

AGREEMENT
BETWEEN
THE BOARD OF GOVERNORS
RYERSON POLYTECHNICAL INSTITUTE
AND
THE RYERSON FACULTY ASSOCIATION

JULY 1, 1972

ARTICLE I
DEFINITIONS

AGREEMENT	is the collective agreement negotiated between the Board and the Association as agents for the Faculty. This agreement will come into force on 1st July 1972, superseding the agreement previously in force.
ASSOCIATION	is the Ryerson Faculty Association
BOARD	is the Board of Governors of Ryerson Polytechnical Institute.
CHAIRMAN	is the Chairman of a department and is appointed by the Board.
DEAN	is the Dean of a division and is appointed by the Board.
DEPARTMENT APPOINTMENTS COMMITTEE	each Chairman will establish annually an appointments committee of at least three members as follows: <ul style="list-style-type: none">- the Chairman, or his agent;- a regular Faculty member, elected by the full-time instructors;- a third member selected by the Chairman. This committee will recommend to the Dean on all appointments to the teaching staff. The composition of the committee will be reported to the Vice-President and to the Association annually.
FACULTY	the term Faculty includes all full-time instructors as agreed between the Association and the Board; Assistant or Vice-Chairmen, Chairmen, Deans and the Vice-President; and other full-time instructors who are or have been appointed to supervisory or academic administrative positions.
LIMITED CONTRACT (TEMPORARY) FACULTY	for the purpose of this agreement the term limited contract (temporary) Faculty includes those instructors hired for a specific purpose for a defined time, normally one year.
INCREMENT	is the annual salary increase awarded to a Faculty member for satisfactory performance under this agreement.
INSTITUTE	is Ryerson Polytechnical Institute.

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MINISTER

is the Minister of Colleges and Universities
of Ontario.

PRESIDENT

is the President of Ryerson Polytechnical
Institute.

VICE PRESIDENT

is the Vice President Academic of Ryerson
Polytechnical Institute.

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ARTICLE II
TERMS OF THE AGREEMENT

A. GENERAL

1. This Agreement is to be in force until June 30, 1973. In the event of conciliation and/or arbitration, the Agreement shall continue in force until a new Agreement is reached.
2. A committee representing the Board and a committee representing the Association shall meet at the request of either party to discuss matters of mutual concern.
3. The Agreement may be altered before the date in Article II, Section A., 1, only by the mutual written consent of the Board & Association.
4. Except as otherwise provided in this Agreement, either party to the Agreement may serve notice on the other by March 1, 1973, of its desire to negotiate changes in this Agreement. Representatives of the parties shall commence negotiations within fourteen days of such notice.

B. CONCILIATION

1. At any time after fourteen days from the commencement of negotiation either party may request the services of a conciliator appointed by the Minister of Labour, who will endeavour to resolve the outstanding issue(s).
2. In the event that no agreement is reached through the services of the conciliator, he will advise the chairmen of both negotiating committees before withdrawing his services.
3. All costs of conciliation proceedings will be shared equally by the Board and the Association.
4. By mutual agreement between the parties, the provisions of section B may be waived.

C. ARBITRATION

1. If after seven days from the withdrawal of the conciliator, or from the time of agreement not to seek conciliation, an Agreement has not been reached, arbitration is automatically invoked. Each party will prepare for the arbitrator a statement of the unresolved issue(s), along with a statement of the issues already tentatively agreed, and a copy of the previous Agreement.
2. If after seven further days the parties have been unable to agree on an arbitrator, the briefs prepared in Section C., 1 above will be passed to the Minister with the request that he appoint/ provide an arbitrator within fourteen days. The Decision of the arbitrator on the issue(s) involved will be final and binding on both parties, and together with the previously agreed issues will constitute the new Agreement.
3. All costs of arbitration proceedings will be shared equally by the Board and the Association.

