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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 to 20, Appendices A to G, and Memoranda of Understanding 1 to 18.
- 1.2 **ASSOCIATION** is the Ryerson Faculty Association, the sole and exclusive bargaining agent for Members of the Association as listed in 1.1 above.
- 1.3 **BOARD** is the Board of Governors of Ryerson Polytechnic University.
- 1.4 **CHAIR** is the Chair of a Department and is appointed by the Board.
- 1.5 **DIRECTOR** is the Director of a School and is appointed by the Board.
- 1.6 **DEAN** is the Dean of a Faculty/Division.
- 1.7 **DIVISION** is a Faculty of Departments/Schools headed by a Dean.
- 1.8 **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.
- 1.9 **INCREMENT** is the CAREER DEVELOPMENT INCREMENT awarded annually to a faculty member for satisfactory performance, or the MERIT INCREMENT, awarded for exceptional performance, as defined in Article 13 (Salaries, Increments and Allowances), under this Agreement.
- 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. Limited Contract (Temporary) Instructors are not faculty members as defined in 1.8, above.
- 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 **MIDWIFERY FACULTY:**

- (a) Midwifery faculty referred to herein are those faculty members who are required to maintain a midwifery practice as a condition of their being faculty and to qualify for, and to maintain, current registration with the College of Midwives.
- (b) Midwifery faculty in the Midwifery Education Program does not include other faculty or instructors (RFA or CUPE, 3904, Unit 1) who teach in this program if they are not:
 - (i) midwives with active midwifery practices who teach courses; and
 - (ii) hired into the designated “midwifery faculty” positions.

1.13 **MINISTER** is the Minister of Labour of Ontario.

1.14 **NOTIONAL RFA SALARY:** Notional RFA salary is the annualized base salary for a member of the bargaining unit which designates the gross salary a member is entitled to if engaged in full-time service. Notional salary is a combination of base salary, across-the-board adjustments, Sector Adjustments, Career Development Increments, Merit Increments and Promotional Adjustments but excludes stipends, administrative allowances and overload payments.

1.15 **PRESIDENT** is the President of Ryerson Polytechnic University.

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

1.17 **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.

1.18 **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.

1.19 **SENIORITY:** Seniority shall be determined by the date upon which continuous employment (as active or associate members) in the bargaining unit commenced, less periods, exceeding

Article 1

12 consecutive months, of leaves of absence without pay from the University. The use of seniority as defined herein shall apply solely and exclusively to Article 4.9, Faculty Reductions and relevant associated appendices (B.1,2,3) if applicable.

- 1.20 **TEACHING/ACADEMIC ASSISTANTS** are persons hired for a defined period to assist faculty members with academic responsibilities.
- 1.21 **TENURED FACULTY:** The term Tenured Faculty includes all faculty members employed on a career basis who have been awarded tenure by the University.
- 1.22 **TENURE STREAM FACULTY:** The term Tenure Stream Faculty includes all Probationary and Tenured Faculty members.
- 1.23 **UNIVERSITY** is Ryerson Polytechnic University
- 1.24 **VICE PRESIDENT:** Unless otherwise specified, is the Vice-President or Associate 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, 1998, superseding the Agreement previously in force, and is to be in force until June 30, 2001. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.
- B. Certain provisions of this Agreement as set out herein continue beyond June 30, 2001.
- 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 2001. 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 paragraph A. 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.

Article 2

- 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 University 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 University 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 University 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 above the title of Chair/Director in the academic stream or 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 GRAND PARENTING 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:

Article 2

- A. Article 4.8 A. 2., 3., and Article 13.1 K. 1. Professorial Ranks;
- B. Article 10, Mode I (Workload): Workload;
- C. Appendix D (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. In such an expanded DAC the Chair, in choosing her/his appointees, shall take into account University equity policy concerning designated groups. Normally, any Department/School with 10 or more tenure stream faculty will have at least five members on the DAC, consistent with the above principles.
- 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 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 to the Probationary Faculty, and at the Assistant Professor rank, whether in the Probationary Faculty or in the Limited Term Faculty.

B. Probationary Period - General Provisions

Normally the probationary period for Tenure Stream Faculty shall be five years.

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 year of reduction for every two years of such service to a maximum of two years, 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. Any reduction to the probationary period outlined in C.2 above must be either a one-year reduction or a two-year reduction.

D. Reduction in Probationary Period for External Candidates

1. The provisions of paragraph B. immediately above notwithstanding, external candidates who have a demonstrated record of relevant teaching experience, service and SRC activity in the appropriate discipline at another post-secondary educational institution, may be granted a reduction in the length of their period of probation upon recommendation by the DAC and approval of the Dean and Vice President.

2. The maximum amount of the reduction to the probationary period will be two years from the normal five-year period and any reduction granted must either be a one-year or a two-year reduction.

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 4.6B) across all ranks will not fall below 72% of the approved faculty complement (i.e. the total faculty FTE).

Article 4

- C. Appointments to the Tenure Stream Faculty will normally be authorised only when there is a vacancy in that component of the approved Faculty complement.
- D. On the advice of the DAC, the Dean may recommend to the Vice President that an individual who currently holds a Tenured appointment at the Associate Professor or Professor level at another recognised university be appointed directly to the Tenured Faculty at the Associate or Professor rank at a salary commensurate with that rank respectively.

Where the recommendation is to appoint an individual at the rank of Professor who holds elsewhere the rank of Associate Professor, the Faculty Promotion Committee must conduct a review of the individual's record in teaching, SRC, and service to determine if he/she meets the standards for the rank of Professor outlined in Appendix G (Promotion Criteria and Process). Such review shall include external evaluations of the candidate's record. In the case of an appointment at the rank of Associate Professor the DAC may recommend that the individual have the right to apply for promotion to Professor without regard to the requirement of three years service at Ryerson Polytechnic University, provided the individual has comparable service at another recognised university.

In cases of extreme urgency, the Vice President, Academic may, on the advice of the DAC, the Dean, and the Vice President, Faculty Affairs, and after consultation with the Association, recommend to the President that an individual who currently holds a Tenured appointment at the Associate Professor level at another recognised university be appointed directly to the Tenured Faculty at the Professor rank, without seeking the review by the FPC. The parties agree that for such a case to proceed as described above, the DAC must have obtained external references of the candidate's scholarly and teaching background and specifically whether he/she meets the standards for the rank of Professor outlined in Appendix G (Promotion Criteria and Process) as part of their process, and have required that any available members of the FPC attend a DAC meeting to assess the suitability of the candidate in question for promotion to the rank of Professor.

- E. 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 tenure stream, 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 University 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/Director shall convene the DAC, which shall conduct a search for a suitable appointee and forward its recommendation to the Dean. Prior to the first meeting of the DAC, the members of the DAC shall be provided with, and shall have the obligation to read, relevant University policies concerning hiring. At one of the DAC's initial meetings, the University shall provide an advisor to instruct the DAC with regard to applicable legal obligations and University policies including equity policies.

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 qualifications, and academic and work experience will be recognised pursuant to Article 13.1 B. (Starting Salaries Provisions).

4. The Dean shall write a letter of appointment to each new Probationary Faculty member 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. The letter shall indicate any other expectations which the appointee may be required to meet before transfer to tenure and shall also indicate that membership in the Ryerson Faculty Association is a condition of employment. The Dean will attach to the letter of appointment the Faculty SRC Activities Report.

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.

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. In circumstances where the Probationary Faculty member's probationary period has

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been reduced to three or four years on the recommendation of the DAC and such reduction has been approved by the Dean, the total number of teaching assessments will also be reduced by five or two, respectively.

4. 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 (three in the case of probationers on three-years probation and four in the case of probationers on four-years probation) 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.
5. Such unannounced inspections will 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.
6. 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.
7. Each faculty member who assesses the teaching competence of a Faculty member will submit to that Faculty member, with a copy to the Dean, the Chair/Director, 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. Except in cases where there are extenuating circumstances, any letter which is not so submitted within four weeks of the assessment shall not be included for consideration by the DAC and no extra teaching assessment shall be conducted to replace the one(s) not so included.
8. 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.
9. If, through no fault of a Probationary Faculty member, an assessment of his/her teaching competence is not done in a given teaching semester, a letter must be written by the chair of the DAC stating that an assessment was not done of the Probationary

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Faculty member's teaching performance and stating the reasons why. The Chair of the Department or the Director of the School shall place a copy of that letter in the member's Performance and Conduct File, and copies are to be sent to the member, the Dean, the Chair/Director, and the Secretary of the Association. In the case of one or more such letters in the Probationary Faculty member's PFC, the absence of those teaching assessments may not be used as grounds for extension of the probationary period, the denial of tenure or of a Merit Increment. No assessments above the number stated in B. 1-4 above, may be conducted in subsequent terms to compensate for such missed assessments.

10. A member who negligently fails to carry out his/her assigned DAC duties may be subject to disciplinary action.
11. By the end of the third week of every semester the chair of the DAC must inform each Probationary Faculty member of:
 - 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. Year End Assessment Report

By June 15 of each of the first, second, third, and fourth years of probation, except the final year of probation, of Faculty members appointed, the DAC shall have met to assess and have prepared a report of the overall progress towards fulfilling the criteria for transfer to the Tenured Faculty.

In order to prepare this report, the DAC shall have access, from the Performance and Conduct File of the probationer, to the letter of appointment, all teaching assessments, earlier year-end assessments, the member's annual reports, the member's response (if any) to teaching and/or year-end assessments, and to any letters giving reasons for non-assessments, and to any material placed in the PCF that bears on his or her progress towards fulfilling the criteria for transfer to the tenured faculty.

In addition, the DAC shall have access to any matters of discipline arising out of the member's teaching, service and/or SRC performance.

The year-end assessment shall be submitted by June 15 of each respective year by the chair

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of the DAC, through the Chair/Director, to the probationer with copies to the PCF, the Dean, the Chair/Director, and the Secretary of the Association.

D. 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.

E. Transfer to Tenured Faculty

1. General

a) Criteria: The following criteria shall be used as the basis for deciding whether a Probationary Faculty member will be transferred to the Tenured Faculty.

- i) teaching competence as demonstrated both in the classroom and in carrying out the principles of effective course management;
- ii) competence and currency in his/her own discipline;
- iii) capacity for curriculum development;
- iv) demonstrated commitment to the professional collegial life of his/her Department/School;
- v) fulfilment of his/her obligations as a faculty member under Article 7.3 (Obligations of Faculty Members);
- vi) satisfaction of such conditions of probation as were specified in his/her letter of appointment;
- vii) progress in overcoming weaknesses identified in the teaching and/or year-end assessments; and,
- viii) demonstrated capacity for, and commitment to, the Teaching, SRC and Service components of the duties and responsibilities of faculty members described in Article 10 (Workload Provisions - Mode II).

b) Deferral of Process

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- i) If disciplinary proceedings are in progress at the same time as the Member is being considered for tenure or intermediate review, the employer or employee may request that the Vice President defer the process until a decision has been taken whether to impose discipline. In cases of tenure consideration, the Vice President may extend the employee's contract by the length of the deferral where necessary to allow for completion of the tenure process.
- ii) A faculty member who, during his/her probationary period, is absent for an extended period due to pregnancy, parental, or sick leave may request a deferral of the tenure or intermediate review process.

c) Reduction in Probationary Period (members hired prior to July 1, 1999)

Probationary members hired prior to July 1, 1999 shall have the right to continue their probationary period according to their original letter of appointment and shall be governed by the provisions of Article 4.2 of the 1996-98 Collective Agreement, unless they elect to be governed by the provisions of Article 4.4.E.2. of the 1998-2001 Agreement. All probationary faculty shall come under the provisions of Article 4.4.E.3 of the 1998-2001 Agreement.

2. Intermediate Tenure Review: For probationary faculty members with a five-year or four-year probationary period, there will be an intermediate tenure review prior to the completion of the third probationary year. The DAC will perform a substantive review of the probationary faculty member's overall performance. The Chair/Director and the probationary faculty member will submit to the DAC the material listed in C. above, and the results of student evaluations for the first term of the third year, conducted according to the procedures outlined in Appendix F (Faculty/Course Evaluation) of this agreement. 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.

A member may also submit supporting documentation.

A probationary member undergoing this review shall have the right to address the DAC concerning her/his record of employment.

On the basis of the criteria listed in 1. above, the DAC will:

- a) Recommend that the probationer should be transferred to the tenured faculty;
- b) Recommend that the probationer be terminated;
- c) Where the probationary faculty member's probationary period has been reduced by one year pursuant to 4.2.C or D above, recommend that the

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probationary period be extended by an additional year.

- d) Not elect (a) or (b) or (c), in which case the probationary period will continue to run for the duration of four or five years as prescribed in the letter of appointment.

Recommendations a) and b) above may be made only in exceptional and unusual circumstances. Recommendation a) would require the probationer to be performing at a superior level and to have met all of the criteria in 1. above. Recommendation b) would be warranted where there is a demonstrable failure of a probationary faculty member to fulfill his/her obligations under Article 7.

Where c) or d) is the outcome, the DAC will indicate in writing to the probationary faculty member any areas of improvement required in order to meet the criteria for tenure specified in 1. above.

The recommendation of the DAC will be transmitted in writing to the Dean, no later than the last day of the first month following the end of the term.

Where a) is the outcome, and where both the Dean and the Vice President agree with the recommendation of the DAC, the Dean will, within 10 working days of the receipt of the recommendation, transfer the member to the tenured faculty.

Where b) is the outcome, and where both the Dean and the Vice President agree with the recommendation of the DAC, the Dean shall indicate that the probationer will be terminated, giving reasons in writing. The member's employment will cease at the end (August 31 next) of the academic year in which the decision to terminate is taken. Notice shall be not less than six months, or six months pay in lieu thereof, or a combination of the two. Should the member disagree with the Dean's decision, she/he has recourse to the Appeals procedures (Article 9).

If the DAC recommends early transfer to tenured faculty or recommends termination of the probationary faculty member, as provided in a) and b) above, respectively, the Dean may elect not to follow the DAC's recommendation.

If the Dean elects not to follow the DAC's recommendation of early transfer to tenured faculty or the DAC's recommendation for termination, the probationary period will continue as provided for in the letter of appointment or as extended by the DAC and the Dean in the case of probationers originally on reduced length probationary periods.

3. Final Tenure Review:

If the Probationary Faculty member's probationary period:

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- (i) was reduced by two years pursuant to 4.2 C or D above; or
- (ii) was continued or was extended as per c) or d) above (after the third year of probation)

a final review by the DAC assessing the overall performance of the probationary faculty member will be held by the end of the first term of the final probationary year, but after the completion of the teaching assessments of that semester. The Chair/Director and the probationary faculty member will submit to the DAC the material listed in C. above. Where available, the results of student evaluations for the first term of the final year, conducted according to the procedures outlined in Appendix F, (Faculty/Course Evaluations) of this Agreement, shall be provided to the DAC by the probationary member. Where the absence of student evaluations for a given semester is beyond the faculty member's control such absence may not be used as ground for extension of the probationary period or for denial of tenure.

A member may also submit supporting documentation.

A probationary member undergoing this review shall have the right to address the DAC concerning her/his record of employment.

- a. 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 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.
- b. 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 (August 31 next) of the academic year in which the decision to refuse to transfer to tenure is taken. Notice shall be not less than six months, or six months pay in lieu thereof, or a combination of the two. Should the member disagree with the Dean's decision, she/he has recourse to the Appeals procedures (Article 9).
- c. If the Dean disagrees with the recommendation of the DAC, the probationary period of the faculty member will be extended by one further year.
- d. In unusual circumstances, the DAC may not be ready to recommend transfer or termination of a faculty member as specified in b. 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 4.4 E. 1. a) vi) above, or assessed weakness in the SRC and/or Service duties of 4.4 E. 1. a) viii) above, the requirement for

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additional teaching assessments may be waived.

- e. Where a faculty member has had his/her probationary period extended for one additional year under c. or d. above, the DAC shall, by the end of the first term of the final year of probation, 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 the probationer should be transferred to the tenured faculty.
- f. Within 10 working days of the receipt of the recommendation of the DAC the Dean will either
 - 1. transfer the member to the Tenured Faculty, or
 - 2. 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 (August 31 next) of the academic year in which the decision to refuse to transfer to tenure is taken. Notice shall be not less than six months, or six months pay in lieu thereof, or a combination of the two. Should the member disagree with the Dean's decision, she/he has recourse to the Appeals procedures (Article 9).

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 Responsibilities described in 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 4.9 (Faculty Reductions) 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).

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3. During each semester of his/her appointment, a Limited Term Faculty member shall be assessed twice for teaching competence, normally by members of the Department/School in which the appointment is held. Such assessments shall continue for the duration of the Limited Term Faculty member's contract. Not more than one assessment per academic year may be unannounced. Assessment procedures shall be as those set forth in 4.4 B above.
4. 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.
5. Should the University, on the approval of the Vice President of a DAC recommendation supported by the Dean, wish to extend the full time 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 E. 1. through 3. 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. Limited Contract (Temporary) Instructors are not members of the Association. Before hiring such Instructors the University 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: ACADEMIC ADMINISTRATIVE FACULTY

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- A. (i) A tenured faculty member who assumes administrative duties at the level of Chair or Director shall teach a minimum of one-half course per academic year in his/her field of competence and undertake SRC activities. Where the faculty member, by right of Article 10 [and grand parenting provisions], is exempt from SRC activities as part of his/her workload, the teaching load shall be increased accordingly. A Tenured Faculty member who assumes a chair or directorship shall have the right, at the end of his/her term, to return to the normal duties of a Tenured Faculty member within his/her Department/School. The University shall provide to the Association each semester a list of the aforementioned Faculty members, along with their teaching and/or SRC assignment.
- (ii) A Tenured Faculty member who assumes academic administrative duties above the level of Chair or Director shall normally teach a minimum of one-half course per academic year in his/her field of competence and/or undertake SRC activities. The terms and conditions for such appointments lie within the University's discretion. Such Tenured Faculty members shall have the right, at the end of their term, to return to the normal duties of a Tenured Faculty member within their Department/School, or, with the agreement of the Faculty member, to another Department or School. The University shall provide to the Association each semester a list of the aforementioned associate members.
- B.
1. Chair/Director Level Probationary Appointment:
- a. A person appointed from outside the bargaining unit to an academic administrative position at the level of Chair/Director shall be hired into the tenure stream faculty and shall be assigned simultaneously an academic rank with teaching and SRC 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.
- b. A person in a probationary position who is appointed to an academic administrative position at the level of Chair/Director shall normally teach a minimum of one (1) course per semester, and this will form the basis upon which his/her teaching effectiveness shall be assessed; the provisions of 4.4 B and of 4.4 E shall apply to the assessment procedure except that, in lieu of the DAC, the tenure review shall be undertaken by an ad hoc committee consisting of: the Vice President or his/her designate, the Dean of the Faculty/Division, an elected member of the DAC, and two appointees of the Association. This tenure review will examine the teaching and SRC performance in the context of the written expectations of the Dean. The academic administrative responsibilities shall be assessed in accordance with relevant University policy and procedures.

