment, such as committee work or course coordination, he/she and the Chair will agree in writing 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.
2. The amount of time so allowed will be deemed to be spread evenly over the academic term for the purpose of this Article only.

10.2 STUDENT CONTACT HOURS

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.

10.3 PERMISSIBLE REASONS FOR REFUSAL OF TEACHING ASSIGNMENTS

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

- A. The number of assigned weekly academic course hours for the semester exceeds 16.
- B. The sum of assigned weekly academic course hours over the two teaching semesters in the academic year exceeds 32.
- C. The teaching span exceeds eight hours on any one day or seven hours on any two or more days.
- D. The teaching span exceeds ten hours on any one day for a Faculty member who, by his/her own request, is on a four day work week.
- E. The potential aggregate of weekly workload hours for the semester exceeds the Faculty member's maximum average for the academic year by 20 per cent or more.
- F. The potential number of weekly student contact hours for the semester exceeds the Faculty member's maximum average for the academic year by 20 per cent 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.

10.4 REDRESS FOR ACTUAL WORKLOAD INFRACTIONS

- A. As soon as practicable after the February 1 count date, but not later than March 31, every Faculty member will be issued a Workload Statement indicating his/her actual aggregate workload hours and student contact hours for the academic year. Copies of all Workload Statements will be forwarded to the Secretary of the Association at the time that they are issued to Faculty members. Any subsequent changes or corrections will also be forwarded to the Secretary of the Association.
- B. 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/her next teaching year by 110% of the excess incurred. If these infractions are not addressed in the next teaching year, the reduction in the Faculty member's corresponding limit or limits will accumulate until the redress is provided.
- C. 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, Faculty and Staff Affairs or his/her designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data.

10.5 CLASS OR SECTION SIZE

- A. 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/her classes has a registered enrolment of more than 48 students or any two of his/her classes have registered enrolments of more than 44 students in each. Such refusal will not be cause for disciplinary action.
- B. Normally, class or section sizes will not reach the above refusal limits. With the agreement of the Faculty member, a Chair may combine classes or sections, provided effective teaching is not prejudiced thereby. With the agreement of the Chair, a Faculty member may combine classes or sections, provided effective teaching is not prejudiced thereby.

10.6 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 per cent 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.
- D. For Practicum courses in the departments of Nursing and Social Work, workload

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credits will be as specified in Appendix G (Workload Credits for Practicum Courses in Nursing and Social Work).

10.7 DECREASED TEACHING LOAD

With the approval of the Chair, a Tenured Faculty member who has embarked on a program of professional improvement may accept a decreased teaching load at the University with a proportionate reduction in salary.

10.8 VOLUNTARY REDUCED WORKLOAD

- A. A Tenured Faculty member will be granted up to fifty percent reduction in teaching workload with a proportionate reduction in salary, provided that:
1. the Faculty member has a minimum full-time service of five years;
 2. the reduction normally will be effective for a twelve-month period;
 3. the request is made to the Chair six months in advance;
 4. the Chair is able to make suitable arrangements to cover the remaining teaching workload;
 5. the University reserves the right to limit the number of Faculty members on reduced workload at any one time to not more than ten per cent of the total number of Faculty members.
 6. the University reserves the right to limit the number of Faculty members on a fifty percent reduced teaching workload in a given Department/School at any one time to not more than ten per cent of the total number of Faculty members of the Department.
- B. In order to facilitate gradual retirement, for Tenured Faculty members whose age plus years of Ryerson service equals 80 or more:
1. the provision of A. 4. above shall not apply;
 2. the University shall make every reasonable effort to accommodate such Faculty members who request a fifty per cent teaching workload reduction with all of the required teaching done in one specified semester. Where the number of applicants for such a reduced teaching workload exceeds the limit in A. 6. above, those applicants with the highest total of age and years of Ryerson service shall be granted the teaching workload reduction.

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- C. Notwithstanding section A. 2. above, the University 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 10.8.
- D.
 - 1. During the period(s) of reduced workload/reduced salary, a Faculty member shall receive benefits coverage as if he/she were employed on a full workload/full salary basis, and he/she 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.
 - 2. Subject to applicable pension plan provisions, the Faculty member and the University 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 Human Resources 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. In cases where the pension plan prohibits contributions on the basis of full normal salary, the University will pay the Faculty member the balance of the contribution it would otherwise have had to make.

10.9 WORKLOAD OPTIONS

Faculty members appointed before January 1, 1992, may elect to accept the same range of academic duties and responsibilities required of Faculty members appointed after December 31, 1991, and described in Mode II below as follows:

- A. A change in workload mode will be effective at the beginning of the Fall term and cannot be changed during an academic year.
- B. The Faculty member will indicate in writing to his/her Chair with a copy to the Dean on or before December 15 of his/her desire to change to Mode II workload provisions the following Fall term.
- C. On or before the following March 31 the Faculty member and the Dean will agree in writing as to which focus of emphasis (Teaching or SRC duties as defined below in Mode II) will prevail.
- D. Once a Faculty member commences working under the provisions of Mode II below he/she loses all rights to the workload provisions and protections of Mode I except those mentioned in this section on Workload Options. He/she also loses all rights, privileges, obligations and protections reserved elsewhere in this Agreement for

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Faculty members appointed before January 1, 1992, and listed in Article 2.5 (Terms of Agreement), for as long as the Faculty member is working under the provisions of Article 10, Mode II (Workload).

- E. During the first three years of working under the provision of Mode II the Faculty member may, by giving notice in writing to the Chair, with a copy to the Dean, on or before December 15, return to the workload provisions of Mode I effective the following Fall semester.
- F. The right to choose the provisions of Mode II of Article 10 (Workload) as articulated in B. and C. above may be exercised a total of three times. It is understood that the third such choice is final and binding such that the Faculty member's workload and consequent rights, privileges, obligations, and protections will, until retirement, be those applicable to Faculty members hired after December 31, 1991.
- G. No Faculty member who has not exercised for the third time the choice described in B. and C. above will be required to elect the workload provisions applicable to Faculty members hired after December 31, 1991.

10.10 CHANGES TO THE PROVISIONS OF MODE I

- A. Changes to Mode I of Article 10 (Workload) require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, and still working under the provisions of Mode I.
- B. Changes to Mode I of Article 10 (Workload) cannot be made as a result of arbitration.
- C. Mode I of Article 10 (Workload) forms a part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

■WORKLOAD PROVISIONS - MODE II

The workload provisions of Mode II of Article 10 (Workload) apply to all Faculty members hired after December 31, 1991, and to those Faculty members hired before January 1, 1992, who have made the choice described in 10.9 B. and C. of Mode I above.

10.11 ACADEMIC DUTIES AND RESPONSIBILITIES

- A. The academic duties and responsibilities of Faculty members shall be an appropriate

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combination of:

1. teaching, curriculum development and student counselling, evaluation and supervision (hereinafter, "Teaching duties");
 2. administrative duties and service to the profession and community (hereinafter, "Service duties"); and,
 3. scholarly, applied research and creative activities (hereinafter, "SRC duties").
- B. The distribution of these responsibilities may vary among Departments/Schools and may vary between individual Faculty members. The "appropriate combination" mentioned in A. above is determined by University standards and local norms (i.e., within the Department/School and Division). The letter of appointment shall specify, in a manner consistent with the position advertised, which focus of emphasis, Teaching or SRC duties, is involved in the appointment. A change in a Faculty member's focus requires a written agreement between the Dean and the Faculty member recording their mutual agreement. This written agreement is to be reviewed and, if appropriate, revised every five years. Copies of this agreement are to be submitted to the Vice President, Faculty and Staff Affairs or his/her designate and the Association.
- C. A Faculty member in fulfilling his/her duties and responsibilities shall deal ethically and fairly with colleagues and students and shall respect principles of confidentiality.

10.12 TEACHING DUTIES

A. Teaching Responsibilities

Faculty members are obligated to develop and maintain their scholarly competence and effectiveness as teachers, and perform the teaching duties assigned to them. Faculty members' teaching responsibilities include, but need not be limited to, the following:

1. to prepare and to present courses which reflect the current state of knowledge and the course description in the University Calendar;
2. to adhere to the Academic Council's policy on Course Management;
3. to be available for student consultations, including the posting and observance of reasonable office hours (a minimum of one appropriately scheduled hour per week for every three academic course hours assigned);
4. to meet at scheduled times with lecture, tutorial, seminar, studio and laboratory groups; and to obtain advanced approval from the Chair/Director for any deviation from their teaching schedules or courses of studies;

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5. to be responsible for the preparation, supervision, coordination and grading of all course assignments, tests and examinations;
6. to submit final grades as required by the University;
7. to serve as academic advisors in the preparation and defense of theses or projects;
8. to undertake special assignments; and,
9. to supervise the work of Teaching/Academic Assistants assigned to them.

B. Teaching Workload

1. Assignment of teaching load to a Faculty member shall depend on relevant factors including but not limited to the following:
 - a) the number of different courses or course areas taught by each Faculty member (which number may not be more than three in any semester);
 - b) the number of scheduled hours per course;
 - c) the number of hours of preparation, grading and administration per course;
 - d) the expected student enrolment in each class, and the total number of students in a Faculty member's classes, it being understood that if the total number of students exceeds 180 on the official count day in a semester the Faculty member will be entitled to teaching assistant support unless the Faculty member has agreed to take more students in one semester in return for a smaller number in the other semester such that the average across the two-semesters is 180 students or less;
 - e) the number of hours of academic counselling and consulting per course;
 - f) the type (lecture, laboratory, seminar, etc.) of each course;
 - g) the level (introductory, upper year, etc.) of each course;
 - h) the availability of academic assistants;
 - i) additional hours of preparation for a new course or substantially revised course;

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- j) the amount of field, clinical, research, thesis, and other academic supervision of students;
 - k) supervisory responsibility for laboratory or tutorial sessions;
 - l) off campus teaching; and,
 - m) the Faculty member's focus of workload emphasis.
2. Faculty members will teach from 6-12 academic course hours per week. An academic course hour is a fifty minute period scheduled for the instruction of students.
 3. 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, by mutual agreement, the daily teaching span may be extended to ten hours to achieve a four day teaching week.
 4. A Faculty member shall not be required in any academic year to teach more than one full course (one two semester course) or two half courses that begin at or after 6 p.m. (A course taught on a Saturday shall be deemed equivalent to an evening course as mentioned in this paragraph.)
 5. Normally, a Faculty member shall be required to teach two terms out of three terms in an academic year.
 6. In programs in which the Department's/School's curriculum structure and student enrolment patterns are such that the combined limits described in sections 1. d) and 2. immediately above result in a teaching workload in which fewer than 100 students are covered by the maximum of 12 academic course hours per week an ad hoc committee comprising three nominees of the Dean and three nominees of the President of the Association shall meet and agree upon appropriate maxima for student contact and academic course hours for the Department/School.
 7. Workload Redress
 - a) A Faculty member who believes that the workload provisions described above have been violated may ask that the Dean review his/her teaching assignment in the light of other SRC and Service duties required. If the Dean agrees with the Faculty member they shall record in writing a mutually satisfactory resolution of the violation. Such resolutions may be, but are not limited to, agreements involving adjustment of the current workload, appropriate workload reduction in the following semester or academic year, or support from academic assistant(s).

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- b) If the Dean disagrees with the Faculty member, the Faculty member may request that his/her workload be evaluated by a three person ad hoc committee drawn from the membership of the FPC, one selected by the Faculty member, another by the Dean and a third mutually agreeable person to serve as chair. If there is a dispute involving the facts of the teaching workload assigned, a Workload Facts Committee consisting of an appointee of the Vice President, Faculty and Staff Affairs or his/her designate, an appointee of the Association President, and a third person jointly appointed will review and verify relevant data. The decision of the ad hoc committee is binding on both the Dean and the Faculty member.

The ad hoc committee referred to in this section will normally report its decision no later than 45 days after the request for a review of his/her workload as made by the Faculty member.

- 8. With the approval of the Chair, a Tenured Faculty member who has embarked on a program of professional improvement may accept a decreased workload at the University with a proportionate reduction in salary.