D. MEMBERSHIP IN THE ASSOCIATION

1. All members of the Faculty shall automatically, as a condition of employment, become and remain members of the Association.
2. The Board will provide the Association with a list of Faculty members by October 1, and will provide a list of changes in Faculty members monthly thereafter.
3. The Board agrees to deduct the Association fees each month from the salary of each Association member, and to deduct the initiation fee from the first month's salary of each new member.

ARTICLE III

STAFFING

A. APPOINTMENTS

1. Faculty members appointed prior to July 1, 1972 will continue under the terms and conditions of probation that were in effect on the date of employment.

2. Probationary Staff

(a) Each successful applicant will normally have a relevant Master's degree and work experience. Applicants with less than a Master's degree but sufficient relevant work experience will also be considered. Relevant academic and work experience beyond the minimum will be recognized by an appropriate number of increments above the minimum salary, to be recommended by the Department Appointments Committee and agreed by the applicant and the Dean.

(b) Each new Faculty member is appointed to the probationary staff by a Dean. The appointment will be recommended by the Department Appointments Committee.

(c) In each semester of the probationary period the Faculty member shall be assessed for teaching competence by three different members of the Committee, each of whom will submit to him, with a copy to the Dean, the Chairman, and the Secretary of the Association, a letter of constructive criticism. Where possible, at least one assessor will be a regular staff member in the probationary member's field of knowledge.

3. Regular Staff

During the first term of the third year of service each probationary staff member will be reviewed by the Department Appointments Committee for teaching competence and acceptability as a regular Faculty member. Results of student evaluations will be available to the Department Appointments Committee also. By the end of the first term of the third year, the Dean, after considering the report of the Department Appointments Committee will either a) appoint the member to regular staff, or b) refuse to appoint the member to regular staff, giving reasons in writing. In the latter case, the member's employment will cease at the end of the academic year. Should the member disagree with the Dean's decision he has recourse to the Appeals Procedure.

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4. Limited Contract Faculty

Limited Contract Faculty may be hired to replace Faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. The terms of each such appointment will be reported to the Association.

5. Supervisory Staff

- (a) A regular Faculty member who assumes academic administrative duties will normally return to his department at the expiration of his term.
- (b) A person without previous teaching experience in the Institute who is appointed to an academic administrative post and who subsequently leaves that post may be appointed to the teaching staff by the Dean on the recommendation of the Department Appointments Committee.

B. TITLES

- 1. The title Lecturer will normally be given to a new Faculty member.
- 2. The title Professor will be given to a Faculty member who has five years' satisfactory service at Ryerson.
- 3. The title Professor will also be given to a Faculty member with five years' satisfactory teaching experience at the post-secondary level, on the recommendation of the Department Appointments Committee.

C. RESIGNATIONS

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

D. DISMISSALS

- 1. A decision to dismiss a Faculty member is made by a Dean after consideration of the recommendation of the Department Appointments Committee.
- 2. Probationary Staff
 - (a) In the first four months of employment, a Faculty member may be dismissed with one month's written notice, or one month's pay in lieu of notice.

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- (b) In the remainder of the probationary period, a Faculty member may be dismissed with six months' written notice, or six months' pay in lieu of notice.
- (c) Neither notice nor pay will be necessary in cases of theft or other gross misconduct.

3. Regular Staff

A regular Faculty member may be dismissed only for:

- (a) incompetence or persistent neglect of responsibilities as defined in Article VI with six months' written notice. Six months' pay in lieu of notice may be given when the welfare of the students may be jeopardized by his continued presence in the classroom, or by mutual agreement between the Faculty member and the Board.

- AR* *B* (b) theft or other gross misconduct; neither notice nor pay will be necessary.

E. FACULTY REDUCTIONS

Should Faculty reduction be necessary for any reason, every effort will be made to assign regular Faculty members to other teaching duties in the Institute. In such instances, seniority and ability shall be prime considerations. Consideration will be given to retraining of Faculty members to adapt them to an available position within the Institute.

F. RETIREMENT

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

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ARTICLE IV

BREAKS AND EXTENSION

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

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

Unless agreed to as a special condition at the time of employment, teaching after six p.m. and on Saturday will be on a voluntary basis. The terms and conditions of each such appointment will be made available to the Association.