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- c. On the date the academic administrator completes his/her academic administrative duties, and where the faculty member has completed the requirements of probation and has been recommended by the ad hoc committee for tenured status, and where this has been confirmed by the University, pursuant to the provisions as outlined in Article 4.4, then the faculty member shall assume the full scope of duties and obligations of a tenured faculty member, within his/her original appointing School/Department.
2. Non-Tenured Decanal (and Associate Decanal) Level Appointment:
 - a. A person appointed from outside the bargaining unit to an academic administrative position above the level of Chair/Director shall be assigned simultaneously an academic rank with teaching and/or SRC duties in his/her academic specialty or in another field in which he/she is judged to have adequate qualifications. The terms and conditions for such appointments lie within the University's discretion.
 - b. A person in a probationary position who is appointed to an academic administrative position at the level of Dean (or Associate Dean) shall normally teach a minimum of one-half course per academic year in his/her field of competence and undertake SRC activities, and this will form the basis upon which his/her teaching and scholarly effectiveness shall be assessed; the tenure review shall be undertaken by an ad hoc committee consisting of: the Vice President or his/her designate, an elected member of the DAC, and two appointees of the Association. This tenure review will examine the teaching and SRC performance in the context of the written expectations of the Vice President, Academic (or the administrator's superior). The academic administrative responsibilities shall be assessed in accordance with relevant University policy and procedures.
 - c. On the date the probationary academic administrator completes his/her academic administrative duties, and where the faculty member has completed the requirements of probation and has been recommended by the Ad Hoc Committee for tenured status, and confirmed by the University, then the faculty member shall assume the full scope of duties and obligations of a tenured faculty member, within his/her original appointing School/Department.
3. In circumstances where a probationary faculty member, who was appointed from outside the tenure stream faculty to an academic administrative position, resigns from his/her academic administrative duties, but not from the University, prior to completing the first full term of office, the University will make reasonable efforts to find a full-time workload for that faculty member. If the University is unable to do so, and where the member and the University have reached no agreement concerning the terms of the resignation, the University shall have the right to provide the member with a reduced teaching workload, with reduced

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salary, at not less than 50% of the normal teaching workload for the Department/School and shall have the right to continue this reduced workload for the balance of the administrator's originally contracted term of office. This paragraph does not diminish the right of the member to be considered for tenure, where applicable, under the terms of this agreement.

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 authorised permanent transfer is arranged by written mutual agreement of the receiving department and the individual faculty member, or unless a cross appointment is made pursuant to the terms of this Agreement.

4.8 PROFESSORIAL RANKS

A. Ranks

1. For faculty members there are three professorial ranks:
 - a) Assistant Professor;
 - b) Associate Professor; and,
 - c) Professor.
2. Faculty members who attained the rank and title of Professor under the terms of Mode I shall hold such rank and title until their retirement or separation from the University. This clause forms part of the Agreement until all faculty members hired before January 1, 1992 have retired or separated from the University.
3. Clause A. 2 above, and this clause, cannot be altered or deleted by arbitration.

4.9 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

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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 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.
 - 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 assume the available load(s).

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- 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 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 the least 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. No tenure stream Faculty member shall be considered for lay off, or laid off, until there are no Limited Contract (Temporary) Instructors and Limited Term Faculty in the Department/School. Thereafter, the order of lay off is as follows:
 - a) Probationary Faculty members shall be laid off in accordance with the provisions of clause 2. above. Then,
 - b) Tenured Faculty members hired after December 31, 1991 shall be laid off in accordance with provisions of clauses 2 and 3 above. Then,

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- c) Tenured Faculty members hired before January 1, 1992 shall be laid off in accordance with provisions of clauses 2 and 3 above.
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 and an appointee of the RFA Executive, who in turn will name a mutually acceptable third appointee to chair the RRB. Furthermore, one of the three aforementioned appointees shall usually be a member of the Department/School involved. The RRB will follow an established procedure in evaluating the recommendations of the Chair and Dean. On completion of the review, the RRB will issue a confidential report to the Chair and Dean. The RRB will also provide a copy of the report to the President, Vice President, and 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, a probationary Faculty member shall retain his/her status as a probationary Faculty member unless he/she voluntarily arranges an employment separation. On the separation date 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.
- H. 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 (Appendix B-1); and
 3. he/she will retain his/her right of recall (Article 4.9 J. and K. (Staffing)) and his/her right of Appeal (Article 9)(Appeals).
- I. 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

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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 B-1)(Faculty Re-Employment Program).

- J. Within three years of being laid-off, the Faculty member shall be offered by registered mail the first available Faculty appointment in his/her previous Department/School; in a field in which his/her expertise can be used. Where more than one Faculty member has been laid-off from the Department/School, offers shall be made to Faculty members in inverse order of their lay-offs. A reasonable period shall be provided for taking up the offer in order to enable the Faculty member to fulfil his/her current employment obligations. An offer made to a Faculty member under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph. A recalled Faculty member shall return to the seniority, rank and tenured status from which he/she was laid off. Years of service toward sabbatical leave shall be as at time of lay-off. The Faculty member's salary shall be as at time of lay-off, increased by any applicable Across-the-Board increase that the member would have received had he/she been in active service.
- K. 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. A recalled Faculty member shall return to the seniority, rank and tenured status from which he/she was laid off. Years of service toward sabbatical leave shall be as at time of lay-off. The Faculty member's salary shall be as at time of lay-off, increased by any applicable Across-the-Board increase that the member would have received had he/she been in active service.
- L. 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

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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.

ARTICLE 5 VACATIONS

- A. The period for vacation entitlement shall be five weeks per year until the completion of twelve (12) years of service at which point the entitlement shall be increased to six (6) weeks per year. It is understood that the five and six week periods do not include those periods when the University is officially closed.

- B. The parties agree that vacation will normally be taken during the faculty member's non-teaching term, normally Spring-Summer.

- C. The parties further agree that a faculty member may be expected to continue to participate as required in the normal activities of the School/Department during the non-teaching term, except during his/her vacation. Notwithstanding this, the parties agree that the non-teaching term shall normally be primarily a period for study, course preparation and SRC activity.

- D. Faculty members will not be required to teach more than two semesters in any 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 October 15 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 a Faculty member 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 6.1 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.
- 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

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of their notional RFA salary. Members of the Teachers' Pension Plan shall, on the matter of rate of contribution, be governed by the current regulations of that Plan. In the case of disability, the benefit will be 80 per cent of the Faculty member's notional RFA salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.

6.2 LEAVES WITH PAY

Applicability:

The following provisions in respect of paid leave apply only to Tenured Faculty members who have a minimum of 6 (six) years service in the tenure stream.

- A. As of 1 July 2000, a Faculty member will normally be eligible for a one-year leave with pay at 80 percent of his/her notional RFA salary, following six years' service as defined above or return from a previous paid leave.

Until 30 June 2000 sabbatical salaries shall follow the percentages laid down in the 1996-98 Collective Agreement, that is, a one-year leave with pay at 60% of notional RFA salary following six years of service, 70% after seven years, 80% after eight years and 90% after nine years.

For the academic year 2000-2001 only, members who would, under the 1996-98 arrangements have been eligible for a one-year leave with pay at 90% of notional RFA salary shall be entitled to paid leave for one year at 90%.

- B. As of 1 July 2000, a Faculty member with five years service may elect to take a half-year leave with pay at 100% of her/his notional RFA salary, or a half-year leave with pay at 80% after three years of service, a half-year leave with pay at 85% after three-and-a-half years, 90% after four years of service, 95% after four-and-a-half years of service.

Until 30 June 2000, half-year leaves with pay shall follow the rates set down in the 1996-98 Collective Agreement, that is, 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 three years of service from date of return from previous paid leave, 70% after 3-1/2 years of such service, 80% after four years of such service, and 90% after four and-a-half years of such service or when taking his/her first leave with pay.

- C. Both service criteria and salary while on leave may be adjusted by mutual agreement between the University and the Faculty member. For the purposes of paragraphs A.

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and B. above, "service" will not include periods of "leaves without pay."

- D. A Faculty member's first work obligation while on sabbatical leave is the fulfilment of the terms of her/his leave duties. Faculty members may engage in outside employment while on paid leave only to the extent that such employment does not interfere with the Faculty member's leave obligations to Ryerson Polytechnic University. A Faculty member on paid leave shall report to the University any outside remuneration received while on leave, which would not have been received had he/she not been on leave. Such reporting shall be made at the time of application for sabbatical leave; or in circumstances where the Faculty member requests a substantive change to the sabbatical plan as previously approved and upon submission of the Faculty member's sabbatical report.
- E. The University acknowledges the importance of sabbatical leave to the intellectual vibrancy of the Faculty and therefore of the University. In exceptional academic circumstances, a Department/School may not be able, in a given year, to accommodate the sabbatical leave of all Faculty members who are entitled to such leave. In such cases, the Chair and the eligible members shall attempt to work out a schedule acceptable to all parties.

Where agreement cannot be reached in such a case, the order of leave shall be arranged by lot, subject to the condition that any Faculty member who has his/her sabbatical leave postponed shall have priority claim to sabbatical leave in the next period of half-year or full-year leave, as is applicable.

- F. During the first academic semester after returning from paid leave, a Faculty member shall provide to the Dean and the Chair/Director a written report of activities undertaken and objectives accomplished while on paid leave, including any outside remuneration received whilst on leave, consistent with clause D. above.

6.3 LEAVES WITHOUT PAY

- A. Where a Faculty member is deemed ineligible for leave with pay, but where the University 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 notional RFA 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 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 AND BEREAVEMENT LEAVE

A leave of absence of up to five (5) working days with pay may be granted by the Chair/Director for compassionate and/or bereavement reasons. The Dean may, in exceptional circumstances, extend this period to ten (10) working days.

6.5 PREGNANCY AND PARENTAL LEAVE

General

The employee will continue to accrue seniority during her pregnancy or 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.

Recognizing that a Faculty member may be unable to fulfil teaching commitments due to a pregnancy or parental leave of absence conflicting with the semester, it will be necessary therefore for the member to be withdrawn from instructional duties during the entire semester of the leave. Other employment within the University will be made available at the member's regular salary.

6.6 PREGNANCY LEAVE

Members of the Association shall be entitled to pregnancy leave as from time to time is provided for in the 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.

During pregnancy leave the University shall pay 93% of the employee's salary minus any payments to which the employee is entitled under the Employment Insurance Act as outlined below:

1. 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 Employment Insurance benefit, SUB payments and other earnings will not exceed 93% of the member's normal weekly earnings.

In accordance with the SUB Plan requirements, for the first two 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 Employment 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 pregnancy leave.

2. Application

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

3. Non-Receipt of Employment Insurance Benefits

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

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

4. Approval of SUB Plan

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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.

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

6.7 PARENTAL LEAVE

2. Every member of the Association who becomes a parent of a newborn or adopted child is entitled to an unpaid parental leave in accordance with the provisions of the *Employment Standards Act*. The University will further provide such employees with up to four weeks paid leave of absence at 93% of salary less any EI payments to which the employee is entitled. Normally, such paid leave will be in respect of the first four weeks of absence and is contingent upon the employee applying for EI.
3. The above paid and partially paid period of leave shall not increase the total eligible time away from work which shall be as provided for by the *Employment Standards Act*.
4. Parent includes an employee with whom a child is placed for adoption and an employee who is in a relationship of some permanence (in accordance with the *Family Law Act*) with a parent of a child and who intends to treat the child as his or her own.
5. 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.
6. Where a pregnancy leave is taken, parental leave must begin immediately when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

6.8 SPECIAL LEAVE

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

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.

- B. 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: leave for the equivalent of ten days.

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

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

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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: 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.
- H. These conditions shall not preclude the possibility of making other mutually acceptable arrangements, a copy of which shall immediately be sent to the

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

Association.

6.10 FACULTY EXCHANGE LEAVES

- A. A Faculty member who has received the Vice President, Faculty Affairs' 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 Affairs.

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

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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 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 A, (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 A (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.

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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.
- 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. The Board further acknowledges the desirability of a suitable physical environment for faculty members.
- B. Toward this end, every possible opportunity will be provided for personal academic growth and development. Changes affecting faculty members 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

The following provisions apply to all Faculty members:

- A. The Faculty members acknowledge their professional concern for students.
- B. Consistent with Article 11 (Academic Freedom), Faculty members shall make every attempt to create an atmosphere of mutual respect in which students may learn. Faculty members shall make every effort to stimulate intellectual curiosity and enthusiasm for learning.
- C. Faculty members acknowledge a responsibility to the University and to each other,

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insofar as this is necessary to serve students.

- D. 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 are able to function as responsible academics.
- E. 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, except in cases of unforeseen emergencies, 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.
- F. Faculty members are required to adhere to all approved course management policies both of Academic Council and of the Department/School. The University will provide each member of the Association with a written copy of relevant policies.
- G. 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 University.
- H. Each faculty member agrees to maintain his/her professional competence in his/her own discipline and to acquire and maintain reasonable pedagogical competence. Each faculty member further agrees to maintain the capacity and commitments referred to, for his/her 'Mode' in Article 4 and to fulfil the academic duties as set out, for his/her Mode, in Article 10.

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 19 (Resignations, Early Retirements and Normal Retirements)), 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 program 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 Article. In developing such policies, the parties shall be mindful of the rights and obligations of faculty members under Article 11 (Academic Freedom) and the rights and obligations of the Board under Article 3 .

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 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 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 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 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

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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.
- 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 in the case of denial of promotion or denial of Career Development 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

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aggrieved Faculty member, of the receipt of the official response of the Vice President, Faculty 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 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 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.
- 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 Affairs or his/her designate.
- G. The decision of the ad hoc Appeal Board is final, except as provided for in Memorandum of Understanding 15.

9.5 GENERAL

- A. All time limits specified in this Article are subject to extension by mutual agreement.

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- B. The terms Chair, Dean, Vice President, Faculty Affairs or his/her designate and President include Vice President Academic, Acting Chair, Acting Dean, Acting Vice President, Faculty 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 Affairs or his/her designate, the Registrar, and the Association President. The decision of this committee shall be final.

B. Course Preparation Hours

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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 advising, 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.

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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

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

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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 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 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.

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- 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 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 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 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;

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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;
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 defence 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;

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- 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;
 - 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

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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).
- 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 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;
 - 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

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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 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:

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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 May 15 of each year. The report shall include activities of the Faculty member from May 15 of the previous year to May 15, except as noted in Article 13.2 D. 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:
 1. teaching responsibilities including courses taught and supervised;
 2. results of student evaluations of his/her teaching from the evaluation instruments contained in Appendix F.;
 3. books and papers published;
 4. conference papers, presentations, exhibitions, etc. given;

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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 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

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Dean, will be prorated across the Teaching, SRC and Service components of the Faculty members' 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

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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 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.

WORKLOAD PROVISIONS - MODES I AND II

10.19 SATURDAY AND EVENING OBLIGATIONS

Teaching on Saturdays will be on a voluntary basis. Faculty members may be required to invigilate two Saturday examinations per academic year. Unless agreed to as a special condition at the time of employment, teaching after six p.m. will be on a voluntary basis.

ARTICLE 11 ACADEMIC FREEDOM

- 11.1 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 University assumes 100 percent of the cost of premiums paid through the University by Faculty members, for the duration of their active employment 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 University 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 50813-G with the SunLife Assurance Company of Canada. Participation in this Group Life Plan is a condition of employment.
- B. The University 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 50813-G with the SunLife Assurance Company of Canada. 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

Each Faculty member is required, as a condition of employment, to participate in the Salary Continuation and Disability Protection Plan described in Appendix A (Salary Continuation and Disability Protection Plan).

12.6 TRAVEL INSURANCE

In accordance with current University policy, the University will provide insurance protection covering death or dismemberment in the amount of \$50,000 or an amount equal to 4 times annual salary to a maximum of \$500,000, whichever is greater, for all Faculty members while they are travelling on University business at no cost to the Faculty member.

12.7 VOLUNTARY PRIVATE ACCIDENT INSURANCE

The University will continue to participate in the Council of Ontario Universities' policy for Voluntary Accidental Death and Dismemberment Insurance currently held with Westbury Life under group policy D-608152. Faculty are entitled to enroll themselves and their families under this policy by electing coverage in \$10,000. Units to a maximum of \$250,000. Enrolment is optional and premiums are 100% employee paid.

12.8 DENTAL INSURANCE

The University 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. Participation in the Dental Plan is a condition of employment.

12.9 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.

12.10 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.

12.11 BENEFITS FOR RETIRED RFA MEMBERS UNDER 65

The University 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 12.10 above.

ARTICLE 13 SALARIES, INCREMENTS AND ALLOWANCES

13.1 SALARIES

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

A. Base Salary Minima

As of July 1, 1998, the salary minima shall be as follows:

- | | | |
|----|---|----------|
| 1. | Assistant Professor / LTF | \$42,000 |
| 2. | Associate Professor | \$52,000 |
| 3. | Professor | \$62,000 |
| 4. | The salary minima for each rank shall be increased by 2.0 % (two per cent) effective July 1, 1999, and by a further 2.0 % (two per cent) on July 1, 2000. | |

B. Starting Salary

1. Associate and Professor Rank:

All appointments at the Associate Professor and Professor level require the Dean and the Vice President to agree to the rank and the starting salary. In determining the starting salary, qualifications and experience shall be factors.

2. Assistant Professor/LTF:

An allowance of one Career Development increment may be made for each year of experience acceptable to the University to a maximum of eight (8) such increments.

3. If the Dean and the Vice President agree that circumstances warrant it, the University may negotiate a starting salary of up to three (3) Career Development increments above the level as determined above.

4. In exceptional circumstances the Vice President may authorize a salary that exceeds the limitation of 3. immediately above. In such circumstances the Vice President shall notify the RFA of the grounds of the exception.

C. Base Salary Maxima

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The base salary maxima shall be as follows:

1. Assistant Professor / LTF \$ 74,500
2. Associate Professor \$ 92,000
3. Professor \$100,000
4. The base salary maxima for each rank shall be increased by 1.0 % (one per cent) effective July 1, 1999, and by a further 1.0 % (one per cent) on July 1, 2000.
5. Base salary maxima shall be reached by any combination of across-the-board increases, career development increments, sector adjustments, anomaly adjustments, rank promotion and merit increments.
6. Rank promotion shall be accompanied by one CDI at the member's new rank. In circumstances where the awarding of the CDI would exceed the new rank maximum, the faculty member's notional RFA salary shall be adjusted to the new rank maximum and the amount by which the award of the CDI would have exceeded the new maximum will be paid to the faculty member as a lump sum on a one time only basis.

D. Merit Maxima

1. Increases in salary beyond the base salary maxima shall be attained only by merit increments.
2. The merit maximum for the Associate Professor rank for 1998-99 shall be \$100,000.
3. The merit maximum for the Professor rank for 1998-99 shall be \$110,000.
4. The merit maxima for Associate Professor and Professor scales shall be increased by 1.0 % (one per cent) effective July 1, 1999, and by a further 1.0 % (one per cent) on July 1, 2000.