10.13 SRC DUTIES

- A. Faculty members have the right and responsibility to devote a reasonable proportion of their time to scholarly, research or creative activities so as to contribute to the advancement and application of knowledge in their discipline/field as well as to maintain discipline currency.
- B. Faculty members shall indicate in their published or exhibited work(s) their affiliation with the University and acknowledge the work and cooperation of others.
- C. Faculty members have the right to choose the topics or areas in which they will carry out their SRC duties.
- D. Faculty who have SRC duties as a focus of emphasis understand that beyond applying for grants and other forms of support from appropriate public and private agencies, SRC activities shall include but shall not be limited to the following:
 - 1. applied research projects/investigations or works conducted individually or in cooperation with others, so that the results or products/creations are (i) published in academic and professional journals, public reports, conference proceedings, or as patents or (ii) presented/exhibited at conferences, seminars or showings and are available for peer review;
 - 2. studies, works or writings that are published as books, chapters in books, or disseminated by other suitable means in a manner which makes them available for peer review;

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3. experimentation with classroom, laboratory, studio and fieldwork techniques and formats, creative works and processes, etc, provided the results are made available for peer review;
 4. other scholarly, research or creative activities as recommended by a Department/School and approved by the Dean. Such activities must be consistent with the promotion criteria adopted by the FPC and should be reviewed and, as appropriate, revised every five years.
- E. Faculty members who have SRC duties as the focus of emphasis will be assigned fewer than 12 academic course hours per week.

10.14 SERVICE DUTIES

A. Service to the University

1. Consistent with their primary teaching and scholarly responsibilities, Faculty members shall share in the governance of their Department/School and their Faculty/Division through active membership on appropriate bodies such as Departmental and Division councils, and shall participate to a reasonable extent in other University bodies including Departmental, Division, and University committees, Academic Council and the Board, when called upon to do so or when elected to such bodies.
2. While carrying out administrative duties, Faculty members shall treat academic colleagues, other employees and students ethically, so that objectivity and fairness are maintained in all deliberations, including assessment of performance of any colleague, other employee or student. Faculty members shall observe the principles of confidentiality in a manner consistent with the performance of their collegial responsibilities.

B. Service to the Profession and the Community

1. Faculty members have the right to participate in the work of learned societies, professional associations and union/labour organizations, including the Faculty Association, the Ontario Confederation of University Faculty Associations, and the Canadian Association of University Teachers. When a Faculty member's service to such bodies conflicts with scheduled teaching and/or administrative duties, the Faculty member shall make alternate arrangements subject to the approval of his/her Chair or equivalent to ensure that such scheduled teaching and or administrative duties are fulfilled. A Faculty member's service to such societies and associations shall be considered in the assessment of the academic performance of the Faculty member.
2. Faculty members are encouraged to serve the community in a manner that enhances the reputation of the University. However, except when

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specifically authorized to speak on behalf of the University, Faculty members must make it clear that their positions and opinions are personal.

10.15 OUTSIDE PROFESSIONAL ACTIVITIES

- A. A Faculty member may engage in outside professional activity or act in a consulting or advisory capacity to public or private clients, recognizing that suitable contact with the public and private sector offers a desirable means whereby he/she may relate his/her professional activities and teaching to current practice, trends and developments, subject to the following:
1. such professional activity shall not conflict or interfere with the fulfilment of his/her duties and responsibilities to the University as provided in this agreement;
 2. such professional activities shall not reflect adversely on, or be to the detriment of, the University;
 3. a written statement of the nature, scope and extent of the activity shall be given to the Dean or his/her designate who shall review the same in the light of 1. and 2. above;
 4. the University shall be reimbursed, at the prevailing rate set by the University, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that University activities shall have priority in the use thereof; and,
 5. the name of the University or the University letterhead shall not be used in correspondence between a Faculty member and his/her client, or in any report he/she may submit, and the name of the University shall not appear in any publicity or commercial presentation of the results of the consulting work nor shall the Faculty member represent himself/herself as an agent of the University.

10.16 ANNUAL REPORT

- A. Each Faculty member shall submit to his/her Chair/Director two copies of an annual report by September 15 of each year. The report shall include activities of the Faculty member from July 1 of the previous year to June 30. One copy of this report shall be placed in the Performance and Conduct File of the Faculty member and a second copy shall be forwarded to the Dean.
- B. The annual report, which shall be completed on a standardized form supplied by the Dean, shall include only the following information:

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1. teaching responsibilities including courses taught and supervised;
2. results of student evaluations of his/her teaching from the evaluation instruments jointly approved by the University and the Association;
3. books and papers published;
4. conference papers, presentations, exhibitions, etc. given;
5. scholarly, applied research and creative work completed or in progress;
6. research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
7. graduate degrees obtained or graduate studies in progress and expected date of completion, University, and title of thesis;
8. awards and other honours received;
9. Department/School, Faculty/Division, Academic Council, Board, Association and other University activities;
10. contributions to Faculty member's profession;
11. contributions to Faculty member's community;
12. a statement of Faculty member's outside professional practice in the previous year;
13. an account of the academic activities pursued by the Faculty member during the semester he/she did not have assigned teaching duties; and,
14. any other information that the Faculty member deems relevant.

10.17 VOLUNTARY REDUCED WORKLOAD

- A. A Tenured member of Faculty will be granted up to a fifty per cent reduction in academic workload with a proportionate reduction in salary, provided that:
 1. the Faculty member has a minimum full-time service of five years;
 2. the reduction normally will be effective for a twelve-month period;
 3. the request is made to the Chair six months in advance;
 4. the Chair is able to make suitable arrangements to cover the Faculty

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- member's teaching and Departmental/School service functions which are part of the reduction;
5. the reduction, unless otherwise agreed to by the Chair and approved by the Dean, will be prorated across the Teaching, SRC and Service components of the Faculty members's normal workload;
 6. the reduction does not abrogate the Faculty member's obligation to complete any contractual obligations that form a part of an SRC or Service project to which the Faculty member was obligated prior to requesting a reduced workload; and,
 7. it is understood that the University reserves the right to limit the number of Faculty members on reduced workload at any one time to not more than ten percent of the total number of Faculty and to limit the number of Faculty members on a fifty percent reduced workload in a given Department/School to not more than ten per cent of the total number of Faculty members of the Department/School.
- B. In order to facilitate gradual retirement, for Tenured Faculty members whose age plus years of Ryerson service equals 80 or more:
1. the provision of A. 4. above shall not apply; and,
 2. the University shall make every reasonable effort to accommodate such Faculty members who request a fifty per cent workload reduction with all of the work done in one specified semester. Where the number of applicants for such a reduced workload exceeds the departmental limit in A. 7. above, those applicants with the highest total of age and years of Ryerson service shall be granted the workload reduction.
- C. Notwithstanding section A. 2. above, the University 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 A. above.
- D.
1. During the period(s) of reduced workload/reduced salary, a Faculty member shall receive benefits coverage as if he/she were employed on a full workload/full salary basis, and he/she 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 the plan shall be provided on the basis of the reduced salary.
 2. Subject to applicable pension plan provisions, the Faculty member and the University 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

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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 Human Resources 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. In cases where the pension plan prohibits contributions on the basis of the full normal salary, the University will pay the Faculty member the balance of the contribution it would have otherwise have had to make.

10.18 THE ACADEMIC YEAR

- A. The academic year comprises three semesters, Fall (September through December), Winter (January through April) and Spring/Summer (May through August) although it is recognized that the end of one term and the beginning of the next may overlap for certain academic and administrative reasons.
- B. It is recognized that the three components of the academic duties and responsibilities described in 10.11 A. above will generally be distributed unevenly across the three terms depending on such factors as when the Faculty member is assigned to do his/her teaching, whether his/her focus of emphasis is on Teaching or SRC duties, the balance among Teaching and SRC duties, the amount of administrative responsibilities involved in the service component, etc.

ARTICLE 11

ACADEMIC FREEDOM

- 11.1 In addition to their legal rights as citizens, Faculty members and Professional Librarians have the right to academic freedom.
- 11.2 Academic freedom is the right to search for truth, knowledge and understanding and to express freely what one believes.
- 11.3 The University as an institution and the community of its scholars have a duty to protect and defend the search for knowledge and understanding by all who inquire, teach, offer professional library service and learn under their auspices. They shall be free to teach, to carry out scholarly research and creative activities and to publish the results thereof, and to discuss and to criticize both the University and the wider society it serves.
- 11.4 Furthermore, Faculty members and Professional Librarians are entitled, regardless of prescribed doctrine, to freedom.
- A. to practise their professions of teacher and scholar;
 - B. in their teaching and SRC duties and publishing the results thereof;
 - C. to select, acquire, disseminate, or use documents in the exercise of their professional responsibilities;
 - D. to criticize the University and the Association; and,
 - E. from censorship by the University in these areas.
- 11.5 In exercising such freedom, there is a responsibility to adhere to the law and to respect the academic freedom of all others who enjoy academic freedom.
- 11.6 The censorship of information is inimical to the free pursuit of knowledge. The collection, organization, and dissemination of knowledge will be done freely and without bias in support of the teaching, SRC and study needs of the University community. The parties agree that no censorship based on moral, religious or political values shall be exercised or allowed against any material which an individual from either Party desires to be placed in the library collections of the University.
- 11.7 Academic freedom does not require neutrality on the part of the individual. Neither does it confer legal immunity nor diminish the obligation of individuals to meet their duties and responsibilities.

ARTICLE 12

BENEFITS

12.1 MEDICAL AND HOSPITAL INSURANCE

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

- A. Current standard hospital and medical coverage.
- B. Extended health care to include deductible of \$25 & \$25, eye care/hearing aid package, and semi-private and private hospital coverage.

12.2 VISION CARE

Effective January 1, 1995 through to December 31, 1996 and every two year period thereafter, members are entitled to claim up to a maximum of \$250.00 for lenses and frames for eyeglasses and up to \$250.00 for contact lenses.

12.3 GROUP LIFE INSURANCE

- A. 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 SunLife Group Life Policy 50580-G with the SunLife 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.
- B. 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 SunLife Group Policy 25180 with the SunLife 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.

12.4 PENSION PLAN

Holders of Ontario teaching certificates who joined Ryerson as Faculty members prior to September 1, 1984 are required to contribute to the Ontario Teachers' Pension Plan. 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 to the Ryerson Retirement Pension Plan at the present time is 8 per cent of regular salary. The member's contribution to the Ontario Teachers' Pension Plan will, effective September 1, 1984, be 8.9 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.

12.5 SALARY CONTINUATION AND DISABILITY PROTECTION

- A. On or before September 1, 1969, each Faculty member of the University was requested to indicate in writing by October 1, 1969, whether he/she wished:
1. to continue to participate in the Sick Leave Credit and Gratuity Plan, as described in Appendix A (Cumulative And Sick Leave Credits And Retirement Gratuities); or
 2. 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 (Salary Continuation and Disability Protection Plan).
- B. Any eligible Faculty member who failed to indicate his/her choice by October 1, 1969, was deemed to have chosen to continue his/her 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 G. of Appendix B (Salary Continuation and Disability Protection Plan).
- C. 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 (Salary Continuation and Disability Protection Plan).

12.6 TRAVEL INSURANCE

In accordance with current University 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 University business at no cost to the Faculty member.

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12.7 DENTAL INSURANCE

The Board assumes 100 percent of the premium cost of a Dental Plan as detailed in the SunLife Policy 25180 with the SunLife 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.

12.8 TUITION WAIVER

All Faculty members shall be entitled to free tuition for themselves, their spouses, and their dependents for courses offered by the University in accordance with Appendix F (Waiver of Tuition for Faculty and Dependents) attached hereto.

12.9 BENEFITS FOR RETIRED RFA MEMBERS OVER 65

RFA members retiring at or after age 65 after July 1, 1985 will be eligible to participate in a modified benefit package by reimbursing the University for the premiums paid on their behalf.

12.10 BENEFITS FOR RETIRED RFA MEMBERS UNDER 65

The Board will for those RFA members who, after June 30, 1986 retire prior to age 65, assume the cost of premiums until age 65 for the benefits described in 12.1 and 12.7 of this Article, and for group life insurance as follows:

<u>Age</u>	<u>Percentage of Pre-Retirement Coverage</u>
55-59	80%
60	70%
61	70%
62	60%
63	50%
64	40%
65	nil

At age 65, the Faculty member may elect the provisions of 12.9 above.