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ARTICLE V

LEAVES OF ABSENCE

A. EXTENDED LEAVES OF ABSENCE

1. The Board and the Association mutually agree that the taking of leaves of absence by members of the regular Faculty for the purpose of academic refreshment or expansion of experience is to the benefit of the Institute and its students. Therefore, the Board agrees to grant a Faculty member a leave of absence depending on such factors as length of service, availability of alternative instructors, and the priority of the need in each case, subject to the following:
 - (a) the Faculty member must apply in writing to the Board through his Chairman at least eight months prior to the beginning of the semester in which he plans to start his leave, with a tentative agreement to be reached between the two parties within a month of application. A firm, written, final agreement between the member and the Board shall be reached four months prior to the requested date of commencement of leave.
 - (b) the purpose of the leave shall be for experience approved by his department Academic Council, and the Ryerson Academic Council.
 - (c) where the length of the leave is twelve months or less the Faculty member will be expected to return to active employment as an instructor at the end of his leave. However, this does not preclude a renewal of leave by mutual agreement between the Faculty member and the Board, subject to conditions A.1.(a) and (b) above.
 - (d) The Faculty member's entitlement to increment will not be interrupted.
 - (e) The Faculty member on leave will be deemed to be a member of the Faculty and will therefore continue to participate in the medical, hospital, extended health, and Group Life Insurance benefits.
2. Leaves with Pay
 - (a) A Faculty member will normally be eligible for a one-year leave with pay at 60 per cent of his normal active employment salary, following six years' service from commencement of employment or return from leave, 70 per cent after seven years, 80 per cent after eight years and 90 per cent after nine years. Both service criteria and salary while on leave may be adjusted by mutual agreement between the Board and the Faculty member.

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- (b) If a Faculty member on leave with pay receives outside financial aid in the form of grants or salary, his entitlement to pay from the Institute, as determined above, will be reduced by one-half the amount of such outside income.
- (c) In recognition of the facts that the above new provisions will make a paid leave feasible for a large number of present Faculty members, that quality of teaching must not suffer, and that the demands imposed by the new status must be met, the Institute will not be able to grant such leave to more than fifteen per cent of the members of any one department at any given time. Departments with fewer than seven members will be given special consideration.
- (d) In addition to the benefits covered above, the Faculty member on leave must contribute to his pension based on salary while on leave, and will continue to be covered by the Salary Continuation and Disability Protection Plan. In the case of disability the benefit will be 60 per cent of normal active salary. The premiums for the benefits will be shared as if the Faculty member were in active employment.

3. Leaves Without Pay

- (a) Where a Faculty member is deemed ineligible for leave with pay, but where the Board recognizes that leave will enhance the Faculty member's potential value to the Institute, he may be granted leave without pay subject to the exigencies of the service.
- (b) The Faculty member on leave without pay is not eligible to contribute to the Pension Plan, or to participate in the Long Term Salary and Disability Protection Plan. He will be eligible to continue his Group Life Insurance at the rate in effect immediately prior to the commencement of leave.
- (c) The cost of participation in the available benefits will be paid entirely by the Faculty member quarterly in advance. Upon his return to active employment the Institute will refund that portion of the premiums which it would normally have paid had the Faculty member been in active employment.
- (d) Association dues will be paid by the Faculty member directly to the Association.

B. SPECIAL LEAVES

1. A short leave of absence with pay may be granted by the Board for compassionate reasons.
2. Recognizing that a Faculty member may be unable to fulfill her teaching commitments due to maternity leave of absence conflicting with the semester, it will be necessary therefore for her to

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withdraw from her instructional duties during the whole semester in which she is due. Maternity leave, without pay, will be arranged consistent with the "Women's Equal Opportunity Act" (Ontario) [see Appendix C]. However, other employment within the Institute will be made available at her regular salary.