E. Increments

1. For purposes of eligibility in respect of the 1998/99 salary adjustments, faculty members hired prior to January 30, 1999 shall be deemed to have a full year of service for such adjustments. This includes Across-the-Board, Sector Adjustments, Career Development Increments, Promotional Adjustments and Merit Increments.
2. Increments will be processed in the following sequence and will take effect on the

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dates stipulated immediately below or as modified by clauses F , G, and 13.2 D a.,b., and c. below:

- (i) Across-the-Board: effective July 1st
- (ii) Sector Adjustments: effective July 1st
- (iii) CDI: effective September 1st
- (iv) Promotional Adjustments: effective September 1st
- (v) Merit: effective September 1st

F. ACROSS THE BOARD (ATB) ADJUSTMENTS:

1. On July 1, 1998 each faculty member who was and who continues to be an active member will receive an Across-the-Board increase of .75%. Also eligible faculty members are those hired prior to January 30, 1999 but after July 1, 1998.
2. On July 1, 1999 and also on July 1, 2000 each faculty member will receive an Across-the-Board increase of 1.0%.
3. Faculty members on paid leave or sick leave shall receive the Across-the-Board adjustment.
4. Faculty members on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
5. Faculty members on Long Term Disability shall receive the Across-the-Board adjustment upon their return to active employment only in circumstances where such faculty members return to active employment within three years of the on-set of Long Term Disability or within three years of July 1, 1998 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

G. SECTOR ADJUSTMENTS:

1. Faculty members who were members of the bargaining unit as of 30 June 1996 and who continue to be members shall receive, as part of their base salary, a \$2,500 sector adjustment in 1998/99, a \$1,500 sector adjustment in 1999/2000, and a \$1,000 sector adjustment in 2000/01.
2. Faculty members who became members of the bargaining unit after 30 June 1996 but on or before 30 June 1997 shall receive, as part of their base salary, a \$1,500 sector adjustment in 1999/2000, and a \$1,000 sector adjustment in 2000/01.

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3. Faculty members who became members of the bargaining unit after 30 June 1997 but on or before 2 September 1998 shall receive, as part of their base salary, a \$1,000 sector adjustment in 2000/01.
4. Sector Adjustments shall take effect July 1st of each year, that is on July 1, 1998, July 1, 1999 and July 1, 2000 except as provided below:
5. Faculty members on unpaid leave shall receive the applicable sector adjustments upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
6. Faculty members on Long Term Disability shall receive the sector adjustments upon their return to active employment only in circumstances where such Faculty members return to active employment within three years of the on-set of Long Term Disability or within three years of July 1, 1998 whichever is the earlier date. In these circumstances, the sector adjustments shall take effect on the date of return to active employment.

H. CAREER DEVELOPMENT INCREMENTS (CDI):

1. A Career Development Increment shall be payable to each Faculty member, added to base salary, on September 1 of each year, that is on September 1, 1998, September 1, 1999 and September 1, 2000, except as provided below, for satisfactory service in the immediately preceding service year and is conditional upon receipt of the Faculty member's annual report.
2. The value of each Career Development Increment (CDI) shall be \$2,000 for Faculty members up to a salary \$69,999.99.
3. The value of each Career Development Increment (CDI) shall be \$1,500 for Faculty members earning a salary over \$69,999.99 and up to \$84,999.99.
4. The value of a Career Development Increment shall be \$1,300 each for Faculty members earning a salary of, or more than, \$85,000 to the maximum.
5. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum for the rank in which the member is located, as in Article 13.1.C.
6. In order to avoid members at lower base salary surpassing, due solely to the award of a larger CDI, the salary of members at a higher base salary, the size of a Career

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Development Increment may be modified. The last CDI before a member's base salary reaches \$70,000. shall not take the member's salary above \$71,500; the last CDI before a member's base salary reaches \$85,000 shall not take the member's base salary above \$86,300.

I. MERIT INCREMENTS:

1. With respect to 1997/98, the value of a single merit increment shall be \$1,100 for Faculty members earning \$65,222 or less. This increment shall take effect on September 1, 1999.
2. With respect to 1997/98, the value of a single merit increment shall be \$800 for Faculty members earning more than \$65,222. This increment shall take effect on September 1, 1999.
3. With respect to the 1998/99 and 1999/2000 service years, the value of a single merit increment shall be \$1,000 regardless of salary level and shall be limited by the salary scale maxima (including the merit scale maxima for the Associate Professor and Professor ranks). These increments shall take effect on September 1, 1999 and September 1, 2000 respectively.

J. ONE TIME ONLY (OTO) PAYMENT:

1. In addition to the above, in respect of the 1998/99 salary year, each Faculty member actively employed on the date of ratification shall receive a one-time payment of \$1200 as soon as is practicable following the date of ratification by both parties.
2. Faculty members on paid leave or sick leave shall receive the one-time payment.
3. Faculty members on unpaid leave shall receive the one-time payment upon return to active employment as a Faculty member, provided the Faculty member returns within 18 months of the date of ratification.
4. Faculty members on Long Term Disability benefits at the date of ratification shall not receive the one-time-payment, except if such a Faculty member returns to active employment as a Faculty member.

K. DUAL STREAM OF THE PROFESSOR RANK

1. All Faculty members who attained the rank and title of Professor under the terms of Mode I shall continue to hold that rank; however, such members will be paid according to the Associate Professor salary minima and maxima.

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2. All Faculty members appointed after December 31, 1991 who hold the rank of Professor shall continue to hold that rank and shall be paid according to the Professor salary minima and maxima.
3. Any Faculty member who applies for and is awarded Professor status under terms of Appendix G will be paid thereafter according to the Professor salary minima and maxima. In assessing applications, under the terms of Appendix G, from Faculty members appointed before January 1, 1992, Faculty Promotion Committees shall take into account all factors including the different workload obligations of such members.

13.2 CAREER DEVELOPMENT AND MERIT INCREMENTS

A. General Provisions

1. Notwithstanding that the parties have negotiated specific sums in respect of the Career Development Increments and Merit Increments which are payable during the life of this collective agreement (1998 - 2000), the principle of maintaining provisions relating to Career Development Increments and Merit Adjustments shall continue beyond the expiration date of this Agreement.
2. The following provisions for a Career Development Increment and Merit Increment(s) shall apply to all tenure stream Faculty members.
3. The following provisions for a Career Development Increment and Merit Increment(s) shall apply to Limited Term Faculty hired on a contract two years or more in length, in each year prior to their final contract year.
4. Career Development Increments (C. D. I.) and Merit Increments will be implemented on an annual basis effective September 1 each year and will be based on the previous academic year's service. Submission of an annual report is a condition of eligibility for increments.
5. An annual merit pool above and beyond the Career Development Increments will be negotiated between the University and the Association and will be distributed on a pro-rata basis to each Faculty.
6. Notwithstanding the total amount of the merit pool negotiated between the parties, the pro-rata distribution to each Faculty will be based on the total number of faculty members in each Faculty eligible for Merit Increments in the year under review.
7. For the service year 1997-98, eligibility will be restricted to those members still in

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service who, in 1997-98, were either in Mode II, or in Mode I beyond step 19 (i.e. in the letter part of the salary scale).

8. For the service year 1998-99 and thereafter, all tenure stream Faculty members and Limited Term Faculty (subject to A.3, above) are eligible.
9. The annual merit pools for the service years 1997-2000 are \$ 125,000 in respect of service performed in 1997-1998, \$ 100,000 in respect of service performed in 1998-1999, and \$ 100,000 in respect of service performed in 1999-2000.

B. Career Development Increments

1. The granting of a Career Development Increment to a Faculty member to the maximum of his/her rank is contingent on satisfactory service and the submission of an annual report. Denial of a Career Development Increment shall require demonstration of unsatisfactory service.
2. Career Development Increments are available to eligible Faculty members until they reach the base salary maximum of their rank.

C. Merit Increments

1. Merit Increments may be granted to Faculty members for exceptional performance.
2. In the case of Assistant Professors, Merit Increment(s) may be awarded up to his/her rank salary maximum.
3. In the case of Associate Professors and Professors, Merit Increment(s) may be awarded to the merit maximum of \$100,000 in the case of Faculty members paid on the Associate Professor scale, and to the merit maximum of \$110,000 in the case of Faculty members paid on the Professor scale.
4. The maximum number of Merit Increments which can be awarded to any member in a given year is two (2).

D. Career Development Increment and Merit Increment Process / Annual Reports

1. Annual Report Submission Guidelines
 - a. Each Faculty member who is eligible and who wishes to be considered under the Increment process (CDI and/or Merit) shall submit to his/her Chair/Director two copies of an annual report by May 15.
 - b. For the service year 1997-98 only those members who were in Mode II in

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1997-98 are obliged to submit an annual report.

1. Members who in 1997-98 were in Mode I (letters) shall be considered for Merit Increments if they file an annual report and an Application for Merit by the prescribed date given in D.1, above. Denial of consideration of late applications shall not be appealable.
 - c. For the service year 1997-1998, the service period shall be July 1, 1997 to June 30, 1998. Applications for consideration for a Merit Increment to cover this service year shall be due at the Chair's/Director's office by 4:00 p.m., 25 May, 1999.
 - d. A Mode II Faculty member who has previously submitted an annual report in respect of 1997-98 may resubmit his/her annual report on a revised Application for Merit form should he/she wish to apply for merit in respect of 1997-98.
 - e. For the service year 1998-99, the service period shall be May 15 to the following May 15. The annual report for the service year shall be due at the Chair's/Director's office by 4:00 p.m. on May 25, 1999.
 - f. For the service year 1999-2000, and thereafter, the service period shall be May 15 to the following May 15. The annual report for all Faculty members for the service year shall be due at the Chair's/Director's office by 4:00 p.m. on May 15 of each year, commencing in 2000.
 - g. Except where there has been demonstration of unsatisfactory service, receipt of the annual report shall provide sufficient ground for payment of the CDI, where the Faculty member is eligible.
 - h. In all cases, where the due date falls on a Saturday, Sunday or holiday, the Application for Merit and/or the annual report shall be due by 4:00 p.m. on the first business day following the normal due date.
2. Late Submission
 - a. A Faculty member who submits his/her annual report to his/her Chair/Director past the due date shall only receive his/her CDI effective the first day of the month following submission, or September 1 of that year, whichever is the later.
 - b. Where a Faculty member fails to submit her/his annual report to her/his Chair/Director within one year of its due date, except where this is due to

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incapacitating illness, the Faculty member extinguishes forever her/his entitlement to receive her/his CDI in respect of the service year for which the report was intended to cover. The loss of the CDI in such cases is not appealable.

- c. A Faculty member who does not submit his/her annual report to his/her Chair/Director by the due date shall not be entitled to consideration for the Merit Increment.

3. The Annual Report

- a. The Annual Report, which shall be completed on a standardized form supplied by the Dean, shall include the following information:
 - 1. teaching responsibilities including courses taught and supervised;
 - 2. results of student evaluations of his/her teaching from the evaluation instruments contained in Appendix F;
 - 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.
- b. One copy of this report shall be placed in the Performance and Conduct File of the Faculty member and a second copy shall be provided to the relevant Faculty Merit Committee through the Chair/Director to the Dean in respect of those Faculty members who apply for a Merit Increment.

E. Merit Increment Process

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1. General
 - a. A Faculty member who wishes to be considered for a Merit Increment must complete the relevant portion of the annual report requesting such consideration. Specific instructions governing application for the service year 1997-98 are given in D, immediately above.
 - b. The Faculty member shall be required to articulate the rationale/reasons for such consideration. At his /her own choosing, the Faculty member may provide relevant supporting documentation and shall provide it if requested by the Faculty Merit Committee.
 - c. A Merit Increment may be awarded for exceptional performance in any of teaching, research, professional service, or scholarly activities, or for outstanding involvement in Department/School, Faculty or University affairs.
 - d. Exceptional performance for Faculty members will be recognized when the Faculty member's contribution is clearly beyond the level of satisfactory service required for a CDI.
 - e. A Merit Increment will be awarded only if a Faculty member's teaching is satisfactory.
2. Composition of Faculty Merit Committee:
 - a. In each Faculty there will be two Faculty Merit Committees. Each of the two Faculty-wide committees will be composed of an equal number of Faculty members, elected by the Faculty members of each Department/School, and Chairs/Directors from the Faculty, appointed by the Dean.
 - b. The election of Faculty members will be conducted by the Ryerson Faculty Association.
 - c. Every Department/School must be represented by both a Chair and an elected Faculty member on the Committee.
 - d. The term of office for the elected Faculty members shall be two years.
 - e. Each Committee will elect its own Chair to facilitate the meetings and to report the results of the Committee to the Dean. Decisions of the Committee shall be made by simple majority.
3. Process

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- a. The Chair/Director will review each Application for Merit and in the space provided, indicate either:
 1. His/her belief that the application is a fair and accurate representation of the member's activities in respect of the criteria for merit; or,
 2. His/her belief that the application is not a fair and accurate representation of the member's activities in respect of the criteria for merit. Where the Chair/Director provides such an indication, he/she shall provide reasons for his/her belief. The Chair/Director shall not compare Faculty members.
- b. Should a Chair/Director elect to comment as per 3.a.ii. above, the member will receive a copy of the comments and will have one week from receipt of the comments to provide a written response to the comments of the Chair/Director, should he/she wish to do so. This response will form part of the Application for Merit to be considered by the Committee and the Dean.
- c. Each Committee will review only applications from Faculty members who are not from any School or Department represented on the Committee.
- d. Each Committee will prepare a list ranking in order of entitlement of the applicants for the Merit Increment, indicating whether the Faculty member should receive 0, 1 or 2 merit increments. These lists shall be provided to the Dean of the Faculty.
 1. Each Committee shall first create a list of all members who should receive at least one (1) merit increment. Each Committee will then create a second list indicating those members who should receive a second increment. Each committee will then combine these two lists and order the resultant list such that each separate recommended increment appears separately in the rank order.
- e. The Dean shall not alter any recommendation from a Faculty Merit Committee nor alter the rank order of Faculty members on either of the Faculty Merit Committees' lists. The Dean shall determine the final order of the integrated lists to produce one Merit Increment ranking list for the Faculty by blending the two Committee lists.
- f. Decisions on the awarding of Merit Increment(s) shall be made without regard to the award, or non-award, of increment(s) in previous years.
- g. All information, both documentary and verbal, relating to a Faculty member's

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application for a Merit Increment shall be confidential and shall be disclosed only to individuals involved in the process of awarding the Merit Increment.

- h. Each Faculty member will be informed by letter from his/her respective Dean, as soon as practicable, as to the Merit Increment(s) they receive.
- i. Career Development Increments and Merit Increments will form part of the Faculty member's base salary.
- j. Merit Increments will be paid as of September 1 of the year in which they are awarded.

4. Appeals

- a. Decisions regarding the awarding of Merit Increments are not appealable by the Faculty member or the Association on his/her behalf, or by the University, except in cases of appeals on the basis of discrimination pursuant to Article 8 (Non Discrimination) or lack of due process.

5. Eligibility of Chairs/Directors for Merit Increments

- a. The deadlines for the Merit Increment Process for Chairs/Directors shall be the same as those outlined in Article 13.2 D. and E.
- b. The Vice President, Academic shall establish two Decanal Merit Review Committees, each consisting of three Deans, to consider merit increment(s) for Chairs and Directors.
- c. Each Decanal Merit Review Committee shall select its own Chair to facilitate the meetings and to report the results of the Committee to the Vice President, Academic. Decisions of the Committee shall be made by simple majority.
- d. Each Decanal Committee will review only recommendations in respect of Chairs/Directors who are not from any Faculty represented on the Committee.
- e. Chairs and Directors shall be required to follow the same process described in clauses E.1 and 3 above, except that the annual report will be submitted to the Dean.
- f. The Dean will review the annual reports and in the case of probationary Chairs/Directors, seek the advice of the special DAC as envisaged in the Academic Appointment article 4.6. The Dean shall then transmit a copy of annual reports to the Decanal Merit Review Committee in respect of

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Chairs/Directors who apply for a Merit Increment.

- g. Each committee will prepare a list ranking in order of entitlement of applicants for the Merit Increments, indicating whether the Chair/Director should receive 0, 1, or 2 merit increments.
- h. Each Committee shall first create a list of all Chairs/Directors who should receive at least one (1) Merit Increment. Each Committee will then create a second list indicating those Chairs/Directors who should receive a second increment. Each Committee will then combine these two lists and order the resultant list such that each separate recommended increment appears separately in the rank order.
- i. The Vice President, Academic shall review the two lists from the Decanal Committees and make the final decisions regarding the awarding of the Merit Increments.
- j. Decisions on the awarding of merit increments(s) shall be made without regard to the award, or non-award, of increments(s) in previous years.
- k. All information, both documentary and verbal, relating to the Chair's/Director's Application for Merit Increment shall be confidential and shall be disclosed only to individuals involved in the process of awarding the merit increment.
- l. Chairs/Directors will be informed by letter from the Vice President, Academic regarding the increments they will receive.
- m. Career Development Increments and Merit Increments will form part of the Chairs'/Directors' base salary.
- n. Merit Increments will be paid as of September 1 of the year in which they are awarded.
- o. The Merit Increments for Chairs/Directors shall not be drawn from the merit pool negotiated between the parties. The ratio of increments to Chairs/Directors shall approximate the ratio applicable to Faculty members.
- p. The value of a single merit increment for Chairs/Directors shall be \$1,000 regardless of salary level and shall be limited by the salary scale maxima (including the merit scale maxima for the Associate Professor and Professor ranks).

6. Appeals - Chairs/Directors

Decisions regarding the awarding of Merit Increments are not appealable by the Chair/Director or the Association on his/her behalf, or by the University, except in cases of appeals on the basis of discrimination pursuant to Article 8 (Non Discrimination) or lack of due process.

13.3 SPECIAL ALLOWANCES

1. If a Faculty member accepts an appointment by the University to perform supervisory, administrative or coordinating duties, he/she will receive extra remuneration and/or a reduced teaching or SRC load.
2. In burgeoning disciplines, a special allowance may be paid by the University. The allocation of any such allowance shall not normally exceed the member's base salary by more than 12% at the time the allocation is made.
3. In unusual circumstances which warrant exceeding the 12% limit, the University must seek the prior agreement of the RFA to do so, such agreement not to be unreasonably withheld.
4. In no case shall a burgeoning discipline allowance cause a member's salary to rise above the base salary maximum for his/her rank.
5. Such arrangements will be subject to regular review by the University , and this review will occur at intervals of not more than four (4) years.

13.4 PROFESSORS OF DISTINCTION

1. A Professor of Distinction may from time to time be engaged by the University 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% minimum on appointments to the Tenure Stream Faculty required in Article 4.3.B (Staffing).

13.5 SALARY ANOMALY ADJUSTMENTS COMMITTEE

1. A Joint Committee will be established to review applications in respect of Faculty members who believe that their salary is anomalous. The Joint Committee shall consist of three (3) members of the Association, selected by the Association and three representatives of the University, appointed by the University.

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2. The Joint Committee shall meet within 90 days of the ratification of this Agreement to review applications. Applications may be submitted by any Faculty member.
3. The Joint Committee will develop its own process, protocol and criteria to address the applications received but no member of the Joint Committee shall be eligible to apply for or to receive an anomaly adjustment.
4. The Joint Committee shall render its decisions on the applications by June 1, 1999, with any resulting changes to salary to be implemented effective July 1, 1999.
5. The decisions of the Joint Committee shall be final and binding on all parties and there shall be no appeal in respect of the committee's decision, except on the basis of discrimination pursuant to Article 8 (Non Discrimination) or lack of due process.
6. The Joint Committee shall be entitled to address salary anomalies by making adjustments to base salary. The total disbursed by the Joint Committee shall not exceed \$50,000. In the event the Joint Committee makes recommendations which exceed \$50,000, the Vice President undertakes to give serious consideration to granting further funds, but in no case would this additional amount exceed \$25,000.
7. In no case shall the anomaly adjustment lower the salary of a Faculty member.