ARTICLE 13

SALARIES, INCREMENTS AND ALLOWANCES

13.1 SALARIES

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

STEP	PROFESSOR	ASSOCIATE PROFESSOR	LTF, LECTURER, ASSISTANT PROFESSOR
0	43,947.00	38,563.00	32,800.00
1	46,187.00	40,358.00	34,974.00
2	48,427.00	42,152.00	36,769.00
3	50,679.00	43,947.00	38,563.00
4	52,919.00	46,187.00	40,358.00
5	55,159.00	48,427.00	42,152.00
6	57,399.00	50,679.00	43,947.00
7	59,639.00	52,919.00	46,187.00
8	61,879.00	55,159.00	48,427.00
9	64,577.00	57,399.00	50,679.00
10	65,577.00	59,639.00	52,919.00
11	66,577.00	61,879.00	55,159.00
12	67,577.00	64,577.00	57,399.00
13	68,577.00	65,577.00	
14	69,577.00	66,577.00	
15	70,577.00	67,577.00	
16	71,577.00	68,577.00	
17	72,646.00	69,577.00	
18	73,646.00	70,577.00	
19	74,646.00	71,577.00	
A	75,646.00		
B	76,646.00		
C	77,646.00		
D	78,646.00		
E	79,646.00		
F	80,646.00		
G	81,646.00		
H	82,646.00		
I	83,646.00		

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with starting salaries being determined by:

A. Rank

The minimum starting salary for each rank shall be as follows:

- | | | |
|----|---|-----------|
| 1. | Limited Term Faculty/Lecturer
/Assistant Professor | \$32,800; |
| 2. | Associate Professor | \$38,563; |
| 3. | Professor | \$43,947. |

B. Experience

1. An allowance of one increment may be made for each year of experience acceptable to the Board to a maximum of eight increments.
2. If the Dean and either the Vice President, Faculty and Staff Affairs or his/her designate 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.

13.2 ANNUAL INCREMENTS - MODE I

The Board will pay each Faculty member appointed before January 1, 1992, as follows:

- A. Faculty members will be awarded one increment annually for satisfactory service up to the maximum of step 19 except that:

after one year at step 9 the next position will be step 11,
after one year at step 11 the next position will be step 13,
after one year at step 13 the next position will be step 15,

- B. 1. Thereafter, an additional increment of \$1000.00 shall be awarded on the Faculty member's anniversary date every five years provided the Faculty member's service has been satisfactory since receiving the previous increment.
2. Alternatively, such a member of Faculty may choose to apply for increments following the same procedure and meeting the same standards described in 13.3 below. An increment earned under Article 13.2 B. 2. (Salaries, Increments and Allowances) shall not preclude a subsequent increment of

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\$1000.00 five years later for satisfactory service.

- C. The Board reserves the right in the case of infractions of Article 7.3 (Obligations) less serious than to warrant dismissal, and after adequate warning, to deny an increment to a Faculty member, giving him/her reasons in writing.
- D. Faculty members will remain on the Professor salary scale until retirement.
- E.
 1. Changes to the provisions of Article 13.2 B. through E. (Salaries, Increments and Allowances) inclusive of this Article require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992, and still working under the provisions of Mode I of Article 10 (Workload).
 2. Changes to the provisions of Article 13.2 (Salaries, Increments and Allowances) cannot be made as a result of arbitration.
 3. The provisions of Article 13.2 (Salaries, Increments and Allowances) form part of this Agreement until all Faculty members hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 13 (Salaries, Increments and Allowances), whichever comes first.

13.3 ANNUAL INCREMENTS - MODE II

The Board will pay each Faculty member appointed after December 31, 1991, and each Faculty member referred to in 13.2 immediately above who has elected the option referred to in 10.9 B. and C. of Mode I of Article 10 (Workload) one increment annually for good service as follows:

- A. The Dean shall convene the FPC annually in the winter term to consider applications for increments as described below.
- B. Faculty members who wish to be considered for an increment shall submit an application to the FPC no later than February 1.
- C. The FPC shall evaluate the merits of the application. It shall make a recommendation, no later than May 15, to the Dean of no increase, one increment or two increments up to but not to exceed the maximum for a Faculty member's rank.
- D. Within two weeks, the Dean shall communicate his/her decision in writing with respect to the recommendation of the FPC. A favourable decision shall be implemented on the Faculty member's next anniversary date.
- E. The provisions of Article 9.2 and 9.3 (Appeals) notwithstanding, within thirty working days of receipt of the Dean's written decision, the Faculty member may appeal this decision using the procedure described in Article 9.4 (Appeals). The result of this

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procedure is not arbitrable.

- F. The Board reserves the right in cases of infractions of Article 7.4 (Obligations) less serious than to warrant dismissal, and after adequate warning, to deny an increment to a Faculty member not at the maximum of his/her rank's salary scale, giving him/her reasons in writing. The Board may also deny an increment to a Faculty member for service which, while adequate, falls below the standards associated with good performance at the individual's rank, again providing reasons in writing for the denial.

13.4 SPECIAL ALLOWANCES

- A. If a Faculty member accepts an appointment by the Board to perform supervisory, administrative or coordinating duties, he/she will receive extra remuneration and/or a reduced teaching or SRC 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.

13.5 PROFESSORS OF DISTINCTION

A Professor of Distinction may from time to time be engaged by the Board for certain defined periods at a salary negotiated outside the salary schedule. Such an appointment is not to be deemed to be a part of the 72 per cent minimum on appointments to the Tenure Stream Faculty required in Article 4.3 B. (Staffing).

13.6 TERMS AND CONDITIONS OF STARTING SALARY AVAILABLE TO RYERSON FACULTY ASSOCIATION

The terms and conditions of each starting salary determined under section 13.1 B. 2., 13.4, and 13.5 immediately above will be available to the Association.

13.7 COST OF LIVING ADJUSTMENT

- A. The salary rates set forth in paragraph 1 of Article 13 (Salaries, Increments and Allowances) of the Agreement in force on June 30, 1992, and in Article 15, were adjusted effective July 1, 1992, to reflect the approximate percentage increase in the Statistics Canada Consumer Price Index for Toronto from July 1991 to June 30, 1992.
- B. All calculations of adjustments effective July 1, 1992, were based approximately on the Toronto Consumer Price Index from July to July data as these became first available from Statistics Canada. Any subsequent corrections of these data by Statistics Canada shall not result in a recalculation of any adjustments.

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13.8 PAY DAY

The salaries set forth in the schedule in 13.1 above shall be paid in monthly instalments on the fifteenth day of each month. Should the fifteenth of the month fall on a weekend or a holiday, the salary due shall be paid not later than on the first preceding working day.

ARTICLE 14

PERFORMANCE AND CONDUCT FILE

- 14.1 The University shall maintain one central and accessible confidential performance and conduct file (P.C.F.) for each Faculty member
- 14.2 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.
- 14.3 No material from anonymous sources shall be placed in the P.C.F.
- 14.4 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.
- 14.5
- A. Under no circumstances shall the P.C.F. be removed from its central location by the Faculty member.
 - B. The President, Vice President Academic, Vice President, Faculty and Staff Affairs or his/her designate, Dean, and Chair and any other designed 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/her P.C.F., provided that:
 - 1. reasonable notice is given;
 - 2. access is during normal office hours;
 - 3. there shall be no undue interference with the normal routine of the University; and,
 - 4. there shall be a responsible official present.
- 14.6
- A. Should the Faculty member dispute the accuracy or completeness of any enclosure, the University 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 University 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.
- 14.7 The Faculty member shall have the right to make additions or responses to the enclosures in his/her P.C.F. as he/she shall deem necessary and appropriate.
 - 14.8 At the request of a Faculty member, the University will provide one free copy of any one or all enclosure(s).
 - 14.9 Except in cases involving gross misconduct, disciplinary action against a Faculty member shall use no documentary evidence other than that included in his/her P.C.F.

ARTICLE 15

PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS

15.1 TERMS AND CONDITIONS OF EMPLOYMENT

Except where otherwise specified in this Agreement, the terms and conditions of employment for Professional Counsellors and Professional Librarians shall be those in effect for these groups in the University as of June 30, 1982.

15.2 SALARIES, INCREMENTS AND ALLOWANCES

A. Salaries

Salaries will be paid to Professional Counsellors and Professional Librarians in accordance with the following salary schedule:

Effective July 1, 1991

minimum	\$40,218.47
step 1	42,040.22
step 2	43,945.39
step 3	45,935.45
step 4	48,016.38
step 5	50,191.18
step 6	52,465.74
step 7	54,841.60
step 8	57,326.21
step 9	59,924.04
step 10	62,638.04
step 11	65,392.27
step 12	68,269.52
step 13	68,569.52
step 14	68,869.52
step 15	69,169.52
step 16	69,469.52

B. Annual Increments

A Professional Counsellor's and a Professional Librarian's salary will be increased by one step annually up to the maximum for satisfactory service. Those hired after June 30, 1984 will be eligible for their annual increments on their employment anniversary date; those on staff prior to July 1, 1984 will be eligible on July 1st of each year. The Board reserves the right to deny this annual increment, giving reasons in writing, when service has been unsatisfactory.

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C. Special Allowance

The Board may pay extra remuneration to a Professional Counsellor or Professional Librarian who has been appointed to perform additional supervisory or administrative duties.

15.3 PROBATIONARY PERIOD

The Probationary period for Professional Librarians and Professional Counsellors shall be one year.

15.4 VACATION FOR PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS

Professional Counsellors and Professional Librarians shall be entitled to the same vacation leave per year as of January 1, 1990 of one and two-thirds days of vacation leave per month.

15.5 PROFESSIONAL DEVELOPMENT TIME

At the discretion of the appropriate Director, Professional Librarians and Professional Counsellors will be given a maximum of ten working days of time off for approved professional development activities.

15.6 APPEALS

Professional Counsellors and Professional Librarians are entitled to the rights of appeal set out in Article 9 (Appeals).

15.7 BENEFITS

The benefits applicable to Professional Counsellors and Professional Librarians as of July 1, 1984 shall be the same as those specified for Faculty members in Article 12 (Benefits).

15.8 HUMAN RESOURCES REDUCTIONS

- A. The first duty of the University is to ensure that academic priorities remain paramount. When faced with financial constraints, Human Resources reductions would be a measure of last resort in solving budget difficulties.
- B. In what follows below and in Appendix E-2 (Re-Employment Program (Professional Counsellors and Professional Librarians)), the word "or" in the term "Professional Counsellors or Professional Librarians" is to be understood disjunctively.
- C. Should a reduction in the number of Professional Counsellors or Professional Librarians be necessary for any reason, the University will utilize where possible normal retirement, voluntary early retirements, voluntary reduced workloads, and

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unpaid leaves of absence to ameliorate the effects of redundancy.

- D. The need to reduce the number of Professional Counsellors and Professional Librarians on staff shall be identified by the Vice President, Faculty and Staff Affairs or his/her designate in consultation with the Vice President, Academic and the Chief Librarian or with the Director of Student Services and the Director of the Centre for Student Development and Counselling (hereinafter referred to as the Director).
- E. Once confirmed by the Vice President, Faculty and Staff Affairs or his/her designate, the need to reduce the number of Professional Counsellors or Professional Librarians shall be communicated in writing to the President of the Association. The Vice President, Faculty and Staff Affairs or his/her designate and the President of the Association together will review the formal academic qualifications of all Professional Counsellors and/or Professional Librarians with a view to determining whether there are any who hold academic qualifications and have had the professional experience required by any academic Department/School in the University.
1. Professional Counsellors or Professional Librarians with such qualifications and experience shall be consulted as to their willingness to be assigned to a teaching workload in the relevant Department/School. Such willingness shall not entail any loss of relative seniority in the library or counselling centre should a transfer assignment be arranged.
 2. If one or more Professional Counsellor or Professional Librarian expresses interest in assignment to an academic Department/School, the Vice President, Faculty and Staff Affairs or his/her designate and the President of the Association shall seek a meeting with the appropriate Dean(s) and Chair(s) to ascertain whether there is available a suitable teaching load. If such work is available, the DAC(s) shall assess the qualifications and experience of the Professional Counsellor(s) or Professional Librarian(s) for the available load and interview the Professional Counsellor(s) or Professional Librarian(s). The DAC(s) will recommend to the Dean that an acceptable and willing Professional Counsellor or Professional Librarian be assigned to the teaching load identified. If this teaching load is a full workload and is judged to be available for three or more years, the Professional Counsellor or Professional Librarian so assigned shall be deemed a Probationary Faculty member in the Department/School and the provisions described in Article 4.4 H. (Staffing) shall be followed with the understanding that should the decision of the Dean concerning transfer be unfavourable the candidate shall return to the library or counselling centre at the end of the term during which the decision was rendered.