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

4. Political Leave

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

- (a) A member of the academic staff of Ryerson who is considering becoming a candidate for public office shall consult with the Chairman of his Department about the effect of his political candidacy on the academic welfare of the Department, bearing in mind (a) his short-term absence during the campaign period, (b) his possible long-term absence; and (c) the possibility of his continuing some academic duties on a part-time basis if the demands of his public service permit. If the Chairman of his Department or the Dean of his Division objects to his candidacy he shall state the grounds of his objection both to the prospective candidate and to the Dean or the President. No Chairman or Dean, while such, shall become a candidate for public office.
- (b) If there is no objection to the candidacy, the staff member shall be entitled to leave of absence with full salary during the campaign for election upon the following basis:
 - (i) for the election to the Parliament of Canada: leave for the equivalent of one month;
 - (ii) for election to the Legislature of Ontario: leave for the equivalent of one month;
 - (iii) for election to a Municipal Council or Board of Education: leave for the equivalent of five days;
 - (iv) for election as Mayor of Toronto or Chairman of the Toronto Metropolitan Council, or the Toronto Board of Control: leave for the equivalent of ten days.

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

- (c) If the staff member is elected he shall, while serving in the office to which he has been elected, if he holds an appointment other than a sessional appointment, be entitled to leave of absence upon the following basis:
- (i) Parliament: leave of absence without salary for a period up to five years;
 - (ii) Legislature: leave of absence for attendance at the sittings of the Legislature, subject to a pro rata reduction in salary;
 - (iii) Municipal Council or Board of Education: leave of absence for attendance at sittings of the Council or Board, subject to a pro rata reduction in salary, if significant;
 - (iv) Mayor of Toronto, Chairman of the Toronto Metropolitan Council, or the Toronto Board of Control: leave of absence without salary.
- (d) During the extended leave, the academic members shall have all the normal rights of members on leave of absence.
- (e) If a member of the Ryerson staff, whether serving as such or on leave granted to him on election to Parliament or the Legislature, is appointed a Minister of the Crown, he will be expected to resign his Ryerson post.
- (f) Arrangements involving full-time leave of absence normally shall hold for one term of public service or five years*, whichever is the longer. If the member continues to serve after the five-year period, then he will be expected to resign his Ryerson post. If thereafter, he wishes to return to Ryerson, his appointment shall be by a procedure similar to that used for an original appointment. Arrangements involving part-time leave of absence may be renewed beyond the five-year period so long as the duties of the member of staff to Ryerson do not suffer.
- (g) After the expiry of his term of public service, the member of staff, if he has not resigned from Ryerson in accordance with the provisions of (f), shall return to Ryerson and it shall be incumbent on the Chairman of his Department to arrange his programme so as to facilitate his return to full academic effectiveness.

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(h) These conditions shall not preclude the possibility of making other mutually acceptable arrangements.

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

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ARTICLE VI

OBLIGATIONS

A. JOINT OBLIGATIONS OF THE ASSOCIATION AND THE BOARD

1. The Association and the Board acknowledge that the primary aim of the Institute is the education and development of students. Working conditions, contract arrangements, salary schedules, office furnishings, equipment and supplies, and budgets must all be judged in relation to the educational aims of the Institute.
2. The Association and the Institute agree to work together in resolving questions arising out of this Article.

B. OBLIGATIONS OF THE BOARD

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

C. OBLIGATIONS OF FACULTY MEMBERS

1. The Faculty members acknowledge their primary professional concern for students.
2. In the classroom every attempt will be made to create an atmosphere in which students may learn.
3. Each Faculty member agrees to maintain his professional competence in his own discipline and to acquire and maintain reasonable pedagogical competence. He will try to stimulate intellectual curiosity and enthusiasm for learning. He will avoid anything which will damage the self-respect of those he meets in class.
4. Faculty members acknowledge a responsibility to the Institute and to each other, insofar as this is necessary to serve students.
5. Faculty members agree to display a sense of responsibility for the facilities of the Institute; to maintain punctually their

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teaching schedules; to obtain advance approval for any deviation from their teaching schedules or course of studies; to have each session adequately planned; to obtain the permission of the Chairman before undertaking any employment outside the department during the academic year; and to inform the Chairman when they are about to engage in a major course of study.