13.6 EXTERNAL OFFERS TO CURRENT FACULTY MEMBERS

1. Where a Faculty member advises the University by documented proof by way of a written offer of employment from another educational institution which provides for a salary in excess of his/her current salary, the Vice President has the discretion to match the salary being offered to the Faculty member, up to the Faculty member's current rank ceiling.
2. The Association will be informed of the University's decision and the basis for its decision.

13.7 TERMS AND CONDITIONS OF STARTING SALARY PROVIDED TO RYERSON FACULTY ASSOCIATION

The terms and conditions of each member's starting salary determined under this Collective Agreement will be transmitted to the Association.

13.8 PAY DAY

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Salaries 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. ordinal number of the entry;
 - 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 Affairs, Dean, and Chair shall have access to the P.C.F. of any Faculty member without express permission. The President shall have authority to grant access to a member's P.C.F. to any other person, upon reasonable grounds.
 - C. The Faculty member, and with express written permission, any person designated by him/her, including a representative of the Association, will have access to the faculty member's P.C.F., provided that:
 - 1. reasonable notice is given;
 - 2. access is during normal office hours and in such a way that there shall be no undue interference with the normal routine of the University;
 - 3. 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 notify all persons who received a report based on the inaccurate or incomplete information. The

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University shall provide the faculty member concerned with a list of all persons to whom such correction has been transmitted.

- 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

15.1 TERMS AND CONDITIONS OF EMPLOYMENT

- A. The terms and conditions of employment for Professional Counsellor members shall be those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 8 (Non Discrimination), 14 (Performance and Conduct File), 17 (Professional Development Reimbursement Fund), Appendix B-3 (Re-Employment Program (Professional Counsellors)), Appendix E (Early Retirement Incentive Program), and Memorandum of Understanding 5 (Benefits for Retirees).

- B. The Association and the Board acknowledge that the primary aim of the Centre for Student Development and Counselling (hereinafter, “Centre”) is to provide the University’s students with developmental and counselling services.

- C. The Professional Counsellors (hereinafter: “Counsellors”) and the University recognize their mutual responsibility for ensuring professional standards and effective services through the maintenance of an environment conducive to mutual respect, professional growth, and consultative management.

- D. The Association and the University agree to work together in resolving questions arising out of this Article.

15.2 DUTIES AND RESPONSIBILITIES OF PROFESSIONAL COUNSELLORS

A. DUTIES AND RESPONSIBILITIES

Counsellors provide counselling and consultation services to students, and, where appropriate in respect of student needs, to staff and faculty at Ryerson.

- 1. The duties and obligations of Counsellors shall be an appropriate combination of:
 - a. individual and group counselling, program development and delivery, and counsellor training and supervision (hereinafter “Professional Duties”);

 - b. service to the university, the profession, and the community (hereinafter “Service Duties).

- 2. The assignment of duties may vary from time to time and among individual Counsellors. The appropriate combination is determined by the Director, Student Services after consultation with Counsellors in leadership roles and the individual Counsellor.

3. Rights and Responsibilities

- a. A member has certain rights, duties and responsibilities which derive from his/her position as a Counsellor in the Centre. In exercising his/her rights and in fulfilling his/her duties and responsibilities a member shall deal fairly and equitably with colleagues, staff, and users of the Centre, and shall adhere to relevant University, Student Services, and Centre policies.
 - b. The common good of society depends upon the search for knowledge and its free exposition. Academic freedom is central to the University. Counsellors who undertake SRC on their own time will have academic freedom to the extent that it does not infringe on the fundamental trust underlying the relationship between counsellors and the students.
4. Counsellors are obligated to develop and maintain their professional competence and effectiveness and to uphold the standards and ethics governing their profession.

B. PROFESSIONAL DUTIES

Professional Duties include, but are not limited to, the following:

- a) individual student assessment, counselling and case management in areas respecting
 - (i) personal/family/social matters;
 - (ii) educational, career and life planning;
 - (iii) learning enhancement and related issues;
- b) development and delivery of student group counselling, workshops and programs;
- c) training and supervision of counselling interns, practicum students and learning skills assistants.

C. SERVICE DUTIES

1. Service to the University

Consistent with their professional duties, Counsellors shall provide service to the University, both in administrative and professional ways. Such service may include, but need not be limited to:

- a) consultation with members of the University community in their dealings with students and on matters of their expertise;

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- b) collaboration with members of the University on development and implementation of programs and projects dedicated to supporting students and/or enhancing campus life;
- c) intervention into crisis incidents on campus;
- d) professional development for Ryerson staff and faculty;
- e) participation on University, Student Services and Centre committees, when invited or elected;
- f) participation in the activities of the Association.

2. Service to the Profession and the Community

Consistent with their professional duties, Counsellors have the right to participate in the activities of their profession, professional associations, learned societies and other professional and labour organizations, including, but not limited to, the Ontario Confederation of University Faculty Associations and the Canadian Association of University Teachers. When a Counsellor's service on such bodies conflicts with scheduled professional or administrative duties, the Counsellor must seek the approval of the Director, Student Services, for proposed alternative arrangements to ensure that such scheduled duties are fulfilled, such approval not to be unreasonably withheld. A Counsellor's service to such societies and associations shall be recognised.

D. OUTSIDE PROFESSIONAL ACTIVITIES

Suitable contact with the public and private sectors offers a means by which Counsellors may practise and enhance their professional knowledge and skills. Consistent with their duties, Counsellors are encouraged to participate in such activities which will enhance the standing of both the member and the University. However, except when specifically authorized to speak on behalf of the University, Counsellors must make it clear that their positions and opinions are personal.

Such activity shall be subject to the following:

- 1. such professional activity shall not conflict or interfere with the fulfilment of his/her primary duties and responsibilities with respect to students as provided in this Agreement;
- 2. such professional activities shall not reflect adversely on, or be to the detriment of, students and/or the University;

3. a written statement of the nature, scope and extent of the activity shall be given to the Director or designate who shall review the same in the light of (1) and (2) immediately above; further, a Counsellor may be required to provide the University with a “legal waiver of liability agreement” which shall be placed on the official university records.

15.3 ANNUAL REPORT

- a. Each Counsellor shall submit to the Director an annual report by May 30th. The annual report shall include the previous year’s (June 1 to May 30) activities describing the member’s contributions to the mission of the Centre. A copy of the annual report shall be placed in the Counsellor's P.C.F.
- b. The annual report shall include the following information:
 1. professional service activities relating to the assigned duties and responsibilities, including case load statistics;
 2. service to the University;
 3. service to the profession and community;
 4. any other material deemed relevant by the member.

15.4 SALARIES, INCREMENTS AND ALLOWANCES

1. Base Salary Minimum and Maximum:

- | | | |
|----|-----------------|----------|
| a. | Minimum salary: | \$41,500 |
| b. | Maximum salary: | \$78,500 |

The salary minimum shall be increased by 2.0 % (two per cent) effective July 1, 1999, and by a further 2.0 % (two per cent) on July 1, 2000. The salary maximum shall be increased by 1.0 % (one per cent) effective July 1, 1999, and by a further 1.0 % (one per cent) on July 1, 2000.

2. **Starting Salary**

Starting salary will reflect qualifications and relevant work experience.

3. **Career Development Increments**

- a. A Counsellor's salary will be increased by one Career Development Increment (CDI) annually up to the maximum for satisfactory service and is conditional upon receipt of the member's annual report. Counsellors will be eligible for their increments on September 1st each year, or on the first day of the month following submission of their annual report, whichever is later. The University reserves the right to deny this increment, giving reasons in writing, when service has been unsatisfactory.
- b. The value of the Career Development Increment for satisfactory service shall be set at \$2,000 until a member's salary reaches \$69,999.99 beyond which the value of a Career Development Increment shall be \$1,000 up to the maximum. In order to avoid members at lower base salary surpassing, due solely to the award of a larger increment, the salary of members at a higher base salary, the size of an increment may be modified. The last increment before a member's base salary reaches \$70,000 shall not take the member's salary above \$71,000.
- c. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum.

4. **One Time Only (OTO) Payment:**

- a. In addition to the above, in respect of the 1998/99 salary year, each member actively employed on the date of ratification shall receive a one-time payment of \$1200 as soon as is practicable following the date of ratification by both parties.
- b. Members on paid leave or sick leave shall receive the one-time payment.
- c. Members on unpaid leave shall receive the one-time payment upon return to active employment as a counsellor, provided the member returns within 18 months of the date of ratification.
- d. Members on Long Term Disability benefits at the date of ratification shall not receive the one-time-payment, except if such a member returns to active employment as a counsellor.

5. **Across The Board (ATB) Adjustments:**

- a. On July 1, 1998 each member who was and who continues to be an active member will receive an Across-the-Board increase of .75%. Also eligible members are those hired prior to January 30, 1999 but after July 1, 1998.
- b. On July 1, 1999 and also on July 1, 2000 each member will receive an

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Across-the-Board increase of 1.0%.

- c. Members on paid leave or sick leave shall receive the Across-the-Board adjustment.
- d. Members on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
- e. Members on Long Term Disability shall receive the Across-the-Board adjustment upon their return to active employment only in circumstances where such members return to active employment within three years of the on-set of Long Term Disability or within three years of July 1, 1998 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

6. **Sector Adjustments:**

- a. Members who were members of the bargaining unit as of 30 June 1998 and who continue to be members shall receive, as part of their base salary, a \$2,000 sector adjustment effective July 1, 1998.
- b. Sector Adjustments shall take effect July 1, 1998 except as provided below:
- c. Members on unpaid leave shall receive the sector adjustments upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
- d. Members on Long Term Disability shall receive the sector adjustments upon their return to active employment only in circumstances where such counsellors return to active employment within three years of the on-set of Long Term Disability or within three years of July 1, 1998 whichever is the earlier date. In these circumstances, the sector adjustments shall take effect on the date of return to active employment.

7. **Salary Adjustment Sequence:**

Salary adjustment will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 15.4 3., 5., 6.:

- | | |
|--------------------------|-------------------------|
| (i) Across the Board: | effective July 1st |
| (ii) Sector Adjustments: | effective July 1st |
| (iii) CDI | effective September 1st |

8. **Special Allowances**

The University may pay a stipend to a Professional Counsellor who has been appointed to perform additional supervisory or administrative duties.

9. Pay Day

Salaries 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.

15.5 VOLUNTARY REDUCED WORKLOAD

A. With the understanding that the primary purpose of the Counsellors is provided in Article 15.1 B, and further on the understanding that the decision to grant or deny a request for voluntary workload reduction is under the sole and exclusive discretion of the University and shall not be subject to the Appeals procedure (save for appeals based on Article 8), a Counsellor may request up to a 50% reduction in workload with a proportionate reduction in salary and salary related benefits, provided that:

1. the Counsellor member has a minimum full-time service of five years;
2. the reduction normally will be effective for a 12 month period;
3. the request must be made six months in advance and is subject to the approval of the Director;
4. the reduction will be distributed across the member's normal duties and responsibilities in such a manner as to minimize the impact on students, and shall be subject to operational requirements;
5. the reduction does not abrogate the member's obligation to complete any contractual obligations that form a part of her/his service duties to which the Counsellor member was obligated prior to requesting a reduced workload.

15.6 APPOINTMENT OF COUNSELLORS

A. General

1. Appointments of Counsellors shall be limited to probationary or career positions.
2. Each new Counsellor member shall be appointed by the Board on recommendation of the Vice Presidents. The appointment will have been recommended to the Vice President, Administration and Student Affairs, by the Counsellor Appointments Committee.
3. The University has the sole and exclusive authority to determine complement levels.

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4. Normally, the minimum qualification for a career stream Counsellor shall be a completed Master's degree in Counselling Psychology, or a related discipline and five (5) years of counselling experience.

B. Counsellor Appointment Committee

1. There shall be a Counselling Appointment Committee consisting of a minimum of two career Counsellors, and chaired by the Director of Student Services. The committee may be enlarged by the addition of career Counsellors provided that members' availability will not impede the committee's deliberations.

C. Appointment Procedures

1. When a vacancy has been approved for staffing, the Director shall convene a meeting of the Counsellor Appointment Committee (CAC).
2. The responsibilities of the Counsellor Appointment Committee shall be to conduct suitable search procedures for new positions, to recommend a candidate for each position, and to conduct assessments of probationary members.
3. The recommendations of the CAC will be forwarded to the Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs. The Vice Presidents have the sole discretion and authority to accept or reject the CAC's recommendation.
4. The Director shall write a letter of appointment to each professional counsellor indicating the terms of the appointment and any specific conditions or expectations to be met before transfer to Career status.

D. Probationary Period

1. The probationary period for Professional Counsellors shall be one year.
2. The probationary appointment may be extended for up to one year in accordance with the procedure set out in Article 15.6.E.
3. A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for career positions.

E. Assessment of Probationary Counsellors

1. The performance of a member on a probationary appointment shall be formally reviewed during the sixth month of her/his probationary appointment. The Director

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shall be responsible for conducting the formal review and for producing an assessment report. In accordance with the standards of the profession, the Counsellor providing clinical supervision will provide a formal assessment of the performance of the probationary counsellor and shall include in the report the formal assessments by the members of the CAC, or summaries of them. The clinical supervisor shall meet with the Director and the CAC to review the assessments and shall take their views into account when formulating the report. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career Counsellor.

2. The Director shall provide the member with a written copy of the report at least five days in advance of meeting with the member and the clinical supervisor to discuss his/her performance. The clinical supervisor shall indicate clearly any areas of performance which are not meeting the standards expected of a career Counsellor.
3. The probationary Counsellor shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the Director and the clinical supervisor. The signature does not indicate that the member agrees with the performance evaluation.
4. The member shall have the right to respond in writing to the assessment review.
5. If at any time during the probationary period, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career Counsellor, the Director and the clinical supervisor shall indicate clearly any areas of performance which need improvement, and shall provide the probationary member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the clinical supervisor may recommend dismissal to the Director.
6. No later than one month before the end of the probationary period the Director and the clinical supervisor shall have concluded a final assessment of the probationary member's performance in accordance with this Article. A copy of this report shall be given to the probationary member and the Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs, and shall include the recommendation of the Director, the clinical supervisor, and all CAC assessments, including any written opinions dissenting from the clinical supervisor's recommendation.
7. The Director shall render one of three recommendations to the Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs:
 - a. that the member be transferred to Career status;
 - b. that the probationary period be extended for up to one year either where the probationary member's performance has been marginally satisfactory and

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- may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance; or
- c. that the member's employment be terminated for failure to meet the standards expected of a career professional Counsellor.
8. The Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs shall review the recommendation of the Director. The Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs shall either (i) confirm the Director's recommendation and cause it to be implemented, or (ii) refer the recommendation back to the Director with questions.
 9. In the case of a recommendation for dismissal, the Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs shall, prior to reaching a final decision, provide the member with a full opportunity to respond to the issues raised by the Director, the clinical supervisor and by the CAC in their reviews of the member's performance.
 10. If the Vice President, Administration and Student Affairs, and the Vice President, Faculty Affairs confirms a recommendation to dismiss a probationary member, the Vice President Faculty Affairs shall provide notice according to Article 15.15 C.1.
 11. In the case of a decision to dismiss a probationary Counsellor, the Counsellor member has recourse to the Appeals Procedure subject to Article 15.15 D.1.

15.7 LEAVES OF ABSENCE

A. Without Pay

1. Leave of Absence without pay may be granted to a Career Counsellor for a period of time mutually agreeable to the University and the member. In no case shall such a leave exceed a period of 12 consecutive months.
2. A Leave of Absence without pay may be granted for the following reasons:
 - a. professional activities intended to improve the member's qualifications and thereby enhance her/his value to the University;
 - b. for personal and/or family reasons; or
 - c. for other good and sufficient purposes.
3. A member desiring a Leave of Absence without pay shall apply in writing to the Director, stating the purpose and duration of the leave. Such requests shall be made with as much

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notice as possible, if possible at least six months prior to the requested date of such leave.

4. The Director shall consider such a request and, within one month of the date of receipt of the request in writing, inform the Counsellor, in writing, of the approval or denial. Operational requirements shall be the determining factor in granting or denying such leave. All requests shall be considered and the Director shall not unreasonably deny a bona fide request submitted.
5. While on Leave of Absence without pay, the member is responsible for the payment of her/his benefit costs and premiums and pension contributions, if so elected.

B. Special Leaves

Section 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11 and 6.12 under Special Leaves of Article 6 (Leaves of Absence) shall apply to the Counsellors.

15.8 VACATION FOR PROFESSIONAL COUNSELLORS

On completion of each year of service, Professional Counsellors shall be entitled to five (5) weeks of paid vacation. Vacation credits of 2.08 days per completed month of service shall be credited to the Counsellor's vacation account as of February 1, 1999. Vacation credit may be accumulated to a maximum of double the annual entitlement. No further credits will be granted once a member reaches the maximum accumulation, unless the vacation balance is reduced below the maximum entitlement.

15.9 PROFESSIONAL DEVELOPMENT TIME

Effective September 1, 1999, at the discretion of the Director, Counsellors will be given a maximum of five (5) paid working days of time off per year for approved professional development activities. The Counsellor shall provide the Director with a written request for days off stating the nature of the professional activities to be undertaken.

15.10 APPEALS

Counsellors are entitled to the rights of appeal set out in Article 9 (Appeals), except as stated in Article 15.5.A, and 15.15.D.1. Career Counsellors shall have access to the procedures of Article 9.3; Probationary Counsellors shall have access to the procedures contained in Article 9.4 (as amended by the Memorandum of Agreement 15).

15.11 BENEFITS

The benefits applicable to Professional Counsellors shall be those specified for Faculty members in Article 12 (Benefits), and Appendices and Memoranda referred to therein.

15.12 RETIREMENT

A Career-stream Counsellor shall retire at the end of the month in which she/he reaches age 65.

15.13 RESIGNATIONS

1. In the first four months of employment a Professional Counsellor member may resign on one month's written notice.
2. Thereafter, three months' written notice is required.
3. Resignation of a Professional Counsellor member must be in writing, addressed and delivered to the Director with a copy to the Human Resources Department.

15.14 PERFORMANCE AND CONDUCT FILE

Article 14 (Performance and Conduct File) shall apply to the Professional Counsellors.

15.15 DISCIPLINE AND DISMISSAL

A. General

1. In the event of demonstrable failure of a Counsellor to fulfil the obligations defined herein, the Counsellor may be subject to discipline or may be expected to participate in personal and professional development under the guidance and advice of the Director.
2. Discipline may be recommended by the Director if, in the Director's judgement, a Counsellor 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 Counsellor will remain in her/his Performance and Conduct file but will not be considered in future disciplinary action after three years have elapsed since such discipline.
5. A recommendation to dismiss a Counsellor is initiated by the Director to the Vice President, Administration and Student Affairs, after lesser sanctions have been judged ineffective, or when dismissal is judged to be the proper action in the best interest of the University and its students. Dismissal is within the authority of the Vice President when a recommendation for dismissal is made by the Director.

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B. Dismissal

1. A probationary Counsellor member may be dismissed only pursuant to Article 15.6 E (Assessment of Probationary Counsellors) or pursuant to Article 15.15, or pursuant to Article 15.16 (Human Resource Reductions).
2. A Career Counsellor may be dismissed only for just cause and following the procedures set out in Article 15.15 or pursuant to Article 15.16.

