

1969



# AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS  
RYERSON POLYTECHNICAL INSTITUTE

AND

THE RYERSON FACULTY ASSOCIATION

July 1, 1969

1969

**AGREEMENT**

between

**The Board of Governors**

**Ryerson Polytechnical Institute**

and

**The Ryerson Faculty Association**

**July 1, 1969**

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## ARTICLE I

### DEFINITIONS

AGREEMENT	is the collective agreement negotiated between the Board and the Association as agents for the Faculty. This agreement will come into force on 1st July, 1969, superseding the agreement previously in force.
ASSOCIATION	is the Ryerson Faculty Association.
BOARD	is the Board of Governors of Ryerson Polytechnical Institute.
CHAIRMAN	is the Chairman of a department and is appointed by the Board.
DEAN	is the Dean of a division and is appointed by the Board.
FACULTY	for the purpose of this agreement the term Faculty includes all those who are classified as full-time instructors from time to time by agreement between the Board and the Association.
INCREMENT	is the annual salary increase awarded to a Faculty member for satisfactory service under this agreement.
INSTITUTE	is the Ryerson Polytechnical Institute.
MINISTER	is the Minister of Education of Ontario.
PRESIDENT	is the President of Ryerson Polytechnical Institute.
VICE PRESIDENT	is the Vice President Academic of Ryerson Polytechnical Institute.

**ARTICLE II**  
**CONDITIONS**

1. This agreement is to be in force until at least the 30th June, 1970, and may be altered before that time only by mutual written agreement of the Board and the Association.
2. Except as otherwise provided in this agreement, either party to this agreement may serve notice on the other, not less than ninety days prior to the 30th June, 1970, of its desire to negotiate changes in the agreement. The parties shall meet and commence negotiations within a reasonable time, preferably within fourteen days of such notice. If by 1st June, 1970, an agreement has not been reached, the outstanding issues will be submitted by 1st July, 1970, to arbitration, through joint submissions to the Minister. The Minister will be requested to appoint an official Arbitrator, acceptable to both parties, no later than fourteen days after this submission. The decisions of the Arbitrator will be final and binding on all parties.
3. All costs of arbitration proceedings, in the case of either appeals or negotiations, will be shared equally by the Board and the Association.
4. All members of the Faculty shall, as a condition of employment, become and remain members of the Association. The Board agrees to provide the Association with a list of changes in its membership upon request.
5. 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.
6. A representative committee of the Board and a representative committee of the Association shall meet at the request of either party to discuss matters of mutual concern.

**ARTICLE III**  
**APPOINTMENTS, RESIGNATIONS, DISMISSALS, STAFF REDUCTIONS  
AND RETIREMENTS**

**1. APPOINTMENTS**

All new Faculty members are appointed to the probationary

staff. When a Faculty member has completed a two-year period of service as a member of the probationary staff he will, on the written recommendation of his Chairman, and with three months' written notice:

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

When a Faculty member has completed an additional one year period of service as a member of the probationary staff as in (b) above he will, on the written recommendation of his Chairman and with three months' written notice:

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

**2. RESIGNATIONS**

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

**3. DISMISSALS**

- (a) In the first four months of employment, a Faculty member may be dismissed with one month's written notice, or one month's pay in lieu of notice.
- (b) In the remainder of the probationary period, including any extension thereof pursuant to 1(b) above, a Faculty member may be dismissed with three months' written notice, or three months' pay in lieu of notice.
- (c) Neither notice nor pay will be necessary in cases of theft or other gross misconduct.
- (d) A regular Faculty member may be dismissed only for:
  - (i) Incompetence or persistent neglect of responsibilities as defined in the Code of Professional Conduct with three months' written notice. Three months' pay in lieu of notice may be given when the welfare of the

students may be jeopardized by his continued presence in the classroom, or by mutual agreement between the staff member and the Board.

- (ii) Theft or other gross misconduct; neither notice nor pay will be necessary.

#### 4. STAFF REDUCTIONS

Should staff reduction be necessary for any reason, every effort will be made to assign regular staff members to other duties in the Institute. In such instances, seniority and ability shall be prime considerations.

#### 5. RETIREMENT

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

### ARTICLE IV

#### BREAKS, THIRD SEMESTER, EXTENSION

1. For Faculty members the periods of study, course preparation, related work and holidays will be not less than two and not more than three consecutive months in any twelve months of employment, the precise period to be at the discretion of the Chairman and two administrators senior to him.
2. Faculty members will not be required to teach more than two semesters in any twelve month period.
3. Unless agreed to as a special condition at the time of employment, teaching after 6:00 p.m. and on Saturday will be on a voluntary basis. The term and conditions of each such appointment will be made available to the Association.
4. It is agreed that the Association has no responsibility with respect to instructors being paid on an hourly basis.