Should the receiving Department/School at some future date be faced with a redundancy situation (see Article 4.12) (Staffing), the aforementioned Professional Counsellor's or Professional Librarian's seniority within the receiving Department/School shall be interpreted as commencing from the

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date on which he/she assumed the full teaching load. Should the result be the identification of the Professional Counsellor or Professional Librarian as redundant within the receiving department then he/she will be transferred back to the library or counselling centre with a seniority equal to his/her original seniority plus the additional amount developed within the receiving Department/School.

- F. If the provisions of clause D. above are not successful:
1. Professional Counsellors or Professional Librarians who may be considered for lay-off shall be those with lesser seniority and the total number under consideration shall not exceed twice the number of redundant positions.
 2. The Chief Librarian and the Vice President, Academic will determine on the basis solely of seniority and ability which Professional Librarians are to be laid off and will so recommend to the Vice President, Faculty and Staff Affairs or his/her designate. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be followed:
 - a) performance as a Professional Librarian
 - b) professional self-development
 - c) contribution to the library environment

In the case of Professional Counsellors, the Director of Student Services and the Director will determine on the basis solely of seniority and ability which Professional Counsellors are to be laid off and will so recommend to the Vice President, Faculty and Staff Affairs or his/her designate. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be followed:

 - a) performance as a Professional Counsellor
 - b) professional self-development
 - c) contribution to the counselling centre environment
 3. If a Professional Counsellor or Professional Librarian who has expertise in an area of library or counselling specialization where no other Professional Counsellor or Professional Librarian has or can acquire within a reasonable time such expertise, then such a Professional Counsellor or Professional Librarian may not be considered for layoff. A written rationale for such a situation shall be reported to the Library/Counselling Redundancy Review Committee (LCRRC) - see 4. immediately below.
 4. As soon as a proposed library or counselling centre redundancy list is completed, it will be reviewed by the LCRRC consisting of three members of the Association: an appointee of the Vice President, Faculty and Staff Affairs or his/her designate, an appointee of the Association Executive and a mutually acceptable third appointee as chair. It is understood that neither the

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Chief Librarian or the Director nor a Professional Counsellor or Professional Librarian referred to in E. 2. above can serve on the LCRRC.

The LCRRC will establish its own procedures and will review the recommendations of the Chief Librarian and Vice President, Academic or the Director of Student Services and the Director, as the case may be, referred to in E. 2. above. On completion of the review, the LCRRC will issue a confidential report to the Vice President, Faculty and Staff Affairs or his/her designate with copies to the President, the Association President, the Vice President, Academic or the Director of Student Services and the Chief Librarian or the Director.

5. After due consideration of the LCRRC report, the Vice President, Faculty and Staff Affairs or his/her designate will notify the Chief Librarian or Director of his/her decision. Within ten days of receipt from the Vice President, Faculty and Staff Affairs or his/her designate of a written decision to proceed with the lay-off(s), the Chief Librarian or the Director will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Professional Counsellor(s) or Professional Librarian(s) of his/her (their) lay-off status and the options open to such Professional Counsellor(s) or Professional Librarian(s). In all cases the lay-off date shall be the immediately next January 1 or July 1 following the six months' notice from the Chief Librarian or the Director.
- G. From the date of notice to the date of lay-off, the Professional Counsellor or Professional Librarian shall retain his/her status as a Professional Counsellor or Professional Librarian unless a voluntary separation agreement has been arranged. On the separation date:
1. he/she will receive a separation allowance equal to one-half month's salary per year of service to a maximum of six months' salary;
 2. he/she will waive all rights of participation in the Professional Counsellor/Professional Librarian Re-employment Service; and,
 3. he/she will retain his/her right of recall (see H. below) and his/her right of Appeal (see Article 9) (Appeals) with respect to recall.
- H. If the Professional Counsellor or Professional Librarian has not exercised the right of voluntary separation (G. above) by the layoff date, or in the case of an appeal extending beyond the lay-off date, within seven days of the confirmation of the lay-off, then on the appropriate date he/she shall either:
1. accept employment separation in accordance with paragraph G. above, or
 2. enter the Professional Counsellor /Professional Librarian Re-employment Service described in Appendix E-2 (Re-Employment program (Professional

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Counsellors and Professional Librarians)).

- I. Within three years of being laid off, the Professional Counsellor or Professional Librarian shall be offered by registered mail the first available Professional Counsellor or Professional Librarian appointment for which he/she is qualified. Where more than one Professional Counsellor or Professional Librarian has been laid-off, offers shall be made to laid-off Professional Counsellors or Professional Librarians in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the laid-off Professional Counsellor or Professional Librarian to fulfil any current employment obligations. An offer made to a laid-off Professional Counsellor or Professional Librarian under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph.
- J. Within three years of the date of lay-off, a Professional Counsellor or Professional Librarian who has been laid off may apply in writing to the Chair of a Department/School for which he/she feels qualified for an appointment to the Probationary Faculty to be notified by registered mail of all Probationary teaching positions which become available and which have not be filled by Faculty entitled to these positions under the provisions of Article 4.12 I (Staffing). The Professional Counsellor or Professional Librarian, should he/she apply for such a position within twenty-one days of the mailing date, shall be interviewed by the appropriate DAC for the available position. This interview shall take place before any general advertisement of the position(s) is/are undertaken.
- K. Within three years of the date of lay-off, a Professional Counsellor or Professional Librarian who has been laid-off may apply in writing to the Director of Human Resources to be notified of any support position vacancy for which he/she is qualified, or could become qualified within twelve months on the job. Should he/she apply for such a position, he/she will be subject to the usual hiring practices of the University, and he/she will be considered along with other internal candidates for the position and in accordance with any other relevant collective agreement, having due regard to the promotion expectations of others within the department, but before outside advertisement is undertaken. Should he/she be accepted in the position, his/her salary would be within the salary range provided by the appropriate collective agreement or, in the absence of such an agreement, within the position's salary range at a level normal for position incumbents having Ryerson Service equal to that of the laid-off Professional Counsellor or Professional Librarian.

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15.9 DISCLAIMER

No provisions of this Agreement, other than those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 6.5 A. (Leaves of Absence), 16 (Professional Development Fund), Appendix E-2 (Re-Employment Program (Professional Counsellors and Professional Librarians)), and Early Retirement Incentive Program, shall apply to Professional Counsellors and Professional Librarians.

ARTICLE 16

PROFESSIONAL DEVELOPMENT FUND

The Board shall establish a Professional Development Fund from which individual members of the Association shall be reimbursed up to \$100 annually for eligible expenses, with any unused portion being carried forward to the following year.

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 (Salary Continuation and Disability Protection). It is not available to Faculty members engaged on or after September 1, 1969.

- A. Each full-time Faculty member of the University 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.
 - 1. 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/she will be paid an amount computed by multiplying half of the number of days of his/her sick leave credits by the annual salary to which he/she was entitled on the date of his/her leaving and dividing the product by 365; but the sum will not exceed half of his/her annual salary at the time of leaving.

 - 2. 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/her full sick leave benefits, as computed in B. 1. of this Appendix, will be paid to his/her estate.

- D. The Board will have a register kept, showing for each Faculty member his/her accumulated balance of sick leave credits. Once a year, each Faculty member shall be notified of his/her 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 University 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.

- A. The University will bear the entire cost of the S.C.D.P. Plan.
- B. During any period of total disability due to sickness or accident, the University 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 University his/her 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.
- C. During any period of total disability due to sickness or accident, the University will continue to pay the premiums for medical and hospital insurance, S.C.D.P. Plan, and Dental Plan.
- D. In the case of a Faculty member of the S.C.D.P. Plan who is absent during his/her regular academic session because of a continuous total disability due to sickness or accident lasting more than 66 working days:
 - 1. his regular monthly salary will be paid by the University for a period spanning the first 66 working days of total disability; and
 - 2. thereafter, his/her salary shall cease and a monthly benefit shall be paid by an outside insurer up to 80 per cent of his/her 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.
 - 3. While he/she is receiving monthly benefits from the outside insurer as per 2. above, the University will pay the Faculty member's contribution to the appropriate pension plan in addition to the University's matching contribution.
 - 4. Upon his/her return to work, the benefit provided in 2. above will cease and his/her regular salary from the University will be resumed.

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5. Should there be a recurrence of the same or causally related total disability within six months of his/her return to work, his/her 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 work after a previous total disability, is not a recurrence of the same or causally related sickness or disability for the purposes of this section 5.
 6. If, in the opinion of University 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/her office, his/her rejoining salary may be increased one or more increments beyond his/her salary level at the commencement of his/her total disability.
 7. If, in the opinion of University officials, a member of the S.C.D.P. Plan has a residual disability which precludes his/her resumption of teaching duties, every effort will be made to find suitable employment for him/her within the University.
- E. As used in this plan, "total disability" means substantially the following: the complete inability to perform any and every duty of his/her regular occupation during the first three years of disability; thereafter he/she is considered disabled if unable to engage in any substantially gainful occupation for which he/she is qualified by reason of education, training or experience.
- F. 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/she is entitled to a gratuity of up to 55 percent of his/her regular annual salary computed at date of withdrawal of gratuity as follows:

$$\begin{array}{r}
 \text{Number of days} \\
 \text{of Sick Leave Credit} \\
 \text{(Maximum 365)}
 \end{array}
 \times \frac{55}{100} \times \frac{\text{Regular Annual Salary} \\
 \text{at Date of Withdrawal,} \\
 \text{Separation, Retirement} \\
 \text{or Death}}{365}$$

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.

- G. 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:
1. The applicant must provide evidence of insurability acceptable to the insurer.
 2. 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 University.

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- 3. 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.
- 4. Any such Faculty member who, at the date of acceptance into the S.C.D.P. Plan, had been continuously employed by the University since March 31, 1964, or for ten years or more, would be entitled to a gratuity of up to 50 percent of his/her 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 100	Regular Annual Salary at Date of Withdrawal, Separation, Retirement <u>or Death</u> 365
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- 5. The gratuity will be paid in whole or in part as requested within three months of receipt of a written request.

APPENDIX C

MATERNITY AND ADOPTION LEAVE

A. PREGNANCY LEAVE AND SUPPLEMENTAL UNEMPLOYMENT BENEFIT

1. Female members of the Association shall be entitled to pregnancy leave as from time to time provided for in the Ontario Employment Standards Act. These entitlements shall be deemed to be entitlements under this Agreement. Furthermore, during pregnancy leave the University shall pay 93% of the employee's salary minus any payments to which the employee is entitled under the Unemployment Insurance Act as outlined below:

2. Pregnancy Leave Benefit Level

It is understood that, for the duration of the pregnancy leave which will not exceed 17 weeks, the combined weekly level of Unemployment Insurance benefit, SUB payments and other earnings will not exceed 93% of the member's normal weekly earnings.

For the first 2 weeks of the leave, the employee shall receive 93% of her salary from the University.

For the next 15 weeks she shall receive payment(s) equal to the difference between the sum of the weekly Unemployment Insurance benefits and any other earnings received by the employee and the 93% of the actual salary which she was receiving on the last day worked prior to the commencement of the maternity leave.

3. Application

The members of the Association must apply for and be in receipt of Unemployment Insurance benefits before the SUB payments become payable.

4. Non-Receipt of Unemployment Insurance Benefits

A member of the Association who is not in receipt of Unemployment Insurance benefits will not be eligible for SUB payments except if the member of the Association:

- a) has insufficient insured weeks to qualify for Unemployment Insurance benefits
- b) has exhausted her Unemployment Insurance benefits
- c) is serving the Unemployment Insurance waiting period.

Appendix C

5. Approval of SUB Plan

The implementation of the pregnancy leave provisions as mutually agreed to by the parties and reflected in the SUB Plan as outlined above, is subject to required approval by the applicable federal agencies.

6. The members do not have the right to SUB payments except for supplementation of Unemployment Insurance benefits for the unemployment period as specified in this article.

7. Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under this plan.

B. ADOPTION LEAVE

Adoption leave of a duration equal to pregnancy leave as established according to the provisions above, shall be granted to a member of the Association requesting it on the occasion of a legal adoption of a child, except that if both adopting parents are members of the Association only one of them shall be granted such paid leave.

The implementation of paid adoption leave provisions as mutually agreed to by the parties is subject to required approval by the applicable federal agencies with respect to the SUB portion of the Plan.