C. Notice

1. Probationary Counsellors

- a) In the first six (6) months of employment a Counsellor member may be dismissed with one (1) month's notice or one (1) month's pay in lieu of notice.
- b) In the remainder of the Probationary period, a Counsellor member may be dismissed with one (1) month's pay in lieu of notice or the minimum provisions in the Employment Standards Act of Ontario, whichever is greater.
- c) Neither notice nor pay will be necessary in cases of gross misconduct.

2. Career Counsellors

- a) Two (2) weeks written notice of dismissal, or pay in lieu of notice, for each year of full service up to a maximum of 6 months is required with a minimum of one month's notice or one month's pay in lieu of notice.
- b) Neither notice nor pay will be necessary in cases of gross misconduct.

D. Appeals

1. A decision to terminate a Probationary Counsellor member is subject to the Appeals process as follows:
 - (a) during the first six months of a Probationary Counsellor member's employment appeals shall follow the procedures of Article 9.4 but may be based only on the grounds that dismissal was arbitrary, discriminatory, in bad faith, or not pursuant to Article 15.6 E or 15.15
 - (b) after six months' employment, Probationary Counsellors shall have full recourse to the Appeals Procedures (Article 9 Appeals) including matters covered by 15.6E and

15.15.

2. In respect of Article 15.15, Career Counsellors have full recourse to the Appeals Procedures (Article 9 Appeals).

15.16 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. Should a reduction in the number of Professional Counsellors be necessary for any reason, the University will utilize where possible normal retirement, voluntary early retirements, voluntary reduced workloads, and unpaid leaves of absence to ameliorate the effects of redundancy.
- C. Should there be a need to reduce the number of Professional Counsellors on staff the Vice President, Faculty Affairs, the Vice President, Administration and Student Affairs, and the Director shall consult with the Counsellors about the need to reduce.
- D. Once confirmed by the Vice President, Faculty Affairs, the need to reduce the number of Professional Counsellors shall be communicated in writing to the President of the Association. The Vice President, Faculty Affairs and the President of the Association together will review the formal academic qualifications of all Professional Counsellors 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. Counsellors 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 counselling centre should a transfer assignment be arranged.
 2. If one or more Counsellors expresses interest in assignment to an academic Department/School, the Vice President, Faculty Affairs 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) for the available load and interview the Professional Counsellor(s). The DAC(s) will recommend to the Dean that an acceptable and willing Professional Counsellor 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 so assigned shall be deemed a Probationary Faculty member in the Department/School and the provisions described in Article 4.4 E. (Staffing) shall be

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followed with the understanding that should the decision of the Dean concerning transfer be unfavourable the candidate shall return to the 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 4.9 (Staffing)), the aforementioned Counsellor's seniority within the receiving Department/School shall be interpreted as commencing from the date on which he/she assumed the full teaching load. Should the result be the identification of the Counsellor as redundant within the receiving department then he/she will be transferred back to the Counselling Centre with a seniority equal to his/her original seniority plus the additional amount developed within the receiving Department/School.

- E. If the provisions of clause D. above are not successful:
1. Counsellors who may be considered for lay-off shall be those with least seniority and the total number under consideration shall not exceed twice the number of redundant positions.
 2. The Director, after consultation with the Counsellors, will determine on the basis solely of seniority and ability which Counsellors are to be laid off and will so recommend to the Vice President, Faculty Affairs. 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 Counsellor who has expertise in a counselling specialization where no other Counsellor has or can acquire within a reasonable time such expertise, then such a Counsellor may not be considered for layoff. A written rationale for such a situation shall be reported to the Counselling Redundancy Review Committee (CRRC) - see 4. immediately below.
 4. As soon as a proposed Counselling Centre redundancy list is completed, it will be reviewed by the CRRC consisting of three members of the Association: an appointee of the Vice President, Faculty Affairs, an appointee of the Association Executive and a mutually acceptable third appointee as chair. No Professional Counsellor will serve on the CRRC.

The CRRC will establish its own procedures and will review the recommendations of the Director and the Vice President, Faculty Affairs, which will set out the results of

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the consultation with the Counsellors. On completion of the review, the CRRC will issue a confidential report to the Vice President, Faculty Affairs with copies to the President, the Association President, the Vice President, Administration and Student Affairs and the Director.

5. After due consideration of the CRRC report, the Vice President, Faculty Affairs will notify the Director of his/her decision. Within ten days of receipt from the Vice President, Faculty Affairs of a written decision to proceed with the lay-off(s), the Director will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Counsellor(s) of his/her (their) lay-off status and the options open to such Counsellor(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 Director.
- F. From the date of notice to the date of lay-off, the Counsellor shall retain his/her status as a Counsellor 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 Counsellor 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.
- G. If the Counsellor has not exercised the right of voluntary separation (F. 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 F. above, or
 2. enter the Counsellor Re-employment Service described in Appendix B-3 (Re-Employment Program (Professional Counsellors)).
- H. Within three years of being laid off, the Counsellor shall be offered by registered mail the first available Counsellor appointment for which he/she is qualified. Where more than one Counsellor has been laid off, offers shall be made to laid-off Counsellors 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 Counsellor to fulfil any current employment obligations. An offer made to a laid-off Counsellor under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph.

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- I. Within three years of the date of lay-off, a Counsellor 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 4.9 K. (Staffing). The Counsellor , 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.

- J. Within three years of the date of lay-off, a Counsellor 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 Counsellor .

ARTICLE 16 PROFESSIONAL LIBRARIANS

16.1 TERMS AND CONDITIONS OF EMPLOYMENT

The terms and conditions of employment for Librarian members shall be those specified in this Article, and in Articles 1 (Definitions), 2 (Terms of Agreement), 8 (Non Discrimination), 11 (Academic Freedom), 18 (Professional Development Reimbursement Fund), Appendix B-2 (Re-Employment Program (Professional Librarians)), and Appendix E (Early Retirement Incentive Program) and Memorandum of Understanding 5 (Benefits for Retirees).

16.2 DUTIES AND RESPONSIBILITIES OF LIBRARIANS

A. Duties and Responsibilities

1. The duties and responsibilities of Librarian members shall be an appropriate combination of:
 - a) professional practice which consists of providing consultation and assistance to library users and managing, maintaining and developing the library holdings and information systems based on the needs of the University within the financial resources available (hereinafter, "Professional duties");
 - b) service to the university, the profession and the community (hereinafter, "Service duties"); and
 - c) where approved by the University, scholarly, applied research and creative activities (hereinafter, "SRC duties").
2. While carrying out their duties, Librarian members shall treat 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.
3. The distribution of these responsibilities may vary between individual Librarian members. The "appropriate combination" mentioned in A.1. above, will be determined by local norms and approved by the Chief Librarian, subject to university standards.

B. Professional Duties

1. Librarian members are obliged to develop and maintain their professional competence, currency and effectiveness as librarians, and perform the professional

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duties assigned to them. Librarian members' professional responsibilities include, but need not be limited to, the following:

- a) to provide professional consultation and assistance to library users which, within the financial resources available, reflects the current state of the profession;
 - b) to manage, develop and maintain the library holdings and information systems through participation within the Library;
 - c) to adhere to Academic Council's, the Library's and the University's policies as they pertain to their assigned responsibilities;
 - d) to foster a free exchange of ideas, to refuse to practise or permit censorship, and to strive to ensure the fullest possible access to library resources, both internal and external, for members of the University community;
 - e) to be available for student and faculty consultations;
 - f) to meet scheduled appointments including workshops, classroom presentations, reference work and library management meetings and to obtain advanced approval from the Department Head/Chief Librarian for deviations from their scheduled hours or courses of studies;
 - g) to be responsible for the preparation, supervision, co-ordination and evaluation of staff assignments, where appropriate; and to be responsible for the supervision of staff, if applicable, and to participate in the administration of the Library;
 - h) to undertake special assignments.
2. Professional duties and responsibilities shall be fairly, reasonably and equitably distributed amongst Librarian members, in accordance with operational requirements.

C. SRC Duties

In circumstances where the University approves SRC activities:

1. The purpose of SRC activities by a Librarian member shall normally be to increase knowledge and understanding in information sciences.

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2. Librarian members may choose the topics, or areas in which they will carry out their SRC duties. However, the selection of topics must be consistent with the academic mission of the University and the Library's mandate, goals and priorities. The topics and/or areas in which they will carry out their SRC duties, must have the support and approval of the Chief Librarian and the Vice President, Academic, which shall not be withheld unreasonably.

D. Service Duties

Service to the University

1. Consistent with their primary professional and service responsibilities, Librarian members shall participate in the administration of their department and the Library through active membership on appropriate bodies such as departmental management groups and shall participate to a reasonable extent on other University bodies including Departmental, Library and University committees, Academic Council and the Board when called upon to do so by, or when elected to, such bodies.
2. Service to the University shall be counted as part of the Librarian member's normal workload and shall be fairly, reasonably and equitably distributed, in accordance with operational requirements.

Service to the Profession and the Community

3. Librarian 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 Librarian member's service on such bodies conflicts with scheduled professional or administrative duties, the Librarian member must seek the approval of his/her Department Head, or equivalent, and the Chief Librarian for proposed alternative arrangements to ensure that such scheduled professional and/or administrative duties are fulfilled. A Librarian member's service to such societies and associations shall be considered in the assessment of the performance of the Librarian member.
4. Librarian members are encouraged to serve the community in a manner that enhances the reputation of the University. However, except when specifically authorized to speak on behalf of the University, Librarian members must make it clear that their positions and opinions are personal.

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E. Outside Professional Activities

Suitable contact with the public and private sectors offers a means by which Librarian members may practise and enhance their professional knowledge and skills. Such activity shall be 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. This Article does not diminish the academic freedom of Librarian members recognized in Article 11, above;
3. a written statement of the nature, scope and extent of the activity shall be given to the Chief Librarian or his/her designate who shall review the same in the light of (1) and (2) immediately above;
4. the Library shall be reimbursed, at the prevailing rate set by the Library, for supplies, equipment, facilities and the space used in connection with the outside professional activity, it being understood that Library 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 Librarian 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 Librarian member represent himself/herself as an agent of the University.

16.3 ANNUAL REPORT

- A. Each Librarian member shall submit to his/her department head two copies of an annual report by May 30 of each year. The report shall include information regarding professional duties, service duties, and where appropriate, SRC duties of the Librarian member from June 1 of the previous year to May 30. One copy of this report shall be placed in the Performance and Conduct File of the Librarian member and a second copy shall be forwarded to the Chief Librarian.
- B. The annual report, which shall be completed on a standardized form supplied by the Chief Librarian, shall include the following information as appropriate:

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1. professional responsibilities, with particular reference to all assigned duties and responsibilities;
2. teaching, instructional, professional or other developmental work;
3. conference papers, presentations, exhibitions, etc. given;
4. scholarly, applied research or creative work completed or in progress;
5. research grants and contracts awarded, name of granting body, research title, amount awarded and the date of the award;
6. papers or books published or in progress;
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. Departmental, Library, Academic Council, Board, Association and other University activities;
10. contributions to Librarian member's profession;
11. contributions to Librarian member's community;
12. a statement of Librarian member's outside professional practice in the previous year;
13. an account of the academic activities pursued by the Librarian member during the term he/she did not have assigned professional duties; and
14. any other relevant information.

16.4 SALARIES, INCREMENTS AND ALLOWANCES

A. Salaries

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

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Librarian		Senior Librarian	
minimum	\$41,500	minimum	\$48,500
maximum	\$76,500	maximum	\$81,500

The salary minimum shall be increased by 2.0 % (two per cent) effective July 1, 1999, and by a further 2.0 % (two per cent) on July 1, 2000. The salary maximum shall be increased by 1.0 % (one per cent) effective July 1, 1999, and by a further 1.0 % (one per cent) on July 1, 2000.

C. Starting Salary

Starting salary will reflect qualifications and relevant work experience.

C. Career Development Increments

12. A Librarian's salary will be increased by one Career Development Increment (CDI) annually up to the maximum for satisfactory service and is conditional upon receipt of the member's annual report. Librarians will be eligible for their increments on September 1st each year, or on the first day of the month following submission of their annual report, whichever is later. The University reserves the right to deny this increment, giving reasons in writing, when service has been unsatisfactory.

13. The value of the Career Development Increment for satisfactory service shall be set at \$2,000 until a member's salary reaches \$69,999.99 beyond which the value of a Career Development Increment shall be \$1,000 up to the maximum. In order to avoid members at lower base salary surpassing, due solely to the award of a larger increment, the salary of members at a higher base salary, the size of an increment may be modified. The last increment before a member's base salary reaches \$70,000 shall not take the member's salary above \$71,000.

14. Rank promotion shall be accompanied by one CDI at the member's new rank.

15. In no case shall the award of a Career Development Increment move a member's base salary above the base salary maximum for his/her rank.

D. One Time Only (OTO) Payment:

1. In addition to the above, in respect of the 1998/99 salary year, each member actively employed on the date of ratification shall receive a one-time payment of \$1200 as soon as is practicable following the date of ratification by both parties.

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2. Members on paid leave or sick leave shall receive the one-time payment.
3. Members on unpaid leave shall receive the one-time payment upon return to active employment as a librarian, provided the member returns within 18 months of the date of ratification.
4. Members on Long Term Disability benefits at the date of ratification shall not receive the one-time-payment, except if such a member returns to active employment as a librarian.

E. **Across The Board (ATB) Adjustments:**

1. On July 1, 1998 each member who was and who continues to be an active member will receive an Across-the-Board increase of .75%. Also eligible members are those hired prior to January 30, 1999 but after July 1, 1998.
2. On July 1, 1999 and also on July 1, 2000 each member will receive an Across-the-Board increase of 1.0%.
3. Members on paid leave or sick leave shall receive the Across-the-Board adjustment.
4. Members on unpaid leave shall receive the Across-the-Board adjustment upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
5. Members on Long Term Disability shall receive the Across-the-Board adjustment upon their return to active employment only in circumstances where such members return to active employment within three years of the on-set of Long Term Disability or within three years of July 1, 1998 whichever is the earlier date. In these circumstances, the Across-the-Board adjustment shall take effect on the date of return to active employment.

F. **Sector Adjustments:**

1. Members who were members of the bargaining unit as of 30 June 1998 and who continue to be members shall receive, as part of their base salary, a \$2,000 sector adjustment effective July 1, 1998.
2. Sector Adjustments shall take effect July 1, 1998 except as provided below:
3. Members on unpaid leave shall receive the sector adjustments upon their return to active employment. This adjustment shall take effect on the date of return to active employment.
4. Members on Long Term Disability shall receive the sector adjustments upon their return to active employment only in circumstances where such librarians return to active employment within three years of the on-set of Long Term Disability or within

three years of July 1, 1998 whichever is the earlier date. In these circumstances, the sector adjustments shall take effect on the date of return to active employment.

G. Salary Adjusted Sequence

Salary adjustments will be processed in the following sequence and will take effect on the dates stipulated immediately below or as modified by clauses 16.4 C., E., F.:

- | | |
|-------------------------------|-------------------------|
| (i) Across the Board: | effective July 1st |
| (ii) Sector Adjustments: | effective July 1st |
| (iii) CDI | effective September 1st |
| (iv) Promotional Adjustments: | effective September 1st |

H. Special Allowances

The University may pay a stipend to a Professional Librarian who has been appointed to perform additional supervisory or administrative duties.

I. Pay Day

Salaries 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.

16.5 VOLUNTARY REDUCED WORKLOAD

A. On the understanding that the decision to grant or deny a request for voluntary workload reduction is under the sole and exclusive discretion of the University and shall not be subject to the Appeals procedure (save for appeals based on Article 8), a Librarian member may request up to a 50% reduction in workload with a proportionate reduction in salary, provided that:

1. the Librarian member has a minimum full-time service of five years;
2. the reduction normally will be effective for a 12 month period;
3. the request must be made six months in advance and is subject to the approval of the Chief Librarian;
4. the reduction will be distributed across the member's normal duties and responsibilities at the discretion of the Chief Librarian and subject to operational requirements;
5. the reduction does not abrogate the member's obligation to complete any contractual obligations that form a part of her/his service duties or SRC

activities to which the Librarian member was obligated prior to requesting a reduced workload;

6. the University reserves the right to limit the number of Librarians on reduced workload at any one time.

16.6 APPOINTMENT OF LIBRARIANS

A. General

1. Appointments of Librarians shall be limited to probationary or career positions, and shall normally be made at the rank of Librarian.
2. Each new Librarian member shall be appointed by the Board on recommendation of the Vice Presidents. The appointment will have been recommended to the Vice President, Academic by the Library Appointments Committee.
3. The University has the sole and exclusive authority to determine complement levels.
4. Normally, the minimum qualification for a career stream Librarian member shall be a graduate degree from a program in Library and Information Science accredited by the American Library Association.

B. Library Appointments Committee

1. A Librarians Appointment Committee (LAC) shall be established annually. Normally the committee shall consist of the Chief Librarian as the Chair, an appointed career Librarian, and an elected career status Librarian. Where a larger LAC is appropriate the committee may be expanded through the addition of one elected career status librarian and one appointed member; the latter may be drawn from other than the Library depending on the needs of the LAC for particular expertise, but shall normally be either a career status Librarian or a Tenured Faculty member.
2. The responsibilities of the LAC shall be to conduct suitable search procedures for new positions, to recommend a candidate for each position, and to conduct assessments of probationary members.
3. The recommendation of the LAC will be forwarded to the Vice President, Academic and Vice President, Faculty Affairs. The Vice Presidents have the sole discretion and authority to accept or reject the LAC's recommendation.

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4. The Chief Librarian shall write a letter of appointment to each professional librarian indicating the terms of the appointment and any specific conditions or expectations to be met before transfer to Career status.

C. Probationary Period

1. The probationary period for Professional Librarians shall be two years.
2. The probationary appointment may be extended for up to one year in accordance with the procedure set out in Article 16.6.D
3. A probationary appointment is a period of appraisal during which time the member is expected to meet the standards of performance required for career positions.

D. Assessment of Probationary Librarians

1. The performance of a member on a probationary appointment shall be formally reviewed every six months during the probationary period. The Chief Librarian shall be responsible for conducting the formal review and for producing an assessment report. The formal assessments by the members of the LAC, or summaries of them, shall be incorporated into the Chief Librarian's report. The Chief Librarian shall meet with the LAC to review the assessments and shall take their views into account when formulating the report. The Chief Librarian shall also consult with the probationary member's administrative unit/department head, if any. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career librarian.
2. The Chief Librarian shall provide the member with a written copy of the report at least five days in advance of meeting with the member to discuss his/her performance.
 1. The probationary librarian shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the Chief Librarian. The signature does not indicate that the member agrees with the performance evaluation.
 4. The member shall have the right to respond to the assessment review.
 5. If at any time during the probationary period, including prior to or subsequent to any of the first three six-month reviews, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career librarian, the Chief Librarian shall indicate clearly any areas of performance which need improvement, and shall provide the probationary

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member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the Chief Librarian may recommend dismissal pursuant to Article 16.6.D, or 16.17.A and 16.17.B.