### ARTICLE V

#### LEAVES OF ABSENCE

##### 1. WITHOUT PAY

- (a) The Board agrees to grant a Faculty member an unpaid extended leave of absence subject to the following guidelines:

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- (i) The Faculty member applies to the Board, in writing, at least six months in advance of the beginning of the semester in which he plans to start his leave.
  - (ii) A suitable substitute can be obtained.
  - (iii) The leave will normally be for a period of twelve months.
  - (iv) The purpose of the leave is for academic pursuit or approved specialized experience.
  - (v) The applicant's entitlement to increment will not be interrupted.
- (b) A maternity leave of absence without pay may be granted a Faculty member if reasonable notice is given.
  - (c) A leave of absence may be granted by the Board for personal or compassionate reasons.
  - (d) Under (b) and (c) the entitlement to increment during absence will be agreed by the applicant and the Board.

##### 2. WITH PAY

- (a) Subject to the exigencies of administration, a leave of absence with pay may be granted a Faculty member subject to the following guidelines:
  - (i) The Faculty member concerned will have been an employee for an initial period of seven years.
  - (ii) The Faculty member must apply in writing to the Board at least eight months prior to the beginning of the semester in which he plans to start his leave.
  - (iii) The leave will normally be for a period of twelve months.
  - (iv) The purpose of the leave is for approved academic pursuit or approved specialized experience.
  - (v) The salary paid the Faculty member while on leave will be fifty per cent of his normal salary.
  - (vi) A Faculty member becomes eligible for leave after each seven years of service thereafter.
  - (vii) In new or rapidly changing fields these periods may

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- be reduced and the salary allowance varied at the discretion of the President.
- (b) The Board may financially assist Faculty members who wish to take short courses of a specialized nature approved by the Board, or to attend annual meetings of professional societies approved by the Board.

## ARTICLE VI

### CODE OF PROFESSIONAL CONDUCT

The Association and Board acknowledge that the primary aim of the Institute is the education and development of students. Working conditions, contract arrangements, salary schedules, office furnishings, equipment and supplies, and budgets must all be judged in relation to the educational aims of the Institute.

The Board acknowledges the primary responsibility of providing an administrative structure and climate in which effective teaching may take place.

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

The Faculty members acknowledge their primary professional concern for students.

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

Each Faculty member agrees to maintain his professional competence in his own discipline and to acquire and maintain reasonable pedagogical competence. He will try to stimulate intellectual curiosity and enthusiasm for learning. He will

avoid anything which will damage the self-respect of those he meets in class.

Members of the Association acknowledge a responsibility to the Institute and to each other, insofar as this is necessary to serve students. In acknowledgement of this responsibility, Faculty members agree to display a sense of responsibility for the facilities of the Institute; to maintain punctually their teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; to obtain the permission of the Chairman before undertaking any employment outside the department during the academic year; and to inform the Chairman when they are about to engage in a major course of study. A Faculty member will not criticize other staff members to students and will not encourage or solicit criticisms of colleagues from students.

Faculty members will not discuss their grievances with students.

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

## ARTICLE VII

### APPEALS

#### 1. GROUNDS

Any dispute over matters arising from the administration of the agreement, including those listed below, may be settled by the appeals procedures set out in Sections 2 and 3 of this Article:

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

interpretation, application, administration or alleged violation of this agreement.

## 2. INITIATION

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

## 3. PROCEDURE FOR REGULAR STAFF

- (a) Within ten regular working days, not including holidays and vacation periods for the aggrieved staff member, of the cause for the appeal, the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Appeals Committee and Secretary of the Board. The ten day period referred to in this section will commence at the time of referral of the matter to the Vice President as required by section 2 of this Article.
- (b) Within fourteen calendar days of this submission, the Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to try to settle the difference.
- (c) If, within fourteen calendar days of the first meeting between the President and the Appeals Committee, no satisfactory settlement is reached, the Chairman of the Appeals Committee will notify immediately thereafter the Secretary of the Board.
- (d) Within fourteen calendar days of this notification, a committee of the Board will meet with the Appeals Committee of the Association to attempt to work out a settlement.
- (e) If, within fourteen calendar days of the first meeting between the Board committee and the Appeals Committee, no mutually satisfactory agreement is reached, proceedings for arbitration are to be taken by joint application in writing to the Minister.

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- (f) Within twenty-one calendar days of the failure to reach agreement, the Minister will be asked to name an official Arbitrator acceptable to both parties.
- (g) The decision of the Arbitrator will be final and binding on all parties.