APPENDIX D

SCHOOL OF NURSING

TRANSFERRING NURSING FACULTY

In February, 1974, an addendum to the Agreement was agreed to by the Association and the Board. Copies are available for reference in the Nursing Department office, the office of the Secretary of the Board, and in the Association office.

APPENDIX E-1

FACULTY RE-EMPLOYMENT PROGRAM

- A. It is agreed that the University will establish and fund a Faculty re-employment program for redundant Faculty.
- B. A redundant Faculty member, who agrees to join the re-employment program, will be transferred from his/her normal Department/School 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/her regular Faculty status with the University.
- C. 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:
1. entitled to a monthly salary equal to his/her 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.
 2. entitled to receive benefit coverage as a regular Faculty member except that salary-related benefits shall be based on the salary as determined in 1. above.
 3. eligible for preferential consideration over external candidates and consistent with regular University hiring procedure for transfer to any open regular position in the University 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 4.12 I., J. and K. (Staffing), 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.
 4. expected to participate actively in seeking external re-employment through and with the assistance of available counselling and employment services both within the University and external to the University. Active participation may include formal education for a changed occupation; such formal education at the University would be tuition-free.
 5. expected to carry out occasional work assignments for which the individual is competent.
 6. entitled to his/her right of recall (Article 4.12 I. and J. (Staffing)) and his/her right of Appeal (Article 9)(Appeals).

Appendix E-1

- D. 1. A Faculty participant in the program may request separation from the program and the University at any time. In this case, the Faculty member will be entitled to a separation allowance equal to one-half of his/her monthly salary while on the program multiplied by the number of months remaining within the program.
- 2. In the case of an abbreviated program where the full entitlement is not utilized because of the limitation of C. 1., the Faculty member shall receive a separation allowance equal to one-half of the remainder of his/her entitlement under the Program.
- E. A redundant Faculty member who does not participate in the re-employment 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/her monthly salary on the lay-off date multiplied by the lesser of years of service as a Faculty member or twelve.
- F. The Faculty re-employment program will be administered under the direction of a President's committee composed of the Vice President, Faculty and Staff Affairs or his/her designate, one person appointed by the Association President, and one person appointed by the President.

APPENDIX E-2

RE-EMPLOYMENT PROGRAM **(PROFESSIONAL COUNSELLORS AND PROFESSIONAL LIBRARIANS)**

- A. It is agreed that the University will establish and fund a Professional Counsellor/Professional Librarian re-employment service (LCRS) for redundant Professional Counsellors and Professional Librarians.
- B. A redundant Professional Counsellor or Professional Librarian, who agrees to join the re-employment service, will be transferred from his/her 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 Professional Counsellor or Professional Librarian will retain his/her regular Professional Counsellor or Professional Librarian status with the University.
- C. The time period for LCRS program participation eligibility would be not less than one month and not more than twenty-four months. While participating in the program, the Professional Counsellor or Professional Librarian will be:
1. entitled to a monthly salary equal to his/her monthly salary on the lay-off date, multiplied by the lesser of years of service as a Professional Counsellor or Professional Librarian 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.
 2. entitled to receive benefit coverage as a regular Professional Counsellor or Professional Librarian except that salary-related benefits shall be based on the salary as determined in 1. above.
 3. eligible for preferential consideration over external candidates and will be considered along with other internal candidates, subject to the usual hiring practices of the University and in accordance with the terms and conditions of any other relevant collective agreement, for an open support staff position. However, should there be conflict with the provisions of I., J. or K. of Article 15.8 (Professional Librarians and Professional Counsellors), these latter provisions shall prevail. Salary shall be as envisaged in K. of Article 15.8 (Professional Counsellors and Professional Librarians).
 4. expected to participate actively in seeking external re-employment through and with the assistance of available counselling and employment services both within the University and external to the University. Active participation may include formal education for a changed occupation; such formal education at the University would be tuition free.
 5. expected to carry out occasional work assignments for which the individual is competent.

6. entitled to his/her right of recall (staff redundancy clause, 15.8 I. Professional Counsellors and Professional Librarians) and his/her right of appeal (Article 9 (Appeals)).
- D.
 1. A participant in the LCRS may request separation from the service and the University at any time. In this case, the Professional Counsellor or Professional Librarian will be entitled to a separation allowance equal to one-half of his/her monthly salary while on the LCRS multiplied by the number of months remaining within the LCRS program.
 2. In the case of an abbreviated LCRS program where the full entitlement is not utilized because of the limitation of C. 1. above, the Professional Counsellor or Professional Librarian shall receive a separation allowance equal to one-half of the remainder of his/her entitlement under the LCRS program.
 - E. A laid-off Professional Counsellor or Professional Librarian who does not participate in the LCRS 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/her monthly salary on the lay-off date multiplied by the lesser of years of service as a Professional Counsellor or Professional Librarian or twelve.
 - F. The LCRS program will be administered under the direction of a President's committee composed of the Vice President, Faculty and Staff Affairs or his/her designate, one person appointed by the Association President, and one person appointed by the President.

APPENDIX F

WAIVER OF TUITION FOR FACULTY AND DEPENDENTS

The Board agrees that any program/course/seminar tuition fee will be waived for eligible Ryerson Faculty members and their dependents, subject to the following conditions:

- A. Faculty means all Tenured and Probationary Faculty members as defined in the Agreement.
- B. Dependent means a spouse (including same sex spouse), child (natural, adopted or step) or other dependent recognized in law. A dependent child is eligible only until his/her twenty-fifth (25th) birthday.
- C. Waiver of tuition means that the portion of the University Fee designated for tuition, as defined by the University, will not be required to be paid. Faculty members and dependents will be expected to pay the non-tuition portion of the University Fee, and other applicable fees such as application, student union levies, late fees, lab fees, etc.
- D. Eligible Faculty members and dependents 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.
- E. Faculty members and dependents will not be counted in determining minimum numbers of registrants required to run a course/program/seminar.
- F. Contract education course 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 the member of the Association and dependents would preclude the attendance of a contract member.
- G. Open College and C.J.R.T. courses are excluded.
- H. This benefit shall continue in force while members of the Association are on leave, with or without salary, disabled and/or retired. Furthermore, in the case of an unpaid leave a refundable loan shall be repaid to the member of the Association on his/her return to active service. Failure to return shall result in forfeiture of the aforementioned loan.
- I. This benefit will be available to members of the Association who have retired and their dependents, and to dependents of members who have died in service.
- J. Where a child of a member of the Association was dependent at the time of the member's death in service or after retirement, that child is eligible for tuition waiver until his/her twenty-fifth (25th) birthday.

APPENDIX G

WORKLOAD CREDITS FOR PRACTICUM COURSES IN NURSING AND SOCIAL WORK

For Faculty members working under the provisions of Mode I of Article 10 (Workload).

SCHOOL OF NURSING

- A. Spring Teaching Assignments shall be counted as part of either the Fall semester teaching load or the Winter semester teaching load.
- B. Fully supervised hospital clinical sections shall be limited to 10 students (NCL 204, NCL 305, NSE 020).
- C. Community Practicum sections shall be limited to 14 students (NCL 306, NCL 407, NCL 408 - for Winter 1998 only, the section size for NCL 408 shall be 30 student, NCL 700, NCL 800, NSE 030, NSE 417).
- D. Preceptored block placement course sections and course sections which employ the work study mode shall be limited to 30 students (NSE 418, NCL 407, NSE 417, and NCL 700) and 40 students for NCL 800.
- E. Faculty members will be credited with 11 academic course hours and 30 all-inclusive aggregate workload hours for teaching a section of any of the following clinical or practicum courses:
 - NCL 203
 - NCL 204
 - NCL 305
 - NCL 306
 - NCL 407
 - NCL 408
 - NCL 700
 - NCL 800
 - NSE 020
 - NSE 030
 - NSE 417
 - NSE 418
- F. Any additional teaching assigned to a Faculty member who teaches 2 clinical or practicum sections in an academic year shall not involve more than 3 additional course preparations.
- G. By mutual agreement between the Director and the Faculty member, a year workload may consist of 2 hospital clinical sections of a maximum of 10 students in one semester and one hospital clinical section of a maximum of 10 students in the other semester.
- H. Unless agreed to by majority votes by the RFA members in the School of Nursing, the Executive of the Association and the Board, no proposals to alter any of the terms and conditions in section 1.1 of this Appendix may be made or considered before June 30, 1999.

Appendix G

Course	Ratio	F.T.C.	Effective Dates
NCL 203	1:10	0.3	Last offered Fall 1995
NCL 204	1:10	0.3	Last Offered Winter 1996
NCL 305	1:10	0.3	Last offered Fall 1996
NCL 306	1:14	0.3	Last offered Winter 1997
NCL 407	1:14	0.3	Last offered Fall 1997
NCL 408	1:14	0.3	Last offered Winter 1997
NCL 408	1:30	0.3	Offered Winter 1998 only
NCL 700	1:14	0.3	Continue
NCL 800	1:14	0.3	Continue
NSE 020	1:10	0.3	First offered Fall 1996
NSE 030	1:14	0.3	First offered Fall 1997
NSE 417	1:14	0.3	First offered Fall 1998
NSE 418	1:30	0.3	First offered Winter 1999

For the students taking the following courses in the work study mode, the ratios will be:

Course	Ratio	F.T.E.	Effective Dates
NCL 407	1:30	0.3	Spring 1995
NSE 417	1:30	0.3	Spring 1998
NCL 700	1:30	0.3	Spring 1995
NCL 800	1:40	0.3	Spring 1995

Appendix G

SCHOOL OF SOCIAL WORK

- A. 1. Except as noted in 2. below, each of the following practicum courses in the Social Work program shall carry an all-inclusive credit of the indicated number of workload hours per section:

<u>Course</u>	<u>Hours</u>	<u>Section Size Limit</u>
SWP 027	11.75	24
SWP 037	23.5	24
SWP 048/049	26.5	12

2. The workload hours referred to in 1. above will be increased by 3.5 workload hours for the first practicum section taught in the program.
3. a) Faculty members who teach one section of a course listed in 1. above will have their availability for additional classroom teaching limited as follows: the maximum academic course hours will be 8, and the maximum student contact hours will be 270;
- b) Faculty members who teach two sections of the listed courses cannot be assigned any additional classroom teaching.
- B. If the section size limit for one of the practicum courses listed in 1. above is exceeded, the following adjustments will be made:
1. For each additional student in SWP 027 or SWP 037;
- a) additional credit of 1 workload hour,
- b) reduction of the maximum academic course hours available for other teaching by 1/3 hour,
- c) reduction of the maximum student contact hours available for other teaching by 11 1/4.
2. For each additional student in SWP 048/049;
- a) additional credit of 2 workload hours,
- b) reduction of the maximum academic course hours available for other teaching by 2/3 hour,

Appendix G

- c) reduction of the maximum student contact hours available for other teaching by 22 1/2.
- C.
- 1. Changes to Appendix G (Workload Credits for Practicum Courses in Nursing and Social Work) require negotiation and ratification by two-thirds of the Faculty members hired before January 1, 1992.
 - 2. Changes to Appendix G (Workload Credits for Practicum Courses in Nursing and Social Work) cannot be made as a result of arbitration.
 - 3. Appendix G (Workload Credits for Practicum Courses in Nursing and Social Work) forms part of this Agreement until all Faculty members in the Schools of Nursing and Social Work hired before January 1, 1992, have retired or are permanently under the provisions of Mode II of Article 10 (Workload), whichever comes first.

APPENDIX H

EARLY RETIREMENT INCENTIVE PROGRAM

In order to promote renewal through early retirement, the University will pay an early retirement allowance to eligible members of the Association who retire between July 1, 1991 and August 31, 1998 inclusive. To be eligible, a member must be in the age range from 55 to 64 inclusive at the time of retirement and must have a minimum of 15 years of Ryerson service on a career appointment. The amount of the early retirement allowance will depend on the member's age and length of Ryerson service as follows:

- A. A retiring member whose age is in the range from 55 to 60 years will have the choice of:
 - 1. an amount equal to the number of years of Ryerson service multiplied by 1.5% of his/her annual salary at the time of retirement, paid in a lump sum at the time of retirement; or
 - 2. an amount equal to the number of years of Ryerson service multiplied by 1.75% of his/her annual salary at the time of retirement, paid in three equal yearly instalments starting at the time of retirement.

- B. The early retirement allowance for a retiring member whose age is in the range from 61 to 64 years will be a percentage of the early retirement allowances calculated as in A. 1. or 2. above. This percentage is 80% at age 61, 60% at age 62, 40% at age 63, and 20% at age 64.

