

COLLECTIVE AGREEMENT

between

Ryerson Polytechnic University

and

The Canadian Union of Public Employees

Local 3904 Unit 1

Effective: August 16, 2001 to August 15, 2004

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Article 1

DEFINITIONS

1. In this collective agreement:
 - (a) "Agreement" means this collective agreement.
 - (b) "Bargaining Unit" is the bargaining unit defined in the decision of the Ontario Labour Relations Board of October 17, 1977, File No. 2173 - 76 - R.
 - (c) "Board" means the Board of Governors of Ryerson Polytechnic University and/or authorized officials of the University as the context requires.
 - (d) "Chair" means the Chair/Acting Chair or Director/Acting Director who is a head of a Department/School.
 - (e) "Dean" means the Dean of the Faculty division to which the Department/School belongs.
 - (f) "Department" means the department, school, or equivalent academic unit of a Faculty division to which a person seeks to be or is appointed as an Instructor.
 - (g) Division refers to the Division of Continuing Education.
 - (h) "Faculty" means the collectivity of probationary, regular and LTF (Limited Term Faculty) as defined in the collective agreement between Ryerson Polytechnic University and the Ryerson Faculty Association.
 - (i) "University" means Ryerson Polytechnic University and/or authorized officials of the University as the context requires.
 - (j) "Instructor" means a member of the Bargaining Unit holding a CUPE, Local 3904, Unit 1, teaching appointment.
 - (k) "Period of instruction" means the period during which class instruction and examinations take place subject to interruptions for holidays, study weeks, etc.
 - (l) "Semester Hour" means a fifty minute period of class instruction in the day programmes of the University (or in the evening if taught as a residual part of the day programme teaching function) offered to a group of students weekly.

- (m) "Academic Year" comprises three terms, Fall (September to December), Winter (January to April) and Spring/Summer (May to 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. Each semester normally involves about thirteen (13) weeks, however, the Spring/Summer semester is on an equivalent basis (e.g. if the number of weeks of instruction in the summer semester is six and one-half, each academic course hour shall count one-half of an academic course hour).
- (n) "Teaching function" means any course or combination of courses, including repeat sections of a course, available for discharge by Instructors.
- (o) "Union" means the Canadian Union of Public employees, Local 3904, Unit 1.
- (p) "Vice President, " means the Associate Vice President, Faculty Affairs, or other officer of the University, with executive responsibilities for academic personnel.
- (q) "Experience credits" (seniority) are used interchangeably in the Agreement and mean the amount of departmental teaching experience accrued by each instructor dependant on the type of teaching appointment obtained by the Instructor.

Article 2

TERM OF AGREEMENT

1. This Agreement shall become effective on August 16, 2001 and shall continue in effect until August 15, 2004. Thereafter, the Agreement shall automatically renew itself for periods of one year from each August 16 to August 15, unless either party notifies the other in writing within ninety days prior to any expiry date that it desires to amend or terminate this Agreement.
2. In the event of notification being given of the desire of either party to amend the Agreement, negotiations shall commence as foreseen in Section 14 of the Ontario Labour Relations Act, except that neither party shall be obliged to negotiate during the months of June, July, and August.
3. If, pursuant to such negotiations, agreement is not reached on the amendment of this Agreement prior to any expiry date, this Agreement shall continue in effect until an amended agreement is signed between the parties or until all efforts at the conclusion of such an amended Agreement, including conciliation and any other proceedings which may be instituted by the Ontario Minister of Labour under the provisions of Section 15 to 32 of the Ontario Labour Relations Act have failed and the Minister has acted as foreseen in Section 19 (b) or Section 32 (5) of the Act.

Article 3

MANAGEMENT RIGHTS

1. The University shall possess all the customary management rights necessary for the effective conduct of its affairs, except insofar as it might have restricted them by the specific provisions of this Agreement.
2. The University shall exercise these rights in a manner that is reasonable, fair and consistent with the spirit of this Agreement.

Article 4

NON-DISCRIMINATION

1. There shall be no discrimination or harassment as defined in the Ontario Human Rights Code and Regulations practised by the University during the appointment process, on appointment or in the course of service of any Instructor and there shall be no discrimination or harassment practised by instructors, within and outside the classroom, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, handicap, age, marital status, family status, record of offenses and political ideology or affiliation, membership in the Union or Union activity.
2. Alleged violations of or non-compliance with the University's AIDS anti-discrimination policy are grievable under the Collective Agreement.
3. The parties agree that no member of the Union and no person acting on behalf of the University shall take part in formal discussions or vote with regard to the determination of any term or condition of employment of an immediate family member.
4. The achievement of employment equity is a shared goal and a shared responsibility of both parties. As such, nothing in this collective agreement shall preclude any employment equity initiative and/or program mandated by law and/or agreed to by the parties to this collective agreement.