## 4. PROCEDURE FOR PROBATIONARY STAFF

- (a) Within ten regular working days, not including holidays and vacation periods for the aggrieved staff member, of the cause of the appeal, the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Appeals Committee and Secretary of the Board.
  - (b) Within fourteen calendar days of this submission, the Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to settle the difference.
  - (c) The decision of the President is final.
5. All time limits specified in this Article are subject to extension by mutual agreement.
6. The terms Chairman, Dean, Vice President and President include Acting Chairman, Acting Dean, Acting Vice President and Acting President for the purposes of this Article.
7. These procedures, with appropriate variations, are available to the Board or its representatives.

## ARTICLE VIII

### TEACHING LOAD

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

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

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

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

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

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

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

#### ARTICLE IX BENEFITS

##### 1. MEDICAL AND HOSPITAL INSURANCE

The Board assumes fifty per cent of the cost of premiums paid through the Institute by Faculty members for Physicians' Services Incorporated Blue Plan base coverage, or its insured equivalent, and Ontario Hospital Services Standard Plan.

##### 2. GROUP LIFE INSURANCE

The Board assumes fifty per cent of the cost of premiums paid for a group life insurance policy as detailed in the Master Contract Group Life Policy G-3594 with the Mutual Life Assurance Company of Canada. Faculty members on staff at 1st July, 1968, and not joining this plan at its inception must provide medical evidence of insurability when applying at a later date. For those joining the staff after June 30th, 1968, participation in the Group Life Plan is a condition of employment.

##### 3. PENSION PLAN

Holders of Ontario teaching certificates are required to contribute to the Ontario Teachers' Superannuation Fund. All

others classified as full-time instructors will contribute to the Ryerson Retirement Pension Plan.

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

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

#### 4. SALARY CONTINUATION AND DISABILITY PROTECTION

(a) On or before September 1st, 1969, each full-time Faculty member of the Institute will be requested to indicate in writing by October 1st, 1969, whether he wishes:

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

(ii) To receive a cash entitlement for the sick leave credit and to participate from September 1st, 1969, in the combined Salary Continuation and Disability Protection plan, all as described in Appendix B.

(b) Any eligible Faculty member who fails to indicate his choice by October 1st, 1969, will be deemed to have chosen to continue his participation in the present Sick Leave Credit and Gratuity Plan. Such eligible Faculty member may subsequently elect to receive a cash entitlement for the sick leave credit and to participate in the combined Salary Continuation and Disability Protection plan under the conditions set out in Section 8 of Appendix B.

(c) Each full-time Faculty member engaged on or after September 1st, 1969, will be required, as a condition of employment, to participate in the Salary Continuation and Disability Protection plan described in Appendix B.

#### ARTICLE X

##### SALARIES AND ALLOWANCES

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

**BASIC SALARY SCHEDULE**

Years of Acceptable Experience	Category				
	(i) Ph.D. or M.Phil.	(ii) Master's Degree	(iii) 5 year Degree	(iv) 4 year Degree	(v) 3 year Degree/ Diploma
0	10,300	9,000	8,600	8,200	7,800
1	10,800	9,400	9,000	8,600	8,200
2	11,300	9,800	9,400	9,000	8,600
3	11,800	10,300	9,800	9,400	9,000
4	12,300	10,800	10,300	9,800	9,400
5	12,800	11,300	10,800	10,300	9,800
6	13,300	11,800	11,300	10,800	10,300
7	13,800	12,300	11,800	11,300	10,800
8	14,400	12,800	12,300	11,800	11,300
9	15,000	13,300	12,800	12,300	11,800
10	15,600	13,800	13,300	12,800	12,300
11		14,400	13,800	13,300	12,800
12		15,000	14,400	13,800	13,300
13		15,600	15,000	14,400	

with starting salary being determined by:

(a) **CATEGORY:** the above academic qualification or equivalent as assessed by the Board with reference to the Ontario system; and

(b) **EXPERIENCE:**

(i) An allowance of one increment may be made for each year of experience acceptable to the Board to a maximum of eight increments.

(ii) If the Dean and either the Vice President or the President agree that circumstances warrant it, the Board may negotiate a starting salary of up to three increments above the level as determined above.

**2. ANNUAL INCREMENTS**

The Board will pay one increment annually as shown in the schedule up to the maximum for satisfactory service as defined in the Code of Professional Conduct and reserves the right, in the case of infractions of the Code of Professional Conduct

less serious than to warrant dismissal, and after adequate warning, to deny an increment to a Faculty member, giving him reasons in writing.