It is assumed that retirements will take place only on August 31 or December 31. If a member retires on any other date, his/her age at retirement for purposes of this Appendix will be his/her age on the first following August 31 or December 31.

- C. The provisions of this Appendix will continue until the Agreement amended for July 1, 1998, comes into force.

APPENDIX I FACULTY/COURSE EVALUATION

- A. The following Faculty/Course Evaluation Instrument was developed by a Joint Committee established by the Board and the Association which reached unanimous agreement as of January 15, 1993.

FACULTY / COURSE SURVEY

This survey is being used to obtain student opinion about teaching performance and course quality. Please read each statement carefully and record the response that most accurately matches your opinion.

1. The faculty member presents the course material in a well organized manner.	Agree a	Somewhat Agree b	Neutral Disagree c d	Somewhat Disagree e	Disagree Agree Disagree e
2. The faculty member deals fairly with the students in this course.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
3. The faculty member is available during posted office hours.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
4. The faculty member responds clearly to student questions.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
5. The faculty member demonstrates an enthusiasm for the course material.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
6. The faculty member treats the students with respect.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
7. Rate the level of the course material.	Elementary a	Somewhat Elementary b	Reasonable Disagree c	Somewhat Advanced d	Advanced e
8. Rate the amount of material in this course.	Light a	Somewhat Light b	Moderate Disagree c	Somewhat Heavy d	Heavy e
9. The tests and other evaluations in this course provide a good measure of student accomplishment.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e
10. Overall, the faculty member was effective.	Agree a	Somewhat Agree b	Neutral Disagree c	Somewhat Disagree d	Disagree e

11. Overall, the course was worthwhile.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
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B. PROCEDURES TO BE FOLLOWED IN OBTAINING STUDENT OPINION ABOUT TEACHING PERFORMANCE AND COURSE QUALITY.

The distribution and collection of the evaluative instrument is the responsibility of the Vice President (Academic) (Faculty and Staff Affairs).

The evaluation will be carried out in week 10, 11, or 12 of the semester. The date of the evaluation is to be given on the course outline distributed at the beginning of the semester.

The evaluation form should be contained on a scanner sheet designed for this purpose, with both questions and space for responses on the same single sheet.

The scanner sheet will be pre-coded with faculty member, course and section on the sheets.

Evaluation forms will be forwarded to the faculty member who will arrange for a student to distribute and collect the forms in the class. It is suggested that the faculty member leave the room during the time when students complete this questionnaire. The faculty member should not interfere with the administration of the evaluations.

All evaluation forms, including blanks, will be collected in class, placed in an envelope, and sealed with the signatures of the faculty member and the student written across the seal of the envelope.

Evaluation forms will be delivered to a central location designated by the Vice President (Academic) (Faculty and Staff Affairs). The person receiving the forms will sign for them upon receipt. Processing will be the responsibility of the Vice President.

A summary of the results for each section surveyed shall be prepared. The summary should show a frequency distribution for the responses to each of the questions. These summary results will be sent to the faculty member. Any other distribution of results will be in accordance with the collective agreement.

APPENDIX J

**FINAL REPORT OF THE JOINT COMMITTEE
ON PROMOTION CRITERIA**

A. PREAMBLE

The primary function of the university as a social institution is the creation, preservation, and dissemination of knowledge and of other intellectual values of culture through the transmission of these to successive generations. Moreover, the modern university is expected to provide intellectual leadership to society, to make major contributions to the advancement of knowledge or to the systematization of artistic and philosophical ideas, and to provide the fertile environment in which new knowledge, and new ideas may evolve.

In order that the university as an institution may accomplish its goals, faculty members must devote themselves to continuous self-education, constantly strive for integration of their knowledge and of their ideas, and make their knowledge accessible to others. Such effort is normally rewarded during the career of an academic by promotion through the various professorial ranks.

The institution of rank has become established in universities by a long chain of tradition and is usually reflective of scholarly effectiveness. It is appropriate that at Ryerson Polytechnic University the rank of a faculty member should reflect her/his stature as a teacher and scholar.

B. MANDATE

The Collective Agreement between the Ryerson Faculty Association and Ryerson Polytechnic University dated July 1, 1991 to June 30, 1994, through Memorandum of Understanding - 6 (Special Joint Committee), called for the establishment of this Joint Committee and called upon its members to "develop Institute wide criteria and procedures to be used by Faculty Promotion Committees in determining eligibility for promotion from Assistant Professor to Associate Professor and from Associate Professor to Professor." Further direction was given to the members of the Joint Committee in that Memorandum of Understanding, and that direction is reflected in this Report. This Report is the result of the collaboration between members representing both the University and the Association, and it also is a product of consultations with members of the academic community at Ryerson, particularly with those to whom these policies and procedures will apply.

C. APPLICABILITY

Given the language in place in the Collective Agreement, especially, though not only, that

found in Article 4.8 (Professorial Ranks) (Staffing), it is understood that the provisions in this Report apply only to those members of Faculty hired after 31 December 1991.

D. DEFINITIONS

Unless otherwise specified, terms used in this Report are utilized in the way envisioned in Article 1 (Definitions) of the Collective Agreement.

E. ASSUMPTIONS

In their deliberations, all members of the Joint Committee assumed that:

1. at the time of their initial appointment, those hired into the Tenure Stream at Ryerson Polytechnic University either held or soon would hold the appropriate academic and workplace credentials identified in the advertisement for their position, as designed and authored by the members of the Departmental Appointments Committee (DAC. and approved by the University;
2. any deficiencies in these credentials or requirements specified in letters of appointment were rectified during the probationary period and prior to the award of tenure;
3. the best way to determine the eligibility of an individual to progress through the professorial ranks is through a process which includes peer review that, while rooted in rigour and honesty, is fair and equitable to all candidates for promotion;
4. individuals hired into the Tenure Stream who continually demonstrate progress in their development as academic professionals should be able to progress through the professorial ranks, and that such promotion is subject only to meeting the expectations outlined below, and any restrictions contained in the Collective Agreement which have established a ceiling on the proportion of the Faculty members covered by this Report who may hold the rank of Professor. Within these restrictions, however, individual promotion decisions should not be influenced by preconceptions about a desirable pattern of rank distribution within a Department/School or even a Faculty.

F. GOALS OF THE MEMBERS OF THIS COMMITTEE

It was the intention of all members of the Joint Committee to develop criteria and procedures for promotion through the professorial ranks that met several important goals:

1. they would be fair and reasonable and free of any systemic biases;
2. they would be flexible enough to apply to all academic situations within Ryerson Polytechnic University and allow Faculties within the University to develop their own norms;
3. they would be compatible with existing structures and procedures at other Ontario post-secondary institutions with similar ranking structures.

G. DUTIES OF THE UNIVERSITY

In order that they may meet their responsibilities with respect to fulfilling the criteria and procedures outlined in this Report, Faculty members shall be provided with reasonable access to facilities and services by the University. The University agrees to provide all Faculty members covered by this Report with a copy of it as soon as it has been adopted and, hereafter, as soon as such Faculty members are hired into the Tenure Stream. Furthermore, upon reasonable notice, the Chair/Director of the Faculty member's Department/School must be prepared to explain the meaning of this Report to that individual.

H. CRITERIA TO BE USED IN EVALUATING APPLICATIONS FOR PROMOTION

As Ryerson changes to meet the requirements of its new full-university status, it remains a teaching-oriented, primarily-undergraduate institution. The priorities outlined below reflect both the normal expectations of academics seeking promotion through the ranks within the Ontario post-secondary context and the special place occupied by Ryerson within the university sector.

PRIORITY I

1. Teaching

Faculty members have an obligation to develop and maintain their scholarly competence and effectiveness as teachers within the area of their expertise. In this regard, Faculty are bound by the requirements outlined in Article 10.12 (Workload) of the Collective Agreement and any regulations on teaching duly approved by the recognized decision-making bodies of the University.

2. Scholarly, Research, and Creative Activity (SRC)

The expectations of Faculty members with regard to Scholarly, Research, and Creative (SRC) activities are outlined in Article 10.13 (Workload) of the Collective Agreement.

It is understood that the enumerated forms of SRC activity found therein are not necessarily of equal significance and are not necessarily to be given equal weight and application for each discipline when a Faculty member is being evaluated for a promotion. In such evaluations where the evidence does not rest on publications alone (broadly defined), other evidence of SRC activity as presented must be considered, but the burden of proof must rest upon the candidate.

PRIORITY II

3. Service Duties

Consistent with their teaching and SRC responsibilities, Faculty members shall contribute to the governance of the University through membership on appropriate bodies at the School/Department and broader University levels. Such duties are described in Article 10.14 A. (Workload) of the Collective Agreement.

PRIORITY III

4. Service to the Profession

Faculty members are encouraged to participate in the advancement of their professions through outside professional activities. These duties are discussed in Article 10.14 B. 1. (Workload) of the Collective Agreement.

5. Service to the Community

Faculty members are encouraged to offer services to the community. Such service is described in Article 10.14 B. 2. (Workload) of the Collective Agreement.

PRIORITY IV

6. Outside Professional Activities

Faculty members have the right to engage in other paid activities and to have those activities evaluated in applications for promotion. Such activities are described in Article 10.15 (Workload) of the Collective Agreement.

I. WEIGHTING OF CRITERIA

There is universal acknowledgement within the university community that the promotion of individual Faculty members should be based on their performance in three broad areas - Teaching, SRC activity, and Service and Other Professional Activities. The relative weightings for each of these elements has, however, often been the subject of some debate. Our choices for these weightings are presented as a set of "ranges" and are a reflection of the diverse nature of the Faculties within Ryerson and the range of Teaching and Research emphases that are permitted for individual Faculty members by the Collective Agreement. Applicants for promotion may select the weightings to be utilized in the assessment of their applications on the basis of the figures provided in the following table:

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Priority	For Faculty with a Teaching Emphasis	For Faculty with a Research Emphasis
Teaching:	at least 45%	at least 35%
SRC Activity:	at least 25%	at least 35%
Service and Other Professional Activities:	15 to 20%	15 to 20%

J. DEFINITION OF SRC ACTIVITIES

By 15 November 1994 the Dean of each Faculty must convene a meeting of her/his FPC for the purpose of jointly determining the meaning of SRC activities in that Faculty. In each case, these local norms must respect both the priorities outlined and the weighting ranges listed in H. and I. above. By 31 January 1995, the Dean must file with both the Vice President, Faculty and Staff Affairs and the Association a draft report outlining the policy on SRC activities for that Faculty. Copies of that draft report must be given to all Faculty members of that Faculty for review and consideration. By 31 March 1995, following the approval of the FPC, the Dean must file with both the Vice President, Faculty and Staff Affairs and the Association a final report outlining the policy on SRC activities for that Faculty. Copies of this final report must be given to all Faculty members covered by this Report and to all subsequent Tenure Stream appointees when they are hired.

K. COMPOSITION OF FACULTY PROMOTION COMMITTEES (FPCs)

1. The Faculty Promotion Committee (FPC) shall comprise all of the Faculty members elected to the DACs of a Faculty together with half that number (rounded down if there is an odd number) to be appointed by the Dean. Only Tenured Faculty members who are not applying for promotion in the given year may sit on an FPC. In making appointments to an FPC, a Dean is obliged to attempt to use her/his appointed positions to achieve an FPC which reflects, in terms of designated groups, the Ryerson community at large.
2. For the purpose of evaluating individual applications for promotion, sub-committees of the FPC shall be formulated by the Dean according to the following rules:
 - a) each sub-committee will be composed of five members, each of whom holds a rank superior to the applicant's;
 - b) the applicant has the right to name two members to the sub-committee from the pool of Faculty members within the FPC; the Dean shall supply a current list of FPC members and their ranks to the applicant on request;
 - c) once the applicant has nominated two members to the sub-committee, the

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Dean shall, by 15 October, appoint the three other members and inform the applicant, in writing, of the final composition of his/her FPC sub-committee. In making their appointments to FPC sub-committees, Deans must ensure that the makeup of such a committee conforms to the following provisions:

three members of each sub-committee must be drawn from the ranks of those Faculty members who have been elected to DACs; and

no more than three members and, normally, not less than one member of the sub-committee can be from an applicant's Department/School;

- d) members of the FPC sub-committee are bound by confidentiality in their deliberations and are prohibited from soliciting comments about applicants in ways not explicitly described in this Report, and members of the sub-committee who would not normally have access to an applicant's Performance and Conduct File shall not be granted access to that File;
- e) the members of the FPC sub-committee will meet by 31 October to elect a chair who will be charged with both the solicitation of the opinions of external referees (for those applicants seeking promotion to the rank of Professor) and the presentation of the sub-committee's recommendations to the Dean, and to select two members, each of whom will conduct an in-class evaluation of the candidate's teaching. Within three working days, the chair of the FPC sub-committee shall identify himself/herself and the names of the two teaching evaluators in writing to the applicant and the Dean.