6. Faculty members will not criticize other *staff* members to *B* or students; will not encourage or solicit criticisms of colleagues from students; and will not discuss their grievances with students.

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ARTICLE VII

APPEALS

A. GROUNDS

1. *ar B* Any dispute over matters arising from the administration of the Agreement, including those listed below must be settled by the appeals procedures set out in Sections B, C and D of this Article:
 - (a) Denial of annual increment;
 - (b) Dismissals;
 - (c) Demotions or reclassifications;
 - (d) Decreases in pay or allowances;
 - (e) Forced resignations or non-appointment to regular staff;
 - (f) Matters affecting personal integrity and/or the dignity of the teaching profession as defined in Article VI.
 - (g) Other differences between the parties arising from the interpretation, application, administration or alleged violation of this Agreement.

B. INITIATION

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

C. PROCEDURE FOR REGULAR STAFF

1. Within ten regular working days, not including holidays and vacation periods for the aggrieved staff member, of the cause for the appeal the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Appeals Committee and Secretary of the Board. The ten-day period referred to in this section will commence at the time of referral of the matter to the Vice President as required in section B of this Article.
2. Within fourteen calendar days of this submission, the Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to try to settle the difference.

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3. If, within fourteen calendar days of the first meeting between the President and the Appeals Committee, no satisfactory settlement is reached, the Chairman of the Appeals Committee will notify immediately thereafter the Secretary of the Board.
4. Within fourteen calendar days of this notification, a committee of the Board will meet with the Appeals Committee of the Association to attempt to work out a settlement.
5. If, within fourteen calendar days of the first meeting between the Board committee and the Appeals Committee, no mutually satisfactory agreement is reached, proceedings for arbitration are to be taken by joint application in writing to the Minister.
6. Within twenty-one calendar days of the failure to reach agreement, the Minister will be asked to name an official Arbitrator acceptable to both parties.
7. The decision of the Arbitrator will be final and binding on all parties.

D. PROCEDURE FOR PROBATIONARY STAFF

1. Within ten regular working days, not including holidays and vacation periods, for the aggrieved staff member, of the cause of the appeal, the problem will be stated in writing in quadruplicate. One copy will be sent to each of the President, Chairman of the Appeals Committee and Secretary of the Board.
2. Within fourteen calendar days of this submission, the Appeals Committee will meet with the President, or other officer appointed by the Board if the President be unable to act, to settle the difference.
3. The decision of the President is final.

E. GENERAL

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

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ARTICLE VIII
TEACHING LOAD

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

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

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

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

2. Under normal circumstances the average number of appearances multiplied by the average class size will be approximately 510.
- 2A. Under normal circumstances each class or section will contain no fewer than 15 students, and no more than 35 students.
3. Combining of classes will be by agreement between the instructor and the Chairman.
4. With the approval of his Chairman, a member of the regular Faculty embarked on a program of professional improvement may accept a decreased teaching load at the Institute with a proportionate reduction in pay.
5. The Board recognizes its obligation to faculty and students to ensure that all instructors are given reasonable teaching loads which will enable them to perform their duties efficiently, to maintain high standards of instruction and to give individual attention to their students.

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ARTICLE IX

BENEFITS

A. MEDICAL AND HOSPITAL INSURANCE

The Board assumes seventy per cent of the cost of premiums paid through the Institute by Faculty members for current standard hospital and medical coverage.