6. No later than one month before the end of the probationary period the Chief Librarian shall have concluded a final assessment of the probationary member's performance in accordance with Article 16.6.D. A copy of this report shall be given to the probationary member and to the Vice President, and shall include the recommendation of the Chief Librarian, and all LAC assessments or summaries thereof, including any written opinions dissenting from the Chief Librarian's recommendation. The Chief Librarian shall render one of three recommendations to the Vice President: (i) that the member be transferred to Career status; (ii) that the probationary period be extended for up to one year either where the probationary member's performance has been marginally satisfactory and may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance, or (iii) that the member's employment be terminated for failure to meet the standards expected of a career professional librarian.
7. The Vice President shall review the recommendation of the Chief Librarian. The Vice President shall either (i) confirm the Chief Librarian's recommendation and cause it to be implemented, or (ii) refer the recommendation back to the Chief Librarian with questions.
8. In the case of a recommendation for dismissal, the Vice President shall, prior to reaching a final decision, provide the member with a full opportunity to respond to the issues raised by the Chief Librarian and by the LAC in his/her review of the member's performance.
9. If the Vice President confirms a recommendation to dismiss a probationary member, he/she shall provide notice according to Article 16.17.C.1.
10. In the case of a decision to dismiss a probationary librarian, the librarian member has recourse to the Appeals Procedure subject to Article 16.17.D.1.

16.7 LIBRARIAN RANKS

There shall be two ranks of Librarian:

1. Librarian and Senior Librarian.
2. All Librarians as of the date of ratification of this agreement shall hold the rank of Librarian.

3. No more than 50% of the Career Librarians may at any one time hold the Rank of Senior Librarian relative to the established career complement of librarians positions within the Library.

16.8 A. PROMOTION TO SENIOR LIBRARIAN

1. The term promotion designates the transition from Librarian to Senior Librarian.
2. Professional Librarians may apply for promotion by forwarding a request to the Vice President, Academic. Such requests, and all accompanying documentation, must be received by the Vice President, Academic, copied to the Chief Librarian, not later than October 1 for consideration for promotion with effect from the beginning of the next academic year (September 1).
3. The Vice President, Academic shall ensure that a Library Promotion Committee is established by December 1 to consider requests for promotion.

B. Eligibility for Promotion:

1. For promotion to the rank of Senior Librarian, the candidate normally must:
 - a) be a career employee;
 - b) have served as a career employee at the University for a minimum of five (5) years;
 - c) hold an accredited graduate degree in Library Science.

C. Library Promotion Committee:

1. A Librarians Promotion Committee (LPC) shall be established annually (by December 1).
2. The LPC shall consist of 2 Senior Librarians, one elected by the Professional Librarians and one chosen by the Chief Librarian, and shall include the Chief Librarian as Chair of the LPC. For the initial transition and until there are at least 2 Professional Librarians promoted to the rank of Senior Librarian, two external Librarians shall be asked to form the LPC. One shall be chosen by the Chief Librarian and the second shall be elected by the Professional Librarians.
3. The recommendation of the LPC shall be forwarded to the Vice President, Academic for approval and if appropriate, transmission to the Board.

D. Evaluation Criteria:

1. Evaluation of professional competence and performance shall be based on the principal responsibilities of Professional Librarians as set out in Article 16.2 and shall include their assigned responsibilities. Professional competence and performance may be demonstrated by the attainment of recognized professional qualifications, performance of assigned responsibilities in an effective manner and continuing efforts to maintain competence and contribute to advances in the profession.
2. For promotion to the rank of Senior Librarian the candidate normally must:
 - a) demonstrate an overall high standard of performance in discharging his/her duties and responsibilities as a professional librarian;
 - b) demonstrate on-going efforts to contribute to the university and the community;
 - c) demonstrate, where appropriate, satisfactory application to scholarly, applied research and creative activities.

E. Assessment Criteria:

For evaluation purposes members of the LPC shall be guided by, but not limited to, the examples listed below:

1. Professional Duties:
 - a) professional competence as demonstrated by knowledge applied within the position in an effective and efficient manner on an on-going basis;
 - b) ability to communicate and interact effectively and co-operatively with all colleagues and patrons;
 - c) ability to relate his/her functions to the overall goals of the Library and/or the University;
 - d) ability to take initiative and to be innovative;
 - e) special skills and aptitudes which are utilized in the performance of his/her duties.

2. Service Duties:

- a) supervision, or co-ordination, of Library personnel or activities;
- b) demonstrated administrative ability or capacity for administration;
- c) service and leadership in library-wide and university affairs;
- d) service in the community and professional associations.

3. SRC Activities:

- a) publication of books, articles, reviews and reports of a scholarly or instructional nature and relevant contributions of a creative nature, as well as consideration of the extent of the candidate's intellectual activity in support of the research activities of others;
- b) formal study taken to broaden and/or improve skills or relevant professional subject knowledge;
- c) study for relevant advanced professional and/or related academic qualifications;
- d) active participation in professional associations;
- e) efforts for professional growth through further study (including attendance at workshops);
- f) contributions in matters of Library administration (e.g. Committee work).

F. Promotion Procedures:

- 1. The LPC shall invite the candidate to appear at a meeting for clarification of his/her application. Such an invitation shall be given in writing and shall identify the matters requiring clarification. Reasonable notice shall be given. The candidate has a right to decline such an invitation.
- 2. The LPC shall make a recommendation to the Vice President, Academic in writing stating the reasons for their decision.
- 3. The Vice President, Academic shall review the recommendation and either:
 - a) confirm the recommendation of the LPC; or

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- b) overturn the recommendation of the LPC stating the grounds for the rejection of the Committee's decision.
4. The decision of the Vice-President, Academic shall be communicated in writing to the candidate, the LPC and the Vice President, Faculty Affairs.
5. In the case of a negative recommendation the candidate may in writing rebut the assessments and recommendations within 14 days of the decision.
6. A copy of the LPC's assessment and recommendations as well as any rebuttal shall be placed in the librarian's PCF.
7. Professional Librarians who are denied promotion shall not be eligible, for a period of two years, to apply for promotion .
8. Denial of promotion may be appealed only if the Vice President, Academic overturns the decision of the Library Promotion Committee.

G. Dossier

Each candidate for promotion shall assemble a file/dossier containing the relevant documentation. It is the candidate's responsibility to maintain his/her dossier of professional activities and any other information that the member deems relevant to his/her professional practice.

The following documents must be attached to the application for promotion and submitted at the time of application:

1. a current CV of the applicant;
2. copies of the candidate's annual reports;
3. a list of responsibilities for the current and previous posts held;
4. a statement describing the nature and extent of the service and other professional activities as related to the criteria outlined above that the applicant wishes to have considered in the examination of the application;
5. a list of three (3) or more names supplied by the candidate to be used as referees.

16.9 LEAVES OF ABSENCE

A. Without Pay

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1. Leave of absence without pay may be granted to a Career Librarian for a period of time mutually agreeable to the University and the member. In no case shall such a leave exceed a period of 12 consecutive months.
2. A Leave of Absence without pay may be granted for the following reasons:
 - a) professional activities intended to improve the member's qualifications and thereby enhance her/his value to the University;
 - b) for personal and/or family reasons; or
 - c) for other good and sufficient purposes.
3. A member desiring a Leave of Absence without pay shall apply in writing to the Chief Librarian stating the purpose and duration of the leave. Such requests shall be made with as much notice as possible, but in no case, with no less than six months' notice prior to the requested date of such leave.
4. The Chief Librarian shall consider such a request and, within one month of the date of receipt of the request in writing, inform the Librarian, in writing, of the approval or denial. The Library's operational requirements shall be the determining factor in granting or denying such leave. All requests, however, shall be considered and the Chief Librarian shall not unreasonably deny a bona fide request submitted within the process and time limits established.
5. While on leave of absence without pay, the member is responsible for the payment of her/his benefit costs and premiums and pension contributions, if so elected.

B. Paid Leave of Absence for Professional Development/Study

Professional Development/Study Leave for all eligible Career Librarians may be permitted under the following criteria and eligibility requirements:

1. One position per year, or a combination of more than one, but adding up to no more than the equivalent of one career position; for example two librarians at six months each.
2. Such leave shall be fully financed by the operating budget of the Library. No additional funds from the University or its sectors shall be required to support such leave either through financial or human resources. No replacement monies shall be transferred to permit and allow such leave. Nor shall the cost of premiums and other payment for benefits coverage and pension contributions which are normally paid by the university be eligible for

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subsidy. All study leaves approved by the Chief Librarian shall be fully and entirely financially supported by the Library's operating budget.

3. Requests for such leave shall be subject to both financial and operational requirements.
4. Only Career Librarians with a minimum of six years' satisfactory performance may apply.
5. Salary paid during such approved leave shall be as follows:
 - a) 60% of the Librarian's salary for leaves of 6 months to 12 months in duration;
 - b) 75% of the Librarian's salary for leaves of less than 6 months in duration.
6. A member is not eligible for more than 12 months (if taken at the 60% salary rate) or 6 months (if taken at the 75% salary rate) of paid personal development/study leave within a seven (7) year period.
7. Upon return from such paid leave, the Librarian shall be required to submit a report to the Chief Librarian regarding the activities undertaken and achievements during the leave. This report shall be placed in the Librarian's PCF.

C. Special Leaves

Section 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10, 6.11 and 6.12 under Special Leaves of Article 6 (Leaves of Absence) shall apply to the Professional Librarians.

16.10 VACATION FOR PROFESSIONAL LIBRARIANS

Professional Librarians shall be entitled to five (5) weeks of paid vacation after completion of each year of service. Vacation credits of 2.08 days per completed month of service shall be credited to the Librarian's vacation account as of February 1, 1998. Vacation credit may be accumulated to a maximum of double the annual entitlement. No further credits will be granted once a member reaches the maximum accumulation, unless the vacation balance is reduced below the maximum entitlement.

16.11 PROFESSIONAL DEVELOPMENT TIME

At the discretion of the Chief Librarian, Professional Librarians will be given a maximum of ten paid working days of time off per year for approved professional development activities.

16.12 APPEALS

Professional Librarians are entitled to the rights of appeal set out in Article 9 (Appeals), except as stated in Article 16.5.A, 16.8.F.8. and 16.17.D.1. Career Librarians shall have access to the procedures of Article 9.3; Probationary Librarians shall have access to the procedures contained in Article 9.4 (as amended by the Memorandum of Agreement 15).

16.13 BENEFITS

The benefits applicable to Professional Librarians shall be those specified for Faculty members in Article 12 (Benefits), and Appendices and Memorandum referred to therein.

16.14 RETIREMENT

A Career-stream Librarian shall retire at the end of the month in which she/he reaches age 65.

16.15 RESIGNATIONS

In the first four months of employment a Professional Librarian member may resign on one month's written notice.

Thereafter, three months' written notice is required.

Resignation of a Professional Librarian member must be in writing, addressed and delivered to the Chief Librarian with a copy to the Human Resources Department.

16.16 PERFORMANCE AND CONDUCT FILE

Article 14 (Performance and Conduct File) shall apply to the Professional Librarians.

16.17 DISCIPLINE AND DISMISSAL

A. General

1. In the event of demonstrable failure of a Professional Librarian member to fulfil the obligations defined herein, the Professional Librarian member may be subject to discipline or may be expected to participate in personal and professional development under the guidance and advice of the Chief Librarian.
6. Discipline may be recommended by the Chief Librarian, if in the Chief Librarian's judgement, a Professional Librarian member is failing to fulfil the defined obligations and/or has not responded adequately within a reasonable time to guidance and advice for improvement.

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7. 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.
8. Records of disciplinary action taken against any Professional Librarian member will remain in her/his Performance and Conduct file but will not be considered in future disciplinary action after three years have elapsed since such discipline.
9. A recommendation to dismiss a Professional Librarian member is initiated by the Chief Librarian to the Vice President after lesser sanctions have been judged ineffective, or when dismissal is judged to be the proper action in the best interest of the University and its students. Dismissal is within the authority of the Vice President when a recommendation for dismissal is made by the Chief Librarian.

B. Dismissal

1. A probationary Librarian member may be dismissed only pursuant to Article 16.17.A or pursuant to Article 16.6, or pursuant to Article 16.18 Human Resource Reductions.
2. A Career Librarian may be dismissed only for just cause and following the procedures set out in Article 16.17 A, or pursuant to Article 16.18 Human Resource Reductions.

C. Notice

1. Probationary Librarians
 - a) In the first six (6) months of employment a Librarian member may be dismissed with one (1) month's notice or one (1) month's pay in lieu of notice.
 - b) In the remainder of the Probationary period, a Librarian member may be dismissed with one (1) month's pay in lieu of notice or the minimum provisions in the Employment Standards Act of Ontario, whichever is greater.
 - c) Neither notice nor pay will be necessary in cases of gross misconduct.
2. Career Status Librarians

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- a) Two (2) weeks written notice of dismissal, or pay in lieu of notice, for each year of full service up to a maximum of 6 months is required.
- b) Neither notice nor pay will be necessary in cases of gross misconduct.

D. Appeals

- 1. A decision to terminate a Probationary Librarian member is subject to the Appeals process as follows:
 - a) during the first twelve months of a Probationary Librarian member's employment appeals shall follow the procedures of Article 9.4 but may be based only on the grounds that dismissal was arbitrary, discriminatory, in bad faith, or not pursuant to Article 16.17 or 16.6.
 - b) after twelve months employment, Probationary Librarians shall have full recourse to the Appeals Procedures (Article 9 Appeals).
- 2. In respect of Article 16.17, Career Status Librarians have full recourse to the Appeals Procedures (Article 9 Appeals).

16.18 HUMAN RESOURCE 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. Should a reduction in the number of Professional Librarians be necessary for any reason, the University will utilize where possible normal retirement, voluntary early retirements, voluntary reduced workloads, and unpaid leaves of absence to ameliorate the effects of redundancy.
- C. The need to reduce the number of Professional Librarians on staff shall be identified by the Vice President, Faculty Affairs or his/her designate in consultation with the Vice President, Academic and the Chief Librarian.
- D. Once confirmed by the Vice President, Faculty Affairs or his/her designate, the need to reduce the number of Professional Librarians shall be communicated in writing to the President of the Association. The Vice President, Faculty Affairs or his/her designate and the President of the Association together will review the formal academic qualifications of all 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.

Article 16

1. 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 should a transfer assignment be arranged.
2. If one or more Professional Librarians expresses interest in assignment to an academic Department/School, the Vice President, Faculty 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 Librarian(s) for the available load and interview the Professional Librarian(s). The DAC(s) will recommend to the Dean that an acceptable and willing 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 Librarian so assigned shall be deemed a Probationary Faculty member in the Department/School and the provisions described in Article 4.4 E. (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 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 4.9 (Staffing)), the aforementioned Professional Librarian's seniority within the receiving Department/School shall be interpreted as commencing from the date on which he/she assumed the full teaching load. Should the result be the identification of the Professional Librarian as redundant within the receiving department then he/she will be transferred back to the library with a seniority equal to his/her original seniority plus the additional amount developed within the receiving Department/School.

- E. If the provisions of clause D. above are not successful:
 1. Professional Librarians who may be considered for lay-off shall be those with least 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 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:

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- a) performance as a Professional Librarian;
 - b) professional self-development;
 - c) contribution to the library environment
3. If a Professional Librarian who has expertise in an area of library specialization where no other Professional Librarian has or can acquire within a reasonable time such expertise, then such a Professional Librarian may not be considered for layoff. A written rationale for such a situation shall be reported to the Library Redundancy Review Committee (LRRC) - see 4. immediately below.
 4. As soon as a proposed library redundancy list is completed, it will be reviewed by the LRRC consisting of three members of the Association: an appointee of the Vice President, Faculty 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 Chief Librarian nor a Professional Librarian referred to in D. 2. above can serve on the LRRC.

The LRRC will establish its own procedures and will review the recommendations of the Chief Librarian and Vice President, Academic, referred to in D. 2. above. On completion of the review, the LRRC will issue a confidential report to the Vice President, Faculty Affairs or his/her designate with copies to the President, the Association President, the Vice President, Academic and the Chief Librarian.

5. After due consideration of the LRRC report, the Vice President, Faculty Affairs or his/her designate will notify the Chief Librarian of his/her decision. Within ten days of receipt from the Vice President, Faculty Affairs or his/her designate of a written decision to proceed with the lay-off(s), the Chief Librarian will notify, as soon as possible and in no case later than six months before the date of lay-off, the affected Professional Librarian(s) of his/her (their) lay-off status and the options open to such 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.
- F. From the date of notice to the date of lay-off, the Professional Librarian shall retain his/her status as a 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;

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2. he/she will waive all rights of participation in the Professional Librarian Re-Employment Program (Appendix B-2); and
 3. he/she will retain his/her right of recall (see H., I. and J. below) and his/her right of Appeal (see Article 9) (Appeals) with respect to recall.
- G. If the Professional Librarian has not exercised the right of voluntary separation (F. 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 clause F. above; or
 2. enter the Professional Librarian Re-Employment Program described in Appendix B-2 (Re-Employment Program (Professional Librarians)).
- H. Within three years of being laid off, the Professional Librarian shall be offered by registered mail the first available Professional Librarian appointment for which he/she is qualified. Where more than one Professional Librarian has been laid off, offers shall be made to laid-off 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 Librarian to fulfil any current employment obligations. An offer made to a laid-off Professional Librarian under this paragraph, but refused by him/her without compelling grounds, extinguishes all rights under the provisions of this paragraph.
- I. Within three years of the date of lay-off, a 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 been filled by Faculty entitled to these positions under the provisions of Article 4.9 K. (Staffing). The 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.
- J. Within three years of the date of lay-off, a 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

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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 Librarian.

ARTICLE 17 MIDWIFERY FACULTY

17.1 GENERAL

- A. The terms and conditions of employment for Midwifery faculty shall be the provisions of the current collective agreement between the Ryerson Faculty Association and the Board of Governors of Ryerson Polytechnic University as it applies to faculty members hired after December 31, 1992, save and except where said agreement is modified by this Article.
- B. Midwifery faculty members shall not be required to reduce their financial entitlement from the University in light of any remuneration received from their work as registered midwives, except as foreseen by the limitations in Article 6.2 D of the collective agreement.
- C. Midwifery faculty members will teach a proportion of the full time academic teaching load in any academic year according to their FTE (or over a 16 month period if the faculty member is participating in the Teaching/Clinical rotation of the Midwifery Education Program). The normal average proportion of the full time teaching load normally shall not exceed 60% for midwifery faculty members and 80% in respect of the Director's appointment.
- D. For purposes of calculating periods of time for eligibility for tenure and promotion reviews, for sabbatical leave, for salary increases, and for vacation, midwifery faculty members shall be considered full-time employees as of their date of employment with the University. Teaching and clinical terms shall be included in calculating eligibility for the above. The actual benefit level for vacation, sabbatical salary, and salary increases will be proportional to the actual workload of the individual faculty member consistent with the relevant paragraphs of this Article.

17.2 WORKLOAD PROVISIONS

- A. The workload provisions as articulated in the Collective Agreement between Ryerson University and the Ryerson Faculty Association, specifically, Article 10, clauses 10.11 through to 10.16 inclusive, as amended by Article 17.2 b, c, and d, shall apply to the midwifery faculty in the Midwifery Education Program.
- B. It is understood that each Midwifery faculty member will be employed by Ryerson for a minimum of 50% of a full-time position with the requirement that the midwifery faculty member will maintain a midwifery practice sufficient to qualify for, and to maintain, current registration with the College of Midwives. It is expressly understood that the Midwifery Education Program is under no obligation to provide faculty members with more than 50% of a full-time position. Teaching and other responsibilities will be adjusted accordingly. Midwifery faculty members covered by

this Agreement shall have teaching as the focus of emphasis unless specifically agreed otherwise by the member and the University.