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

**3. SPECIAL ALLOWANCES**

(a) If a Faculty member accepts an appointment to perform supervisory, administrative or co-ordinating duties, he will receive extra remuneration and/or a reduced teaching load.

(b) In burgeoning disciplines a special allowance may be paid by the Board.

(c) Such arrangements will be subject to regular review by the Board and the instructor concerned.

**4. SENIOR LECTURERS**

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

**5. INSTRUCTORS OF DISTINCTION**

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

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

**ARTICLE XI**

**CONTINUING DISCUSSIONS**

Pursuant to Article II (6), continuing discussions will take place during the term of this agreement on the following problems:

1. Operation of the summer semester.
2. Work loads.

3. Proposed extension of Association membership to Early Childhood Education staff.

**APPENDIX A  
CUMULATIVE SICK LEAVE CREDITS  
AND RETIREMENT GRATUITIES**

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

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

- (e) The Board will assume full liability for the sick leave credits and retirement gratuities accumulated by all Faculty members who were formerly on the permanent or probationary civil service staffs and who transferred to the Institute staff on April 1st, 1964.

**APPENDIX B  
NEW SALARY CONTINUATION AND DISABILITY PROTECTION PLAN**

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

1. The Institute will bear the entire cost of the S.C.D.P. plan.
2. During any period of total disability due to sickness or accident, income protection coverage will continue in force through a waiver of premium clause.
3. During any period of total disability due to sickness or accident, Group Hospital and Medical Plan premiums falling due within a period of 90 days from the beginning of total disability will be paid by the Institute; thereafter the member or his agent by written request and by payment of his share of the premium may continue as a member of the insured groups.
4. Each Faculty member of the S.C.D.P. plan who is absent during his regular academic session because of a disability due to sickness or accident lasting fewer than 22 teaching days will continue to receive his regular monthly salary from the Institute provided:
  - (a) That an acceptable medical certificate containing diagnosis and dates of absence is submitted to the Director of the Institute's Health Clinic within five days of his return to work after each absence of more than 7 consecutive teaching days; and
  - (b) That the Director of the Institute's Health Clinic has the right to examine medically a member at reasonable intervals during continuous absences of over 3 teaching days.
5. In the case of a Faculty member of the S.C.D.P. plan who is absent during his regular academic session because of a continuous total disability due to sickness or accident lasting more than 22 teaching days:

- (a) His regular monthly salary will be paid by the Institute for a period equal to the first month of total disability; and
- (b) Thereafter, his salary will cease and a monthly benefit will be paid by an outside insurer up to 60% of his regular monthly salary at the commencement of the total disability. This benefit will continue until recovery, retirement, or age 65, whichever comes first.
- (c) Upon his return to teaching, the benefit provided in (b) above will cease and his regular salary from the Institute will be resumed.
- (d) Should there be a recurrence of the same or causally related total disability within 6 months of his return to work his salary will cease and the insured benefits will resume with no waiting period. An unrelated total disability, or a recurrence after 6 months from the date of return to teaching after a previous total disability, is not a recurrence of the same or causally related sickness or disability for the purposes of this sub-section (d).
- (e) If, in the opinion of Institute officials, a member of the S.C.D.P. plan has recovered from a long-term total disability and is capable of assuming the full responsibilities of his office, his rejoining salary may be increased one or more increments beyond his salary level at the commencement of his total disability.
- (f) If, in the opinion of Institute officials, a member of the S.C.D.P. plan has a residual disability which precludes his resumption of teaching duties, every effort will be made to find suitable employment for him within the Institute.

6. As used in this offer, "total disability" means substantially the following: the complete inability to perform any and every duty of his regular occupation during the first two years of disability; thereafter he is considered disabled if unable to engage in any substantially gainful occupation for which he is qualified by reason of education, training or experience.

7. Each Faculty member who elects not later than October 1st, 1969, to join the S.C.D.P. plan at its inception will not accumulate any additional credits under the present Sick Leave

Credit and Gratuity Plan. Instead, he will be entitled to a gratuity of up to 55% of his regular annual salary computed at date of withdrawal of gratuity as follows:

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

The requirement of ten years' continuous service will be waived. The gratuity will be paid in whole or in part as requested within 3 months of receipt of a written request.

8. Any eligible Faculty member who elects to continue to participate in the present Sick Leave Credit and Gratuity Plan may apply later to join the S.C.D.P. plan under the following conditions:

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

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

- (e) The gratuity will be paid in whole or in part as requested within 3 months of receipt of a written request.

9. Implementation of the S.C.D.P. plan will not occur in the event of insufficient participation by Faculty members.