L. ASSESSMENT OF A FACULTY MEMBER'S PERFORMANCE

1. When making an assessment, members of FPC sub-committees shall take into account the following factors:
 - a) the nature and scope of past and current teaching activities;
 - b) the nature and scope of past and ongoing SRC activities;
 - c) the nature and scope of the administrative, service and other responsibilities and activities of Faculty members;
 - d) the particular nature of Ryerson Polytechnic University;
 - e) external assessments, where applicable.
2. The assessment of a Faculty member's teaching performance shall be based on the following records for the period of time during which the applicant was at her/his current rank:

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- a) the results of course evaluations conducted according to the report of the Joint Committee Faculty/Course Evaluation which came into effect on 15 January 1993;
- b) each Faculty member's annual report, the specifications for which are described in Article 10.16 (Workload) of the Collective Agreement;
- c) the Faculty member's teaching dossier;

and

the reports of in-class teaching inspections conducted by two members of the FPC sub-committee and by the Chair/Director or other academic administrator of the applicant's Department/School before 1 December following the candidate's application for promotion. Copies of these inspection reports must be sent to all other members of the FPC sub-committee by 15 December.

- 3. It is the responsibility of Faculty members to maintain their teaching dossiers. For each course, the dossier must contain at least the following:
 - a) sufficient material to permit an understanding of: the contents of the course, the teaching/learning process, and the means of assessing the performance of the students;
 - b) any other material that the Faculty member deems relevant to her/his teaching role.
- 4. Should a Faculty member feel that a course evaluation result should be exempt from the approved assessment process, reasons for such an exemption should be addressed to the Vice-President, Faculty and Staff Affairs at the time when her/his application for promotion is submitted. The Vice-President, Faculty and Staff Affairs will communicate her/his decision on the request to the applicant, in writing and with reasons for any denial, within ten (10) working days, with a copy to the Dean.
- 5. Every FPC sub-committee shall put forward its recommendation or decision in written form, setting forth its findings and grounds for recommendation or decision in order that a Faculty member may know which factors were persuasive in a recommendation or decision.

M. PROMOTION PROCEDURES

- 1. The term "promotion" applies to advancement from the rank of Assistant Professor to

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Associate Professor and Associate Professor to Professor. In academic institutions, promotions through the professorial ranks are based on a peer review process that must be both rigorous and honest.

2. For promotion to the rank of Associate Professor a Faculty member normally must:
 - a) demonstrate overall good performance on the criteria used for evaluation, including the achievement of Good Performance Increments in at least half of the years spent at the applicant's current rank;
 - b) demonstrate clearly satisfactory performance in each of the teaching, SRC activities, and service categories. With respect to teaching performance, applicants for promotion should have been assessed as effective by the majority of students according to the responses to Question 10 of the approved Faculty Course Survey (Overall, the Faculty member was effective) on no fewer than (two-thirds) of such course-section surveys conducted for the applicant at her/his current rank prior to the date of this application for promotion;
 - c) hold tenure;
 - d) accumulate at least three (3) years of full-time experience at Ryerson.
3. For promotion to the rank of Professor, a Faculty member normally must:
 - a) meet and continue to meet all the requirements for promotion to the rank of Associate Professor as specified in 2. a) through c) above;
 - b) show evidence of significant contributions to SRC activity over a period of time, and be recognized in his/her scholarly or professional field. These achievements must be judged by three (3) external referees, who shall normally hold the rank of Professor in an academic institution, or be professionally-recognized authorities in the applicant's SRC field, and two (2) of these referees may be identified by the candidate; and
 - c) accumulate at least five (5) years of full-time experience at the rank of Associate Professor, at least three (3) of which are with tenure at Ryerson.
4. By 20 September of each year, the Dean shall post the names and ranks of the members of the FPC.
5. Faculty members shall apply for their own promotion. Applications shall be made on the prescribed application forms, copies of which are appended to this Report, and forwarded to the office of the applicant's Dean, together with copies of all necessary and relevant documentation. It shall be the responsibility of the Dean to produce

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copies of this material for members of the FPC sub-committee. Applicants are, however, expected to provide sufficient copies of the materials described in 7. f) below, which are to be sent to their external evaluators.

6. The application for promotion shall reach the Dean not later than 30 September, for decision in that Academic Year.
7. The following documents must be attached to the application for promotion and must be submitted at the time of application:
 - a) an updated curriculum vitae of the applicant;
 - b) single copies of all annual reports submitted by the applicant to her/his Chair/Director during the period since her/his award of tenure for those seeking promotion to the rank of Associate Professor, and since becoming an Associate Professor for those seeking promotion to the rank of Professor;
 - c) single copies of the SRC works the applicant wishes to have considered in the examination of the application, it being understood that the applicant may attach a clear and detailed description of these works when the works are such that their physical submission is not practical;
 - d) a statement describing the nature and extent of the Service and Other Professional Activities the applicant wishes to have considered in the examination of the application;
 - e) a copy of the applicant's teaching dossier as defined in L. 3. of this Report;
 - f) for applicants to the rank of Professor, three additional copies of both their curriculum vitae and their SRC works for transmission to their external assessors;
8. Candidates are also free to include with their application other materials to support their case for promotion, such as letters of reference/support from colleagues, students, their chair/director, and SRC collaborators.
9. The Dean shall ask each member of the FPC sub-committee for an independent written assessment, using an appropriate form designed for the purpose, of the candidate in terms of the relevant criteria for promotion. Each member of the FPC sub-committee has a responsibility to submit such an evaluation, and that evaluation shall be based solely on the material submitted by and for the applicant to the members of the FPC sub-committee. The reports from each member of the FPC sub-committee shall be forwarded to the Dean's Office not later than 15 January. As soon as the five reports have been received, they will be forwarded to the chair of the FPC sub-committee. A summary of the assessments shall be prepared by the chair of the FPC sub-committee for discussion by 31 January. The FPC sub-committee then shall

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meet to review this summary. After this review, the FPC sub-committee, through its chair, may make a written request to the candidate for promotion for clarification of any aspect of her/his application, such reply to be made in writing within five working days of the receipt of the request to do so. The FPC sub-committee, through its chair, then will make a recommendation to the Dean on the candidate's application for promotion.

The candidate's file along with the summary of the assessments and the recommendation of the FPC sub-committee shall be forwarded to the Dean by the chair of the committee by 28 February. In the case of a recommendation for denial of promotion, the reasons for that decision must also be conveyed in writing to the Dean.

10. For promotion to the rank of Professor, the members of the FPC sub-committee must consider the assessment of the applicant's SRC activity as judged by three (3) external referees and made in response to the questions presented in the Guidelines for External Referees as outlined in this Report. Two (2) of these referees may be identified by the candidate, if the candidate so requests. Additional external referees shall be appointed by the Dean after consultation with members of the candidate's Department/School. All external evaluations shall come to the FPC sub-committee chair, duly signed by the author.

Once the external assessment of the applicant's SRC activities is completed, the FPC sub-committee chair shall prepare summaries without identification of author of all solicited information from external referees or otherwise confidential information to the applicant.

In situations where all of the external assessors recommend against the promotion of the candidate to the rank of Professor, denial of the promotion shall be automatic unless promotion is recommended by the Vice President, Faculty and Staff Affairs.

11. The Dean will review the assessment and recommendation of the FPC sub-committee, along with the Performance and Conduct File (PCF), for each Faculty member who has applied for promotion. After this review, the Dean will, not later than 31 March, forward to the Vice President, Faculty and Staff Affairs the summary of assessments and recommendation of the FPC sub-committee (including the three in-class teaching evaluations and, for those seeking promotion to the rank of Professor, the summaries of the assessments by the external referees as described in 10. above) along with his/her recommendation. At the same time, the Dean will inform the candidate, in writing, of the FPC sub-committee's recommendation and his/her recommendation and of the reasons for such decisions, and provide to the candidate copies of the summary of assessments and recommendation of the FPC sub-committee (including the two in-class teaching evaluations and, for those seeking promotion to the rank of Professor, the summaries of the assessments by the external referees as described in 10. above).
12. The Vice President, Faculty and Staff Affairs will examine all recommendations and documentation to ensure that a reasonable and equitable standard for promotion is applied across the University, taking into account the differing patterns of activity which characterize each Faculty. If she/he concurs with the recommendation, it will be

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forwarded, as information, to the Board of Governors at its April meeting. At the same time, the Vice President, Faculty and Staff Affairs will inform the candidate, in writing, of his/her decision and of the reasons for that decision.

N. APPEALS OF UNFAVOURABLE PROMOTION DECISIONS

Denial of promotion by the Vice President, Faculty and Staff Affairs can be appealed by a Faculty member through the process outlined in Article 9 (Appeals) of the Collective Agreement. In such cases, the provisions of Article 9.4 (Appeals) shall come into effect, with an ad hoc Appeal Board formulated to pass final judgment on the application for promotion.

O. AUTOMATIC REVIEW OF THIS REPORT

In order to facilitate the smooth implementation of the recommendations contained in this report and to ensure the fairness of the criteria for promotion developed herein, the University and the Association agree to the following:

1. The establishment of a committee to jointly review and clarify all matters related to the application of M. 2. b) of this Report by 15 March 1996. Each party will nominate three people to this review Committee, which shall make its report to the Board and the Association by October 1, 1996. A majority decision of the members of this Joint Committee will be binding on both parties. If there is no majority decision by the reporting deadline, which can be extended by mutual agreement, each party will prepare a brief which will be submitted for final offer selection to a single arbitrator agreed to by both parties.
2. Furthermore, the University and the Association agree to Establish a new Joint Committee on Promotion Criteria during the 2000-01 Academic Year for the purposes of reviewing the progress made under the criteria and procedures outlined in this Report and recommending any changes to these as may have become necessary by that time. Each party will nominate three people to the new Joint Committee, and the Committee is to present its report by 15 May 2001. By mutual agreement, this Committee may be put into place at an earlier date. A majority decision of the members of this Joint Committee will be binding on both parties. If there is no majority decision by the reporting deadline, which can be extended by mutual agreement, each party will prepare a brief which will be submitted for final offer selection to a single arbitrator agreed to by both parties.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Toronto on

this _____ day of _____, 19____.

THE BOARD OF GOVERNORS OF RYERSON POLYTECHNIC UNIVERSITY

President

Secretary

THE RYERSON FACULTY ASSOCIATION

President

Secretary

MEMORANDUM OF UNDERSTANDING - 1

TEACHERS' PENSION PLAN

Whereas Faculty members and the Board have contributed on an equal basis to the pension plans, but

Whereas the current regulations of the Teachers' Pension Plan require Faculty members enrolled in that plan:

- A. to pay 0.9% more of their annual salary in premiums than those Faculty members enrolled in the Ryerson Retirement Pension Plan, and
- B. to pay premiums on certain other earnings on which no premiums would be payable under the Ryerson Retirement Pension Plan;

Therefore, the parties agree that, for the period July 1, 1994 to June 30, 1996 the Board will reimburse to those Faculty members enrolled in the Teachers' Pension Plan:

- A. an amount equivalent to 0.9% of their salary, and
- B. an amount equal to the premiums paid on other earnings which would not have been required under the Ryerson Retirement Pension Plan.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 2

ACADEMIC ASSISTANTS

- A. Faculty members in the performance of academic duties described in Article 10 (Workload) may be assisted by teaching assistants, graduate assistants, teaching fellows and research assistants or associates.
- B. Such assistants will be not appointed without the consent of the Faculty member and only after agreement signed by the Faculty member and the Chair/Director describing the duties to be assigned to the assistant. In every case this agreement will indicate that the assistant carries out his/her duties under the supervision of the Faculty member to whom the assistant is assigned and that the Faculty member retains academic responsibility and accountability for the duties carried out by the assistant.
- C. The total amount used to remunerate academic assistants may not exceed .65% of the salary and benefit cost of members of the Association for the 94/95 fiscal year and .70% of the salary and benefit cost of the Association for the fiscal 95/96 year. These amounts will be reported to the Association within 30 days of the end of the fiscal years.