Article 5

PROHIBITION OF LOCK-OUTS AND STRIKES

1. As long as this Agreement is in operation there shall be no lock-outs and no strikes, as defined in the Ontario Labour Relations Act.
2. In the event that any employees of the University, other than those covered by this collective agreement, engage in a lawful strike, bargaining unit members shall not be obliged to perform work normally done by those employees on strike.

Article 6

UNION RECOGNITION AND SECURITY

1. The University recognizes the Union as the exclusive bargaining agent for the Instructors in the bargaining unit. The Union shall exercise all its rights under this Agreement in a manner which is reasonable, fair and consistent with the spirit of this Agreement.
2. The employer agrees that no teaching functions as defined in Article 1. (n) (Definitions) and envisaged in Article 13 1. (a) (Appointment Procedure) shall be contracted out to any non-bargaining unit person(s).

Union Dues

3.
 - (a) For all Instructors who are members of the Union or are deemed to be such, the University shall deduct Union dues from each bi-weekly pay cheque; the first such deduction shall include dues retroactive to the date of appointment. The remittance to the Union of the monies so deducted shall take place within fifteen days of the date on which the pay cheques were issued to the Instructors.
 - (b) The Union shall advise the University in writing of the amount of Union dues established from time to time. The University shall make deductions and remittances in accordance with advice from the Union which is on record on the first day of the month in which the deduction is to be made. The University shall send to the Union with the remittance a list of deductions made, itemized by names of Instructors.
 - (c) The Union shall indemnify and save the University from any liability arising out of the application of (a) and (b) above, except such as may result solely from the University's own error. Any such error shall be corrected as soon as possible wherever feasible.

Article 7

UNION REPRESENTATION - TIME OFF FOR UNION ACTIVITIES

1. The Board and the Union shall advise each other of the names of their respective representatives authorized to transact business on behalf of each as soon as possible where such representatives are newly appointed or elected.

The University shall provide to the local union an amount totaling \$48,000.00 per each twelve (12) month period, normally between September to August, which shall be used by the local union to compensate bargaining unit members who are also employees of the University, to undertake union/management activities related solely and exclusively to the implementation, application, interpretation and/or negotiation of the collective agreement.

These monies shall be transmitted to the local each September and shall be distributed by the Executive of the local union as it deems appropriate.

The University and the local union agree that once the monies are transmitted, the University has discharged its responsibilities in its entirety and that there shall be no further liability whatsoever in respect of such monies or any claim or grievance made by an employee or the union with respect to the disbursement of said monies.

Article 8

UNION OFFICE SPACE

1. The employer agrees to provide the union, free of charge, except as otherwise specified in this article, with the use of serviced, furnished and conveniently located office space and access to University services on the same basis as if it (the union) is a University Department.

Article 9

INFORMATION

1. The University shall send to the Union:
 - (a) within 30 days of the signing of this Agreement 50 copies and a computer disk copy thereof;
 - (b) within 30 days of appointment of an Instructor two copies of his letter of appointment;
 - (c) within 30 days of the start of a semester a list of all Instructors in the Bargaining Unit, their Departments, the number of hours of work and the rates of pay and a computer disk copy ;
 - (d) as soon as available one copy of the agenda, minutes, resolutions, and any other material of the Board of Governors or the Academic Council which these bodies forward routinely to other component parts of the Ryerson community.
2. Within 30 days of the signing of this Agreement, the University shall send one copy thereof to each Instructor currently employed.
3. The Department shall provide to an applicant with CUPE experience a current relative seniority list. In assembling this list, the Department shall include only those Instructors who have taught in the Department during the past three academic years. A copy of each such list shall be sent to the Union.
4. The University shall provide to the local union on a bi-weekly basis the remittance of dues and deductions made.
4. The University shall provide to the local union on a monthly basis a list of instructors, address, telephone number, pay level and hours of appointment.
4. The cost of producing and printing the collective agreement shall be shared equally between the University and the Union.

Article 10

GRIEVANCES AND GRIEVANCE ARBITRATION

1. Notwithstanding the provisions of the following paragraphs, the parties shall endeavour, wherever possible, to resolve complaints which could give rise to a grievance and arbitration in an informal manner through consultations between designated representatives of the University, the Union and the Instructor concerned.