- C. The Midwifery Program may offer additional teaching and other responsibilities to midwifery faculty. Such an offer is at the sole discretion of the Director of the Midwifery Education Program and subject to the approval of the Dean of Community Services, and the lack of such an offer shall not be grievable, nor will an appeal board or an arbitrator have any jurisdiction to entertain such a grievance or complaint. Except as noted below in Article 17.3, the provision of more than 50% of a full-time position in a given academic year will not affect the guarantee of a minimum of 50% of a full-time position in the subsequent year.
- D. Notwithstanding the above, and subject to the approval of the Dean of Community Services, Midwifery faculty may be offered and may accept to work 60% of a full-time position, averaged over a full rotation cycle, selecting the workload option described below, consisting of a teaching rotation and a clinical rotation. Within this context a teaching term or teaching rotation refers to midwifery faculty members focusing on discharging their duties and obligations as set out in the Workload Provisions, Article 10. A clinical term or clinical rotation refers to midwifery faculty members focusing their activities on their respective clinical practices.

17.3 ROTATION OPTION

- A. Midwifery faculty may alternate two terms of full time teaching, pursuant to the provisions of Article 10, Workload, Mode II, and two terms of full time clinical practice.
- B. When on clinical rotation, 1 day of every week will be available for university work, pursuant to the provisions of Article 10, Workload, Mode II.
- C. When on teaching rotation, 1 day of every week will be available for clinical work (practice meetings, prenatal and postnatal appointments etc.).
- D. There will be an automatic rotation around the calendar of terms in which the individual will be teaching or practising.
- E. One out of three teaching terms will be devoted to scholarly, research or creative activity.
- F. Article 10.12 B.5 shall not apply

17.4 SALARY

- A. For midwifery faculty on approved rotation, salary will be paid as follows:

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1.
 - a) 100% of salary (1.0 F.T.E.) during the term(s) the midwifery faculty member teaches full time at Ryerson; and,
 - b) 20% of salary (0.2 of an F.T.E.) during clinical practice terms.
 - c) The pay cycle shall be the cycle normally applicable to other RFA members.
2. For employment insurance purposes the parties agree that a 35 hour work week shall be deemed to constitute a full work week for individuals teaching a full load. Further, for individuals who work a percentage of a full load (reduced workload) the 35 hour work week shall be reduced accordingly by the appropriate percentage for employment insurance purposes only.
3. Salary increases shall be in accordance with the processes applicable to other RFA faculty, with actual salary paid pro-rated according to the percentage workload undertaken and approved.
4. Salary paid to a faculty member on approved sabbatical leave shall be calculated in respect of all years contributing to the faculty member's entitlement based on the average of proportional workload during the qualifying period leading up to the sabbatical leave.

17.5 BENEFITS AND PENSION

- A. With respect to benefits, midwifery faculty in the Midwifery Education Program shall participate in the benefits package that is available for Faculty members as outlined in the collective agreement between the Ryerson Faculty Association and the University. Specifically, the parties recognize that:
 1. Salary related benefits shall be pro-rated according to the percentage workload undertaken and approved.
 2. Participation in the Ryerson Retirement Pension Plan is a mandatory condition of employment. The midwifery faculty member shall contribute to the pension plan on the basis of actual salary paid, according to the rules of the Plan. Service credits in the pension plan shall also be adjusted accordingly, that is pro-rated according to percentage of actual salary paid relative to the full notional salary.
 3. The pension plan shall be financed according to the rules of the Plan document and the employment insurance shall be financed as provided by the relevant regulations/legislation, and the other benefits shall be financed

entirely by the University except Private Accident Insurance which shall be financed entirely by the individual midwifery faculty member.

17.6 VACATION

For every three (3) teaching terms, Midwifery faculty in the Midwifery Education Program will be entitled to 5 weeks vacation, normally to be taken within the span of every three teaching terms. Such vacation shall normally be taken during their non-teaching, teaching term. Following the completion of twenty years of service, this entitlement shall be increased to six weeks. It is understood that the five and six week periods do not include those periods when the University is closed.

17.7 APPEALS

Except as provided in 17.2 and 17.3, Workload Provisions, above, midwifery faculty may appeal other matters pursuant to the RFA Collective Agreement, Article 9, Appeals, specifically 9.4 and as such article has been amended between the parties by Memorandum of Understanding 15.

17.8 REDUNDANCY AND LAY-OFF

A. Redundancy and Lay-Off

1. Notwithstanding Article 4.9 and Appendix B-1 of the collective agreement, in the event that the government funding is withdrawn, in whole or in part, from Ryerson Polytechnic University as it relates to the funding of the Midwifery Program, the Midwifery Program shall be closed or reduced at the sole discretion of the University.
2. If the University decides to reduce or to close the program in accordance with (a), or for any other reason, the University will make every effort to explore potential employment options within the Midwifery consortium should such a program continue at one of the other universities.
3. In the event that a midwifery faculty member is offered a position at one of the other Universities within the consortium, her employment relationship with Ryerson shall be terminated without the requirement for notice or severance payments. Notwithstanding the above, if the position is offered and the faculty member declines this offer on the basis of demonstrated undue hardship, then the faculty member would be entitled to notice and severance according to the terms of this Article.
4. In the event that the midwifery faculty are not able to secure a position with the other universities within the consortium, the University shall provide notice of redundancy as follows to the affected midwifery faculty members:

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- a) The University shall provide notice or payment in lieu to the redundant midwifery faculty members as soon as possible after confirmation from the government that the funding shall not be continued for Ryerson Polytechnic University, or for other reasons, and in no case later than six months before the date of redundancy.
 - b) From the date of notice to the date of redundancy, the Midwifery faculty member shall retain her/his status as a tenured faculty member unless she/he voluntarily arranges an employment separation.
 - c) On the separation date the faculty member will receive a separation allowance equal to one-half month's salary per year of service to a maximum of six months' salary, pro-rated according to the average proportion of workload for the member's last six years of employment.
- 5.
- a) The Midwifery Faculty members who may be considered for lay-off shall be those with least seniority in the Program and the total number under consideration shall not exceed twice the number of redundant positions.
 - b) The Director of the Program and the Dean will determine on the basis solely of seniority and ability which Faculty members are to be laid off. For this determination, seniority and ability shall weigh equally. In assessing ability, the following are some of the guidelines to be considered:
 - i) academic performance;
 - ii) professional self-development;
 - iii) contribution to the instructional environment and process.
 - c) If a Faculty member who has expertise in an area of specialization taught by the Program 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 provided to the Association.

B. Notice of Available Positions

1. During the three years following the date of lay-off, the Faculty member shall be notified by registered mail, of all academic positions approved by the University for filling 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 Article 4.9 J. 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.

2. 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.
3. It is the midwifery faculty member's responsibility to ensure that the University has his/her most current address on file.
4. The Association and midwifery faculty members shall indemnify and save harmless the University from any liability arising out of the non-receipt of such postings by an individual midwifery faculty member.

C. Program Reinstatement

1. In the event that the midwifery program is reinstated at the University within a period of three years from the effective date of lay-off, the midwifery faculty members shall have the right to be recalled to available teaching positions, for which they are qualified, and to be placed at the rank and step they held at the date of separation. 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, and then in order of seniority. A reasonable period shall be provided for taking up the offer in order to enable the Faculty member to fulfil his/her current employment obligations. An offer made to a faculty member under this provision, but refused by him/her without compelling grounds, extinguishes all rights under this provision.
2. The midwifery faculty member to be recalled shall be sent appropriate notice by registered mail at his/her last address on file with the University.

17.9 DISCLAIMER

- A. Article 10.12 B.5 of the collective agreement, in respect of teaching terms, shall not apply to midwifery faculty.

- B. The following articles of the collective agreement shall not apply to midwifery faculty unless or until the Midwifery Education Program is fully funded by the Ministry of Education and Training (MET) on an ongoing basis, as part of Ryerson's Basic Operating Grant.
 - a) Article 4.9 Faculty Redundancies
 - b) Appendix B-1 Faculty Re-employment Program

ARTICLE 18 PROFESSIONAL DEVELOPMENT REIMBURSEMENT FUND

1. The University recognizes that the duty of faculty members, Professional Librarians and Professional Counsellors to maintain academic and/or professional competence and currency will, from time to time, necessitate the incurring of expenses.

2. Recognizing that it is the principal beneficiary of such competence and currency, the University will establish a Professional Development Reimbursement Fund from which individual members of the Association shall be reimbursed for eligible expenses according to University policies and Revenue Canada requirements.

3. The limit placed on such reimbursement to each member, as of July 1 in each year, shall be \$300. for 1998-99, \$600. for 1999-2000 and \$700. for 2000-01 and thereafter, with any unused portion being carried forward to the following year.

4. The maximum cumulative reimbursement fund shall not exceed \$2000. within any given year.

**ARTICLE 19 RESIGNATIONS, EARLY RETIREMENTS AND NORMAL
RETIREMENTS**

1. In the first four months of employment, a Faculty member may resign on one month's written notice; thereafter, three months written notice is required, with the resignation normally to take effect at the end of a term, that is, the end of May, the end of August or the end of December.
2. Requests for early retirement shall normally require three months written notice, with the retirement to take effect at the end of a term.
3. Resignation or request for early retirement by a faculty member must be in writing, addressed and delivered to the Chair/Director of his/her Department/School with a copy to the Human Resources Department. The Human Resources Department shall transmit a copy of such resignation or retirement to the Ryerson Faculty Association.
4. Normally, a faculty member shall retire on August 31 following his/her 65th birthday.

ARTICLE 20 DISCIPLINE AND DISMISSAL

A. DISCIPLINE

1. Discipline normally will be considered in terms of appropriate progressive sanctions.
2. A member may be disciplined only for just, reasonable and sufficient cause which would include, but is not necessarily limited to, demonstrable persistent failure to fulfil the obligations defined in Article 7.
3. Prior to imposing discipline, and in light of the belief of the two parties that correction rather than punishment is the preferred solution, the employer shall consider whether any alleged problem may be remedied by a course of personal and/or professional development under the guidance and advice of the Chair.
4. Where such remedial action is deemed inappropriate or has not proved successful, the employer may commence disciplinary action.
5. A member has the right of Association representation at any meeting between the member and the Chair/Director, Dean or Vice-President which may lead to disciplinary measures being imposed by the University. The member has the same right to representation at any meeting at which disciplinary measures are imposed.
6. At the time that the employer imposes discipline against a member, the member shall be notified in writing both via the member's Department/School and by registered mail to the member's last known address of the disciplinary action and the specific details of the alleged cause for the discipline.
7. Letters of warning or reprimand must be clearly identified as being disciplinary measures and must contain a clear statement of the reasons for taking this action. A copy of such a letter shall be placed in the Performance and Conduct File of the member and he/she shall also be informed of this in the letter of warning or reprimand.
8. Records of any disciplinary action taken against a Faculty member shall remain in her/his Performance and Conduct File for a period of three (3) years and shall then be removed if no further disciplinary action has, in the three-year period, been taken against the member. Where further disciplinary action has been taken, the three-year period shall commence anew on the date of the further action. Records that have been removed shall not be considered in future disciplinary action.
9. Except in cases of gross misconduct, disciplinary action against a Faculty member shall use no documentary evidence other than that included in his/her Performance and Conduct File.

10. All disciplinary measures are grievable under Article 9 (Appeals).

B. DISMISSAL

5. Dismissal means the termination of employment by the employer without the consent of the employee. It does not include non-renewal of a probationary or limited term appointment, denial of tenure, retirement or redundancy (layoff).

6. Action to dismiss a member lies within the authority of the President, following a recommendation for dismissal from the Vice-President and the Dean after consultation with the Chair/Director.

7. Tenured Faculty Members

a. A Tenured Faculty member may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article 7 (Obligations), or for gross misconduct.

b. Six (6) months' written notice of dismissal is required in the case of Tenured Faculty members. At its discretion, the University may elect to pay six (6) months salary in lieu of notice to dismissed Tenured Faculty members, or some combination of notice and pay in lieu of notice totalling six (6) months.

c. Neither notice nor pay shall be necessary in cases of gross misconduct.

d. Dismissal is grievable under Article 9 (Appeals).

8. Dismissal of Probationary Faculty Members

a. A probationary Faculty member may be dismissed during the first twelve months of employment only where there is a demonstrable failure of the member to fulfill his/her obligations as defined in Article 7 (Obligations), or for gross misconduct. The decision to terminate a probationary Faculty member shall be made by the Vice President, upon the recommendation of the Dean in consultation with the Chair / Director. Prior to making this decision, the Vice President must satisfy him/herself that the probationary Faculty member was advised of the concerns and, if appropriate, was provided with an opportunity to improve.

b. After the first twelve months of employment, a probationary Faculty member may be dismissed only for continuing incompetence, or serious and persistent neglect of obligations as defined in Article 7 (Obligations), or for gross misconduct..

c. Six (6) months' written notice of dismissal is required in the case of probationary Faculty members. At its discretion, the University may elect to pay six months salary

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in lieu of notice to a dismissed probationary Faculty member, or some combination of notice and pay in lieu of notice totalling six months.

d. Neither notice nor pay shall be necessary in cases of gross misconduct.

e. Dismissal is grievable under Article 9 (Appeals).

C. CRIMINAL CHARGES

The parties recognize that a criminal charge or conviction is not in itself grounds for discipline or dismissal.

APPENDIX A SALARY CONTINUATION AND DISABILITY PROTECTION PLAN

Salary Continuation and Disability Protection Plan

Participation in Salary Continuation and Disability Protection Plan 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 this coverage.
- 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, the S.C.D.P. Plan, and the 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.
 - 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.

APPENDIX B-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 4.9 J., K. and L. (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 4.9 J. and K. (Staffing)) and his/her right of Appeal (Article 9 (Appeals)).

Appendix B - 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 Affairs or his/her designate, one person appointed by the Association President, and one person appointed by the President.

APPENDIX B-2 RE-EMPLOYMENT PROGRAM (PROFESSIONAL LIBRARIANS)

- A. It is agreed that the University will establish and fund a Professional Librarian re-employment service (LRS) for redundant Professional Librarians.
- B. A 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 Librarian will retain his/her regular Professional Librarian status with the University.
- C. The time period for LRS program participation eligibility would be not less than one month and not more than twenty-four months. While participating in the program, the 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 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 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 H., I., or J. of Article 16.18 (Professional Librarians), these latter provisions shall prevail. Salary shall be as envisaged in J. of Article 16.18 (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, 16.18 H Professional Librarians) and his/her right of appeal (Article 9) (Appeals).

Appendix B-2

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

APPENDIX B-3 RE-EMPLOYMENT PROGRAM (PROFESSIONAL COUNSELLORS)

- A. It is agreed that the University will establish and fund a Professional Counsellor re-employment service (CRS) for redundant Professional Counsellors.
- B. A redundant Professional Counsellor 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 will retain his/her regular Professional Counsellor status with the University.
- C. The time period for CRS 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 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 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 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 H., I., or J. of Article 15.16 (Professional Counsellors), these latter provisions shall prevail. Salary shall be as envisaged in J. of Article 15.8 (Professional Counsellors).
 - 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, 15.16 H (Professional Counsellors)) and his/her right of appeal (Article 9 (Appeals)).

Appendix B-3

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

APPENDIX C WAIVER OF TUITION FOR FACULTY AND DEPENDENTS

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

- I. Faculty means all Tenured and Probationary Faculty members as defined in the Agreement. LTF's shall be eligible for this benefit after completing twelve months (12) of continuous service and only for the duration of their LTF appointment.
- 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 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 D WORKLOAD CREDITS FOR PRACTICUM COURSES IN NURSING
AND SOCIAL WORK**

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

A. SCHOOL OF NURSING

1. Spring Teaching Assignments shall be counted as part of either the Fall semester teaching load of the Winter semester teaching load.
2. Fully supervised hospital clinical sections shall be limited to 10 students (NSE 020).
3. Community Practicum sections shall be limited to 14 students (NSE 030, NSE 417, NCL 700, NCL 800). Community Practicum sections shall be limited to 20 students (NSE 010). Community Practicum sections shall be limited to 30 students (NSE 418).
4. Preceptored block placement courses sections and course sections which employ work study mode shall be limited to 30 students (NSE 417, NCL 700, NCS 800).
5. 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 700
 - NCL 800
 - NSE 020
 - NSE 030
 - NSE 417
 - NSE 418
6. 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.
7. 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.
8. 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 D

Course	Ratio	F.T.E. per Semester
NSE 010	1:20	0.1
NSE 020	1:10	0.3
NSE 030	1:14	0.3
NSE 417	1:14	0.3
NSE 418	1:30	0.3
NCL 700	1:14	0.3
NCL 800	1:14	0.3

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

Course	Ratio	F.T.E. per Semester
NCL 700	1:30	0.3
NCL 800	1:40	0.3
NSE 417	1:30	0.3

B. SCHOOL OF SOCIAL WORK

Each of the following practicum courses in the School of Social Work program shall carry an all-inclusive credit of the indicated number of F.T.E.s per section.

<u>Workload Course</u>	<u>Enrolment</u>	<u>F.T.E.</u>
SWP 031	20	.2
SWP 036	20	.3
SWP 050	20	.2
SWP 051	20	.3

For each additional student in SWP 031 and SWP 050 the F.T.E. will increase by .01.

For each additional student in SWP 036 and SWP 051 the F.T.E. will increase by .015.

- Changes to Appendix D (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.

Appendix D

2. Changes to Appendix D (Workload Credits for Practicum Courses in Nursing and Social Work) cannot be made as a result of arbitration.
3. Changes to Appendix D (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 E 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 on (i) August 31, 2000 or (ii) August 31, 2001 subject to the following provisions:

Eligibility for early retirement means age 55 or more with two or more years of pension plan membership;

Eligibility for an unreduced pension means reaching one of the following criteria:

- Age 65
- Age 60 or more with at least 20 years of credited service (RRPP only)
- Combination of age and credited service equals 90 or more

Retirement Date:

For members of the Ryerson Retirement Pension Plan the retirement date shall be at August 31, 2000 or August 31, 2001, and the retirement date for members of the T.P.P. will be June 30, 2000 or June 30, 2001, save and except as detailed in the paragraph below relative to “take up rate”.

Take Up Rate:

If the take up rate is higher than anticipated (i.e. exceeds the target of 60) or if the take up rate impacts on a specific program’s quality and delivery (e.g. if more than 25% of a department’s Faculty members elect to leave), the University has an exclusive and absolute right to delay the retirement date past August 31, 2000, or August 31, 2001 or past June 30, 2000 or June 30, 2001, for up to two years.

In such circumstances, where the University invokes its right to delay the retirement, the Faculty member so delayed, shall be entitled to the incentive percentage of the year of the elected early retirement (either 2000 or 2001) calculated on the basis of the number of years of service to actual retirement, and paid at the rate (see table below) to which she/he would have been entitled as of the elected early retirement date (August 31, 2000 or June 30, 2000 (T.P.P.); or August 31, 2001, or June 30, 2001 (T.P.P.), as the case may be.

Incentive Payment:

The Early Retirement Program will provide an incentive of 2.0 % of current base RFA salary times years of Ryerson service for those electing to retire in 2000 and 2.0% of current base RFA salary times years of Ryerson service for those electing to retire in 2001.

For members whose attained age is 61 or more, the above incentive is reduced in accordance with the chart below.