MEMORANDUM OF UNDERSTANDING - 3

JOINT COMMITTEE ON SCHEDULING

To solve outstanding scheduling problems, the Board and the Association agree to establish a Joint Committee on Scheduling.

The Committee will consist of three appointees of the Association and three appointees of the Board, one of whom shall be the Registrar who will be the voting chair of the Committee.

This Memorandum of Understanding will continue until the Agreement amended for July 1, 1996, comes into force.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 4

SUBSTITUTE FOR LAST PAID LEAVE

In order to facilitate, for those who so wish, a choice of early retirement and/or increased pensionable earnings, the following option will be available until August 31, 1998:

A Faculty member may choose to forgo the final paid leave (sabbatical) prior to retirement and have the projected notional net cost to the University of that leave divided by five added to his/her salary during each of his/her last five years of employment, under the following conditions:

- A. the Faculty member will have accumulated, on or before his/her 64th birthday, at least sufficient service credit to be entitled to a twelve month leave at 60% of normal salary;
- B. the Faculty member and the Chair agree in writing as to which year the leave would be deemed to be taken;
- C. that such "notional" leave will be counted in the 15% departmental limit on paid leaves for the year referred to in B. immediately above except that special consideration will be given in the case of Departments/Schools with fewer than seven Tenure Stream Faculty members to ensure that Faculty members therein have full opportunity to exercise the option referred to herein;
- D. the Faculty member agrees in writing on a form to be provided by the Vice President, Faculty and Staff Affairs or his/her designate, as a condition of exercising this option, that any further or other entitlement to paid leave is null and void;
- E. the Faculty member will be responsible in each of the five years referred to above for the Board's pension plan contribution on that amount of his/her salary which exceeds the individual's normal full-time salary, such contribution deemed an integral part of the Faculty member's regular contributions to the pension fund;
- F. that should the Faculty member decide he/she wishes to take the leave instead of this arrangement he/she will do so, at a salary discounted by whatever amount (adjusted for inflation) already provided under the term of this memorandum, in the year designated in B. immediately above unless that be the Faculty member's last year of employment prior to normal retirement (in which case the leave must be taken no later than during the penultimate year of employment with an appropriate reduction in salary beyond that referred to earlier in this paragraph, if years of service since last leave so require); and,
- G. at the request of the Faculty member and mutatis mutandis, the half year paid leave provisions of Article 6.2 B. (Leaves of Absence) may be used in this manner.

Memorandum of Understanding - 4

The "projected notional net cost" is fixed at \$25,000.00 for July 1, 1992. This figure will be increased on July 1, 1994, and on July 1, 1996, by the average increase in the July over July CPI for Toronto over the preceding two years.

In the negotiations respecting the collective agreement to come into force on July 1, 1998, the Board will consider the feasibility of extending this provision beyond August 31, 1998.

This Memorandum of Understanding will continue in force until the Agreement amended for July 1, 1998, comes into force.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 5

JOINT COMMITTEE ON WORKLOAD IMPLEMENTATION PROBLEMS

The extensive changes made in the July 1, 1991, Agreement, especially in the area of promotion through the ranks and of academic workload, require the creation of a special Joint Committee on Workload Implementation Problems. This Joint Committee will deal with workload problems that emerge in the implementation of the provisions of Mode II of Article 10 (Workload).

The Board and the Association will be equally represented up to a maximum of three appointees each. It will be struck at the request of either party.

A majority decision of this Joint Committee will be binding on both parties. If there is no majority decision within six (6) months of its first meeting, each party will prepare a brief which will be submitted for final offer selection to a single arbitrator agreed to by both parties. This shall be no later than six (6) months after the Joint Committee reaches impasse. The foregoing notwithstanding, the two parties may, by mutual agreement, extend the six month deadline in special cases.

MEMORANDUM OF UNDERSTANDING - 6

CONTINUING PROVISIONS

The Board and Association understand and agree that there are provisions in the Agreement, its Appendices and the Memoranda of Understanding which will continue in force, beyond those described in Article 2.5 (Terms of Agreement).

These provisions are noted in their proper places and are listed here for convenience:

- A. Article 4.4 G. 1. through 8. (Staffing): until September 1, 1995.
- B. Article 4.13 (Staffing): until August 31, 1998.
- C. Appendices A through G: until the Agreement for July 1, 1996 comes into force.
- D. Appendix H (Early Retirement Incentive Program): until August 31, 1998.
- E. Memoranda of Understanding 1 (Teachers' Pension Plan), 2 (Academic Assistants) and 3 (Joint Committee on Scheduling): until the Agreement for July 1, 1996, comes into force.
- F. Memorandum of Understanding - 4 (Substitute for Last Paid Leave): until the Agreement for July 1, 1998, comes into force.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 7

MIDWIFERY EDUCATION PROGRAM

- A. The Association and the Board agree that individuals teaching in the Midwifery Education Program shall become members of the Association subject to the terms and conditions agreed upon by a Joint Committee of the Association and the Board.
- B. The Joint Committee on the Midwifery Education program shall be comprised of three representatives of the Association and three representatives of the Board.
- C. The mandate of the Joint Committee is to adapt the following sections of the Agreement to accommodate the special circumstances of those individuals teaching in the Midwifery Education Program:

Article 2.4 (Terms of Agreement) Membership in the Association

Article 4.1 through 4.12 (Staffing)

Article 5 Breaks and Extensions

Article 6 - Leaves of Absence

Article 7.4 - Obligations of Faculty Members

Article 10 Mode II Workload

Article 12 as related to Article 10 as modified by this Joint Committee

Article 13 as related to Article 10 as modified by this Joint Committee

Report of the Joint Committee on Promotion Criteria dated May 3, 1994 as related to Article 10 as modified by this Joint Committee

Report of the Joint Committee on Performance Criteria dated February, 1993 as related to Article 10 as modified by this Joint Committee

It is understood that the Joint Committee shall not have a mandate to add to the above list without both a majority vote of committee members and the agreement of both the Vice President, Faculty and Staff Affairs or his/her designate and the Chair of the Association Negotiating Committee.

- D. The Joint Committee will submit its report to the Board and the Association by May 15, 1995.
- E. A majority decision of the Joint Committee will be binding on both parties. If there is no majority decision by the reporting deadline, which deadline can be extended with the agreement of the Vice President and the Chair of the Association Negotiating Committee, each party will prepare a brief for submission to binding arbitration before October 15, 1995. The majority report or the arbitrator's award, as the case may be, will become an appendix to the Agreement effective July 1, 1995, retroactively if necessary.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 8

INTERNAL CROSS APPOINTMENTS FOR FACULTY MEMBERS

The Association and the Board agree that there are occasions which justify the making of special forms of academic appointment. This Memorandum of Understanding will describe some such appointments which may be made at the University. The Memorandum itself shall remain in force until June 30, 1996. If mutually agreeable, it may be renewed or modified. If neither renewal nor modification is mutually agreeable, appointments made under the auspices of this Memorandum shall not be eligible for renewal.

- A. Where sound academic reasons exist, a Faculty member may receive a subsequent appointment in the University such that she/he holds concomitant appointments in two Departments/Schools.

A Faculty member must consent in writing to such an appointment. The document of consent shall take the form of a Cross Appointment letter provided by the Vice President, Faculty and Staff Affairs or his/her designate. This letter shall specify the Department/School into which the individual was originally hired in which the Faculty member holds residual rights and to which she/he would return on a full-time basis should the need for the cross appointment change. This offer shall be based on discussions among the Faculty member (who may be accompanied by a representative of the Association) and the Chairs, the results of which require the approval of the Dean(s) and Vice President, Faculty and Staff Affairs or his/her designate. The discussions must result in agreement among all participants on at least the following matters:

1. the division of academic work between the two Departments;
 2. that the appointment not exceed a period of five years but which could be renewed by the process described in a above;
 3. procedures for assessing the Faculty member for tenure, promotion and good performance increments which procedures must adhere to the terms and conditions for such matters as specified in the Agreement; and,
 4. the degree of involvement in Department/School Council and Committee affairs in both departments.
- B. Following agreement on the matters described in A. above and on any other matters required in the Cross Appointment such as office space and access to support staff, equipment and supplies in each Department/School, the Vice President, Faculty and Staff Affairs or his/her designate shall offer formally in writing to the Faculty member a Cross Appointment according to the terms and conditions agreed to. The Faculty member shall indicate his/her consent by signing the Vice President's, Faculty and Staff Affairs or his/her designate's offer

- C. Copies of the signed offer shall be forwarded to the, Vice President Academic, the Dean(s), the Chairs/Directors and the Association.
- D. The Faculty members Performance and Conduct File shall be maintained by the Chair of the Department/School of primary appointment.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING- 9

JOINT COMMITTEES

PROFESSIONAL LIBRARIANS AND PROFESSIONAL COUNSELLORS

- A. The Board and the Association agree that there are long standing questions about which articles in the Agreement should apply to Professional Librarians and Professional Counsellors. To this end, the parties agree to establish two Joint Committees, the sole purpose of which will be to determine what provisions should apply to these members.
- B. The Board and the Association will be equally represented, up to a maximum of three appointees each, on each Joint Committee. The Joint Committees must hold their first meeting prior to November 1, 1994.
- C. Each Joint Committee will submit its report to the Board and the Association by November 1, 1995, which deadline can be extended by majority agreement of its members.
- D. In either case, majority agreement of the members of the Joint Committee on any issues will be binding on both parties. In both cases, for any issues on which there is not majority agreement by the reporting deadline, each party will prepare a brief to be submitted to arbitration as per Article 2 (Terms of Agreement). The briefs must be submitted not later than March 15, 1996.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 10

RESPONSIBILITIES OF ACADEMIC ADMINISTRATORS

The Board and the Association recognize that Faculty members who are appointed to the academic administration have specific management responsibilities to discharge on behalf of the Board for the duration of such an appointment.

Towards this end, and following the normal appointment process for the academic administrators, the University will, through the Dean's Office, set out these responsibilities in a letter of appointment. The letter of appointment will also set out the University's expectations relative to the academic administrators' responsibilities and obligations in his/her dealings with the Association and its member, and with respect to the terms and conditions of the Agreement.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 11

SPOUSAL BENEFITS FOR RETIREES

The University will undertake to set up a process by which Retirees may purchase medical and dental coverage from specific carriers/insurers for themselves if they so wish and for their dependent spouses.

It is understood that the University agrees only to set up a process by which such benefits can be purchased. It is further understood that the University is not providing this benefit coverage and cannot guarantee eligibility requirements, costs, level of benefits and any other matters related to the purchase of such benefit coverage. These aspects shall be the responsibility of the Retiree and the Carrier (Insurer) selected.

Benefit premiums shall be borne, in their entirety, by the retiree who chooses to participate in and purchases benefit coverage.

Once the University has set up the appropriate process and access to selected carriers/insurers, the University will so advise the Association and the appropriate members.

It is understood that the provisions of this Memorandum of Understanding do not supersede the provisions for Retirees outlined in Article 12.10 (Benefits).

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD

MEMORANDUM OF UNDERSTANDING - 12

BETWEEN

RYERSON POLYTECHNIC UNIVERSITY

AND THE

RYERSON FACULTY ASSOCIATION

As was agreed in the Memorandum of Settlement dated June 29, 1995, the parties have restructured and renumbered the Collective Agreement dated July 1, 1991 - June 30, 1994 as amended by the Memorandum of Settlement dated June 29, 1994.

It is agreed by the parties that there was no intent to change the intent, emphasis, meaning, interpretation and/or application of clauses through the restructuring and renumbering activity.

Further, it is agreed by the parties that this restructuring and renumbering activity shall not be construed in any manner whatsoever to modify/change the intent, emphasis, meaning, interpretation or application of clauses.

Should there be any disagreement between the parties with respect to the intent, emphasis, meaning, interpretation or application of clauses in the Collective Agreement dated July 1, 1994 to June 30, 1996, as a result of the restructuring activity, the parties shall be governed, in this context, by the terms of the Collective Agreement dated July 1, 1991 to June 30, 1994 and the Memorandum of Settlement dated June 29, 1994.

Dated at Toronto this _____ day of _____, 1995.

FOR THE ASSOCIATION

FOR THE BOARD