B. GROUP LIFE INSURANCE

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

C. PENSION PLAN

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

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

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

D. SALARY CONTINUATION AND DISABILITY PROTECTION

1. On or before September 1, 1969, each full-time Faculty member of the Institute was requested to indicate in writing by October 1, 1969, whether he wished:
 - (a) to continue to participate in the Sick Leave Credit and Gratuity Plan, as described in Appendix A; or
 - (b) to receive a cash entitlement for the Sick Leave Credit and to participate from September 1, 1969, in the combined Salary Continuation and Disability Protection Plan, all as described in Appendix B.
2. Any eligible Faculty member who failed to indicate his choice by October 1, 1969, was deemed to have chosen to continue his participation in the Sick Leave Credit and Gratuity Plan. Such eligible Faculty member may subsequently elect to receive a cash

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entitlement for the Sick Leave Credit and to participate in the combined Salary Continuation and Disability Protection Plan under the conditions set out in Section 7 of Appendix B.

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

E. TRAVEL INSURANCE

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

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ARTICLE X
SALARIES AND ALLOWANCES

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

Years of Acceptable Experience	1 Ph.D. or M.Phil.	2 Master's Degree	3 5 Year Degree	4 4 Year Degree	5 3 Year Degree
0	12,252.82	10,706.44	10,230.39	9,754.33	9,278.28
1	12,847.09	11,182.50	10,706.44	10,230.39	9,754.33
2	13,444.56	11,658.55	11,182.50	10,706.44	10,230.39
3	14,038.83	12,252.82	11,658.55	11,182.50	10,706.44
4	14,633.10	12,847.09	12,252.82	11,658.55	11,182.50
5	15,227.37	13,444.56	12,847.09	12,252.82	11,658.55
6	15,821.64	14,038.83	13,444.56	12,847.09	12,252.82
7	16,415.91	14,633.10	14,038.83	13,444.56	12,847.09
8	17,131.59	15,227.37	14,633.10	14,038.83	13,444.56
9	17,844.07	15,821.64	15,227.37	14,633.10	14,038.83
10	18,556.56	16,415.91	15,821.64	15,227.37	14,633.10
11	19,272.24	17,131.59	16,415.91	15,821.64	15,227.37
12		17,844.07	17,131.59	16,415.91	15,821.64
13		18,556.56	17,844.07	17,131.59	16,415.91
14		19,272.24	18,556.56	17,844.07	

with starting salaries being determined by:

- a) CATEGORY: the above academic qualification or equivalent as assessed by the Board with reference to the Ontario system; and
- b) EXPERIENCE:
 - (i) An allowance of one increment may be made for each year of experience acceptable to the Board to a maximum of eight increments.

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

2. ANNUAL INCREMENTS

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

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

3. SPECIAL ALLOWANCES

- a) If a Faculty member accepts an appointment to perform supervisory, administrative or co-ordinating duties, he will receive extra remuneration and/or a reduced teaching load.
- b) In burgeoning disciplines a special allowance may be paid by the Board.
- c) Such arrangements will be subject to regular review by the Board and the instructor concerned.

4. SENIOR LECTURERS

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

5. INSTRUCTORS OF DISTINCTION

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

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

ARTICLE XI

1. The Association and the Board agree to *work* together towards ^{SR} implementation of the recommendations of the Work Load Committee. It is expected that a mutually acceptable plan will be evolved by October 1, 1972, in time for a pilot project in the winter term of 1973.
2. The benefits available to staff members will remain under review with special attention to insurance benefits and the impact of taxation of the S.C.D.P. plan.
3. Further consideration will be given to suitable recognition for outstanding teaching. Allowances to Senior Lecturers appointed under previous Agreements will be continued for the duration of this Agreement.
4. The feasibility of early retirement will be explored.