Attained age	Percentage received of Incentive Payment
55 - 60	100%
61	80%
62	60%
63	40%
64	20%

The total incentive payment will be paid in four (4) equal annual instalments as follows:

The first instalment shall be paid on August 31, or June 30, for TPP members of the year in which a faculty member retires. The remaining instalments shall be paid as follows:

For members retiring August 31, 2000 or June 30, 2000;

second instalment: April 1, 2001
third instalment : April 1, 2002
fourth instalment: April 1, 2003

For members retiring August 31, 2001 or June 30, 2001;

second instalment: April 1, 2002
third instalment : April 1, 2003
fourth instalment : April 1, 2004

Members whose retirement is delayed at the University's option will be entitled to payment of their incentive in four (4) instalments. The first will be paid in August or June in the year in which they retire; the remaining three (3) instalments will be paid in each of the remaining years on April 1.

Application Process:

Members of the Association who elect to retire under these provisions must complete an appropriate application form for the Early Retirement Incentive Program and submit it to their Chair/Director no later than October 16, 1999 indicating their preferred retirement date (i.e. 2000 or 2001).

The University has no obligation to consider late applications for any reason whatsoever and the parties agree that late applications shall not be appealable or grievable.

Early Retirement Incentive Lapse Date:

This Appendix of the collective agreement and the provisions herein shall terminate automatically and without further notice as at June 30, 2001.

APPENDIX F FACULTY/COURSE EVALUATION

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.

A. 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 c	Somewhat Disagree d	Disagree e
2.	The faculty member deals fairly with the students in this course.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
3.	The faculty member is available during posted office hours.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
4.	The faculty member responds clearly to student questions.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
5.	The faculty member demonstrates an enthusiasm for the course material.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
6.	The faculty member treats the students with respect.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
7.	Rate the level of the course material.	Elementary a	Somewhat Elementary b	Reasonable c	Somewhat Advanced d	Advanced e
8.	Rate the amount of material in this course.	Light a	Somewhat Light b	Moderate 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 c	Somewhat Disagree d	Disagree e
10.	Overall, the faculty member was effective.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e
11.	Overall, the course was worthwhile.	Agree	Somewhat	Neutral	Somewhat	Disagree

	a	Agree b	c	Disagree d	e
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B. PROCEDURES TO BE FOLLOWED IN OBTAINING STUDENT OPINION ABOUT TEACHING PERFORMANCE AND COURSE QUALITY.

1. The distribution and collection of the evaluative instrument is the responsibility of the Vice President (Academic) (Faculty Affairs).
2. 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.
3. 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.
4. The scanner sheet will be pre-coded with faculty member, course and section on the sheets.
5. 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.
6. 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.
7. Evaluation forms will be delivered to a central location designated by the Vice President (Academic) (Faculty Affairs). The person receiving the forms will sign for them upon receipt. Processing will be the responsibility of the Vice President.
8. 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 G PROMOTION CRITERIA AND PROCESS

Final Report of the Joint Committee on Promotion Criteria, as amended

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. DEFINITIONS

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

D. 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.

E. 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.

F. 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.

G. 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.

H. 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:

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%

I. 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 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.

J. ASSESSMENT OF A FACULTY MEMBER'S PERFORMANCE

Appendix G

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:
 - 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 Affairs at the time when her/his application for promotion is submitted. The Vice-President, Faculty 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 in written form, setting forth its findings and grounds for recommendation in order that a Faculty member may know which factors were persuasive in a recommendation or decision.

K. PROMOTION PROCEDURES

1. The term "promotion" applies to advancement from the rank of Assistant Professor to 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 but only for those years in which Good Performance Increments were generally awarded at the University. Should a faculty member feel that a year should not be included in the base because at least 3 months were spent on a leave without pay or special leave, reasons for such should be submitted with the application for promotion.
 - 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 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

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- 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 or a clear and detailed description of these works when the works are such that their physical submission is not practical, 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 applicant in terms of the relevant criteria for promotion.

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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

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Appendix G

committee for discussion by 31 January. The FPC sub-committee then shall meet to review this summary. After this review, the FPC sub-committee, through its chair, may make a written request to the applicant for clarification of any aspect of her/his application, such

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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 named by the applicant, if the applicant so requests. Additional external referees shall be appointed by the Dean after consultation with members of the applicant'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 applicant to the rank of Professor, denial of the promotion shall be automatic unless promotion is recommended by the Vice President, Faculty 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 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 applicant, in writing, of the FPC sub-committee's recommendation and his/her recommendation and of the reasons for such decisions, and provide to the applicant copies of 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).
12. The Vice President, Faculty 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 forwarded, as information, to the Board of Governors at its April meeting. At the same time, the Vice President, Faculty Affairs will inform the candidate, in writing, of his/her decision and of the reasons for that decision.

L. APPEALS OF UNFAVOURABLE PROMOTION DECISIONS

1. Denial of promotion by the Vice President, Faculty 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.
2. 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 three years from the date of application for the denied promotion.

M. AUTOMATIC REVIEW OF THIS REPORT

In order to facilitate the ongoing 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 establish a 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 of recommending any changes to these as may have become necessary by that time. Each party will nominate three people to the new Joint Committee. The Committee will commence its review by October 1, 2000 and the Committee is to present its report(s) by February 1, 2001. By mutual agreement, this Committee may be put into place at an earlier date. These recommendations of this committee will be submitted to the negotiating teams of both parties.

Memorandum of Understanding - 1

TEACHERS' PENSION PLAN

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

1. 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;
2. Therefore, the parties agree that, for the period July 1, 1998 to June 30, 2001, 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.
3. In addition to clause 2 A. and B. above, the University agrees to pay to members of the TPP an additional amount of up to a maximum of 1.5% of their annual salary if and when the Excess Surplus Pension Agreement is concluded between the University representatives and the employee representatives of the Ryerson Pension Committee. This additional reimbursement shall take effect on the date of the agreement between the University and the Ryerson Pension Committee and shall automatically lapse and terminate without further notice on June 30, 2001.

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. The Chair/Director shall consult with the faculty member prior to describing the duties to be assigned to the assistant. The faculty member shall be involved in the selection process of an academic assistant(s) consistent with University policies and procedures. 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.

Memorandum of Understanding - 3

**INTERNAL CROSS APPOINTMENTS FOR
FACULTY MEMBERS**

The Association and the University 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, 2001. 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 Affairs. 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/Directors, the results of which require the approval of the Dean(s) and Vice President, Faculty Affairs. 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 merit 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 Affairs 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 Affairs, offer.
- C. Copies of the signed offer shall be forwarded to the Vice President Academic, the Dean(s), the Chairs/Directors and the Association.

Memorandum of Understanding - 3

- D. The Faculty members' Performance and Conduct File shall be maintained by the Chair/Director of the Department/School of primary appointment.

Memorandum of Understanding - 4

**RESPONSIBILITIES OF ACADEMIC
ADMINISTRATIVE FACULTY**

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 University 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 members, and with respect to the terms and conditions of the Agreement.

Memorandum of Understanding - 5 BENEFITS FOR RETIREES

The University has set up a process by which Retirees may purchase medical and dental coverage from specific carriers/insurers for themselves and for their spouses.

The parties agree 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.

The University shall ensure that each faculty member is apprised of this program prior to the faculty member's normal retirement. In the case of early retirees, the retiree will be informed of the program 2 to 3 months prior to attaining age 65.

It is understood that the provisions of this Memorandum of Understanding do not supersede the provisions for Retirees outlined in Article 12.11 (Benefits).

Memorandum of Understanding - 6 SRC POSITIONS (Librarians)

Should the University decide in its absolute and sole discretion to post a position of Professional Librarian with an SRC focus of emphasis, the specific terms and conditions will be set out in the posting. Should there be a successful candidate, those terms and conditions will be set out in the appointment letter.

It is also understood that nothing in this collective agreement or in the terms and conditions of employment, prevents the University, in its absolute and sole discretion, and without posting, to enter into arrangement with a current professional librarian to undertake SRC activities for up to 6 months in duration.

It is further understood, that such short term arrangements are without prejudice to the University's position in respect of SRC activities for Librarians and may not be invoked now or in the future by the librarian concerned, other librarians or the RFA, as precedent or past practice.

Memorandum of Understanding - 7 FACULTY/COURSE EVALUATIONS

1. The University and the Association agree to continue to use the form currently in the Collective Agreement (Appendix F) and no other instrument of evaluation for the purposes of employment-related matters.
2. The parties further agree to establish a Joint Committee with equal representation of the RFA and the University to review the faculty/course evaluation form, and the processes whereby it is administered and the results distributed, with a view to improving its utility and effectiveness.
3. The faculty/course evaluation process is understood to have a potential role in employment-related matters such as annual reports, evaluations in respect of probationary performance and suitability for tenure, consideration for Merit Increment and for promotion.
4. The Joint Committee shall consider recommendations of Academic Council in its deliberations but will not be bound by them.
5. Failure of the Joint Committee to come to an agreement will mean no modification of the current Collective Agreement and furthermore, in the event of such failure, the parties agree that neither the RFA nor the University will apply for arbitration in respect of the Faculty/Course Evaluations prior to the next main table round of negotiations.

Memorandum of Understanding - 8

STUDENT OPINION SURVEYS

1. The University and the Association agree that they will cooperate with the representatives of the Student Association to develop survey instrument(s) with the broad purpose of providing public information about student opinions in respect of the courses and programs and the learning experience in individual courses.
2. It is agreed that the data collected for such purposes shall not be used for employment-related matters including, but not limited to, annual reports, evaluations in respect of probationary performance and suitability for tenure, awarding of Career Development Increments, consideration for Merit Increments, and for promotion.
3. While all methods of collection and of dissemination of the data in these surveys will be duly considered, the parties further recognize that they should address issues such as:
 - a. ownership of and responsibility for the results
 - b. liability issues
 - c. rights of and control over secondary publication
 - d. restrictions on data from non-representative samples
 - e. validity and reliability of the survey instrument(s)
 - f. methods of administering the survey
4. The parties agree that every effort will be made to complete this task no later than June 30, 2000. This date may be extended by mutual agreement of the parties.
5. Nothing in this Memorandum of Understanding prevents the University from proceeding with the objectives of this Memorandum of Understanding, working with the students' representatives, after June 30, 2000. Any data collected under such a process would be governed by clause 2, above.

Memorandum of Understanding - 9 BENEFITS (Article 12)

With respect to Article 12 - Benefits of this collective agreement, the parties agree to the deletion of the following clauses and related Appendices related to the Salary Continuation and Disability Protection Plan and more specifically clauses 12.5 A 1. and 12.5 A.2, 12.5 B. and the phrase "engaged on or after September 1, 1969" in 12.5 C, Appendix A its entirety, and Appendix B, clauses F. and G only. These provisions are no longer required. However, in the event that a Faculty member claims a benefit under these provisions, the University agrees that upon completion of proper verification of the Faculty member's claim, the University would comply with the provisions as if they were in effect in respect of the faculty member making such a claim.

The University confirms that the change of policy numbers in clauses 12.3 Group Life Insurance A. and B. is purely administrative in nature and all members of the Association shall continue to be entitled to the same benefits to which they were previously entitled under policy number 50580-G.

Memorandum of Understanding - 10

Memorandum of Understanding - 10 SUBSTITUTE FOR LAST PAID LEAVE

1. As of September 1, 1998, the provisions of this memorandum shall no longer be available to Faculty members.
2. The provisions of this memorandum shall continue in force for Faculty members who applied for, and were eligible for, substitution program payments which were to begin no later than September 1, 1999.

**Memorandum of Understanding - 11 JOINT COMMITTEE ON INTELLECTUAL
PROPERTY ISSUES**

1. The University and the Association agree that there are outstanding questions relating to intellectual property created by Faculty members in the course of their University-related scholarly and creative activities. To this end, the parties agree to establish a Joint Committee on Intellectual Property Issues. The Joint Committee shall consider issues such as, but not limited to, ownership rights, disclosure obligations, communication and dissemination of findings and results, commercialization, revenue sharing, and a dispute resolution process.
2. The University and the Association will be equally represented, up to a maximum of three appointees each. The Joint Committee must hold their first meeting prior to November 1, 1999.
3. The Joint Committee shall set the limits of its own interests and activities. However, as part of its work, it will have regard to, but shall not be bound by, the existing policies of the Board of Governors and the Academic Council relating to intellectual property issues. In addition, the Joint Committee shall consult with any of the committees of the Academic Council and of the Office of Research Services dealing with intellectual property issues and shall consider, but shall not be bound by, the findings of these committees if such findings are available. In particular, the Joint Committee will review the results of the Academic Council's Committee on Intellectual Property Related to Courseware and Media. The Joint Committee will also review and consider, but shall not be bound by, the current policies of the Office of Research Services relating to intellectual property issues. The Joint Committee shall also review and consider, but shall not be bound by, intellectual property policies in the collective agreements of other Canadian and Ontario universities and the recommended policies of OCUFA and CAUT, where available.
4. The Joint Committee will submit its report(s) to the Vice President, Faculty Affairs and the Association by 31 October, 2000, which deadline can be extended by majority agreement of its members.

Memorandum of Understanding - 12

Memorandum of Understanding - 12

**ANNUAL REPORTS FOR THE 1998/99
SERVICE YEAR: MODE I FACULTY
MEMBERS**

This will confirm the substance of discussions at this round of bargaining in which the parties agreed that while Mode I Faculty members would be required to submit an annual report in respect of the 1998/99 service year in order to be eligible to receive their C.D.I. (Career Development Increment), the submission date would be extended to June 30, 1999.

As foreseen in Article 13 (Salaries), the C.D.I. would be paid on September 1, 1999 contingent upon receipt of the annual report.

Memorandum of Understanding - 13

Memorandum of Understanding - 13

**BASE SALARY ADJUSTMENTS FOR
FACULTY MEMBERS EARNING LESS THAN
THEIR RANK MINIMA**

This will confirm the substance of our discussions at this round of negotiations in which the parties agreed that, in the event a Faculty member's base salary is below the negotiated base minimum for his/her rank provided for by Article 13 of this Agreement, the Faculty member's base salary shall first be adjusted to the minimum of his/her rank, effective July 1, 1998, and shall then, based on the Faculty member's new base salary provided for in Article 13, be adjusted in respect of the Across-the-Board, Sector, and C.D.I. increments provided for in this Collective Agreement.

Memorandum of Understanding - 14

**APPOINTMENTS TO ACADEMIC
ADMINISTRATIVE FACULTY POSITIONS
ABOVE THE LEVEL OF CHAIR/DIRECTOR**

This will confirm the substance of our discussions at this round of bargaining in which the parties agreed that an appointment of a faculty member to an Associate Dean's position or other academic administrative faculty position above the level of Chair/Director would have the effect of deeming the Faculty member an associate member of the Ryerson Faculty Association for the duration of such an appointment.

Memorandum of Understanding - 15 ARTICLE 9 (APPEALS) AMENDMENT

The parties agree that, effective the date of execution of this Memorandum of Understanding, Article 9.4 paragraph "G" of the Collective Agreement between the parties is suspended and of no force and effect until the parties agree upon a provision regarding procedures for Probationary and Limited Term Faculty at the next round of bargaining for renewal of the Collective Agreement.

The parties also agree that in the interim, the Parties will endeavour to resolve all disputes related to Probationary and Limited Term Faculty informally and in a collegial manner as determined and agreed on each occasion by the President, Ryerson Faculty Association and the Vice President, Faculty Affairs. The parties will adhere to the provisions of Article 9.4 A through F inclusive of the July 1, 1994 to June 30, 1996 Collective Agreement. In the event that the parties are unable to resolve any dispute in the aforementioned manner, then either may apply to proceed to arbitration pursuant to s.48(2) of the *Labour Relations Act*.

The above Agreement is without prejudice to the University's or the Association's position at the current round of bargaining.

Memorandum of Understanding - 16 JOINT COMMITTEE ON WORKLOAD INFORMATION

Despite their inability to reach agreement on changes to Article 10 (Workload), the parties have agreed that it is imperative that they continue to pursue methods of addressing workload questions between rounds of negotiations.

In recognition of the diverse workload of Faculty members in the various programs, disciplines, and service areas of the University, the parties agree to establish a collegial process whereby the Association and the Administration gather information about workload and discuss methods of constructing a normative workload or workloads that would be fair and equitable and that would encompass the expected range of academic activities of all the Faculty members within their specific discipline.

Therefore, the parties agree, through this memorandum of understanding, to establish a Joint Committee on Workload Information. The Committee will comprise three appointees of the University and three appointees of the Association. It will hold its first meeting no later than June 1, 1999 and will continue until either party gives notice of termination, or until December 31, 2000, whichever date is earlier.

The parties further agree that the principles guiding the Joint Committee on Workload Information shall be as follows:

The discussions of workload should be governed by considerations of equity, fairness and practical necessities and in particular:

1. All Faculty members should, when on a full workload, contribute an approximately equal workload to the University in any academic year.
2. Workload should be developed and assigned in a fair and equitable way.
3. Workload should reflect activities across a spectrum, encompassing different proportions of teaching, SRC and service, and thus there will continue to be different emphases of workload among Faculty members in recognition of
 - a) their individual talents and expertise;
 - b) their respective Department's student needs, operational requirements, curriculum and pedagogical needs; and
 - c) their respective field and/or discipline.
4. Workload should be consistent with the effective use of the financial and human resources and sufficiently flexible to facilitate the diversity of curriculum and delivery process.

Memorandum of Agreement - 16

5. There will be periods of greater or lesser activity with regard to the different components of the workload at different times of the year.

The parties agree that the Joint Committee shall not produce any report nor will any discussions or agreements within the Joint Committee have any force whatsoever to bind either party during the next round of negotiations nor shall any deliberations, discussions, or agreements of the Committee be referred to or relied upon in any subsequent proceedings between the parties. Each party, in participating in the Committee, acts completely without prejudice to its position in future negotiations or in any legal proceedings between the parties.

This will confirm the substance of our discussions at this set of negotiations relative to members of the Ryerson Faculty Association who are currently in receipt of an allowance as determined by the University under Article 13.4 (b).

The parties have agreed to the following:

1. Members of the Ryerson Faculty Association who as at February 2, 1999 are in receipt of an allowance shall have such allowance(s) incorporated into their base salary. The effective date of such adjustment shall be that contained in the letter to the Faculty member concerned from the Vice President.
2. The parties agree that the above resolution is a one-time only measure adopted to solve an historic problem.
3. The University acknowledges that the Ryerson Faculty Association is the sole and exclusive bargaining agent with respect to members of the RFA and as such base salaries fall within the purview of the collective agreement and the collective bargaining process as negotiated between the parties from time to time.
4. This resolution in respect of this specific cohort of RFA members is without prejudice or precedent in respect of either party's principles and may not be used in any other context, internally or externally save and except to enforce the agreement articulated herein.

The following Appendices and Memoranda of Understanding are appended to the current collective agreement (July 1, 1998 to June 30, 2001) for historic purposes:

Appendix A - Cumulative and Sick Leave Credits & Retirement Gratuities

Appendix B - Salary Continuation and Disability Protection Plan

Appendix D - School of Nursing - Transferring Nursing Faculty

Memorandum of Understanding - 4 Substitute for Last Paid Leave

Memorandum of Understanding - 12 (restructuring provisions)

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However, the parties agree that in the event of an outstanding appeal involving from the terms of the 1994-96 Collective Agreement Memorandum of Understanding No. 12 shall apply .