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APPENDIX A

CUMULATIVE SICK LEAVE CREDITS
AND RETIREMENT GRATUITIES

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

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

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APPENDIX B

NEW SALARY CONTINUATION AND DISABILITY
PROTECTION PLAN

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

1. The Institute will bear the entire cost of the S.C.D.P. plan.
2. *AR B* During any period of total disability due to sickness or accident, ~~Life Insurance~~ coverage will continue in force through a waiver of premium clause.
3. During any period of total disability due to sickness or accident, Group Hospital and Medical Plan premiums falling due within a period of 90 days from the beginning of total disability will be paid by the Institute; thereafter the member or his agent by written request and by payment of his share of the premium may continue as a member of the insured groups.
4. Each Faculty member of the S.C.D.P. plan who is absent during his regular academic session because of a disability due to sickness or accident lasting fewer than 22 teaching days will continue to receive his regular monthly salary from the Institute provided:
 - (a) That an acceptable medical certificate containing diagnosis and dates of absence is submitted to the Director of Institute's Health Clinic within five days of his return to work after each absence of more than 7 consecutive teaching days; and
 - (b) That the Director of the Institute's Health Clinic has the right to examine medically a member at reasonable intervals during continuous absences of over 3 teaching days.
5. In the case of a Faculty member of the S.C.D.P. plan who is absent during his regular academic session because of a continuous total disability due to sickness or accident lasting more than 22 teaching days:
 - (a) His regular monthly salary will be paid by the Institute for a period equal to the first month of total disability; and
 - (b) Thereafter, his salary will cease and a monthly benefit will be paid by an outside insurer up to 60 per cent of his regular monthly salary at the commencement of the total disability. This benefit will continue until recovery, retirement, or age 65, whichever comes first.

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- (c) Upon his return to teaching, the benefit provided in (b) above will cease and his regular salary from the Institute will be resumed.
 - (d) Should there be a recurrence of the same or causally related total disability within 6 months of his return to work his salary will cease and the insured benefits will resume with no waiting period. An unrelated total disability, or a recurrence after 6 months from the date of return to teaching after a previous total disability, is not a recurrence of the same or causally related sickness or disability for the purposes of this sub-section (d).
 - (e) If, in the opinion of Institute officials, a member of the S.C.D.P. plan has recovered from a long-term total disability and is capable of assuming the full responsibilities of his office, his rejoining salary may be increased one or more increments beyond his salary level at the commencement of his total disability.
 - (f) If, in the opinion of Institute officials, a member of the S.C.D.P. plan has a residual disability which precludes his resumption of teaching duties, every effort will be made to find suitable employment for him within the Institute.
6. As used in this plan, "total disability" means substantially the following: the complete inability to perform any and every duty of his regular occupation during the first two years of disability; thereafter he is considered disabled if unable to engage in any substantially gainful occupation for which he is qualified by reason of education, training or experience.
7. Any eligible Faculty member who elected to continue to participate in the old Sick Leave Credit and Gratuity Plan may apply later to join the S.C.D.P. Plan under the following conditions:
- (a) The applicant must provide evidence of insurability acceptable to the insurer.
 - (b) Membership in the S.C.D.P. Plan would become effective on the first day of the month first following a period of three months after written acceptance of the application by the Institute.
 - (c) No further credits would accumulate under the old Sick Leave Credit and Gratuity Plan after the date of joining the S.C.D.P. Plan.
 - (d) Any such Faculty member who, at the date of acceptance into the S.C.D.P. Plan, had been continuously employed by the Institute since March 31, 1964, or for ten years or more, would be entitled to a gratuity of up to 50 per cent of his

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regular annual salary, computed at the date of withdrawal of the gratuity as follows:

No. of Days of Sick Leave Credit (maximum 365)	x	<u>50</u>	x	Regular Annual Salary at Date of Withdrawal, Separation, Retirement or Death
		100		<u>365</u>

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

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APPENDIX C

The following is a summary of the Women's Equal Opportunity Act as it relates to maternity leave;

The Act provides for maternity leave of 12 weeks for employees with one (1) year of service or more.

PRE NATAL LEAVE:

On presentation of a medical certificate, an employee may initiate the leave at any time within six (6) weeks of the expected date of birth; or any employer may initiate it earlier if he can show that she cannot perform her normal duties adequately.

POST NATAL LEAVE:

This is fixed at six (6) weeks unless the employee produces medical authorization for an earlier return to work, the employer's obligation to reinstate the employee ends at the expiration of the six (6) week post natal leave periods.

The Act does not provide for income maintenance or accumulation of seniority and benefits during maternity leave, but it does protect the employee's seniority and benefits to the point of leave taking.

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