2. **Grievance Definition**

Grievance is a formal written complaint, identified as a grievance, initiated by an Instructor, who is an employee of the University, at the time of filing or by the Union (the griever) and if the former in consultation with the Union, alleging that the University:

- (a) has contravened by interpretation, application or administration, the provisions of this Agreement;
- (b) has, with respect to any matter covered by this Agreement, acted in an inequitable manner or has allowed an inequitable situation to arise and to continue.

3. **Instructor Appointment Grievance Definition**

Instructor hiring grievance is a formal written complaint, identified as a grievance, initiated by an Instructor unsuccessful in a selection competition who is an employee of the University, at the time work available for discharge was posted alleging the University:

- (a) has contravened by interpretation, application or administration, the provisions of Article 14 - Appointment Procedure - Selection.
- (b) It is agreed that if the posting deadlines as outlined in Article 13 4. (Appointment Procedure - Posting) are delayed as a result of the Department's/University's actions, members of the bargaining unit who held active appointments at the time the vacancies should have been posted, have access to the grievance/arbitration process of this Article, in respect of the appointment process and procedure.
- (c) It is agreed that an employee with priority of consideration status and who is not teaching at Ryerson as he/she is upgrading his/her educational qualifications as mutually agreed to by the Instructor and the University have access to the grievance/arbitration process of this Article, in respect of the appointment process and procedure.
- (d) It is further agreed that an employee who teaches a one semester course that is never offered on other semesters will have access to the grievance/arbitration process of this Article, in respect of the appointment process and procedure, relative only to the one semester course offered.

4. Notwithstanding the provisions of clauses 2 or 13 above, there shall be no grievance permitted concerning actions or situations attributable to the University which the Agreement defines as being within the University's discretionary authority, except where the griever alleges that such action or situation involves:

- (a) discrimination on a specified ground foreseen in Article 4 (Non-Discrimination);
- (b) a specified improper motive; or
- (c) lack of due process specifically foreseen in any of the provisions of this Agreement.

5. All communications between the grievor and the appropriate officials of the University concerning a grievance shall be in writing. If the grievance is pursued by the Instructor, copies of all such communications shall be forwarded by him/her and the officials concerned to the Union.
6. At the instructors and/or union's request the University agrees to release to the instructor and/or the local union representative the written evaluation of his/her candidacy, and the written evaluation of the successful candidate and supporting documentation used by the selection committee as defined in Article 14(3) of the Collective Agreement.
7. Grievance Process

_____ a) Step 1 (Complaint at Chair/Director Level)

If the Union wishes to lodge a grievance on behalf of an Instructor or in respect of an action or situation concerning an Instructor who does not wish to grieve personally, the Union shall send the grievance to the Chair within ten (10) working days of the grieved action or of the time the Instructor or the Union first became aware of such action, or of the existence of a grieved situation.

Within ten (10) working days of receipt of the grievance, the Chair shall meet with the Instructor to discuss and adjust the matter. The Instructor may be accompanied by a representative of the Union during such discussion, if the Instructor so wishes. The Chair may be accompanied by another excluded employee at such meeting.

In an Instructor Appointment Grievance, an instructor who is unsuccessful as a result of a job posting process, as provided in Article 14, and disagrees with the decision made concerning his/her candidacy shall first give the Chair of the IAC an opportunity to meet and discuss the recruitment process and provide the instructor with the rationale for the decision. The Chair of the IAC may be accompanied by another excluded employee at such a meeting.

Such a meeting/discussion will take place within ten (10) working days after the decision was communicated to the instructor by the Dean.

The period shall be reasonably extended if the circumstances, such as the Instructor's absence warrant. The instructor may be accompanied by a representative of the Union during such a discussion if the Instructor wishes.

The Chair will deliver his/her decision within ten (10) working days of the date of the meeting. Failing settlement which is satisfactory to the griever, then:

b) Step 2 (Complaint at Decanal Level)

Within ten (10) working days of receipt of the decision under Step 1, or if no decision is forthcoming, the grievance may be submitted to the Dean.

Within ten (10) working days of receipt of the Step 2 grievance, the Dean shall meet with the Instructor to discuss and adjust the matter. The Instructor may be accompanied by a representative of the Union during such discussion, if the Instructor so wishes. The Dean may be accompanied by another excluded employee at such a meeting.

The Dean shall deliver his/her decision within ten (10) working days from the date of the Step 2 grievance meeting. Failing settlement which is satisfactory to the Union, then:

c) Step 3 (Filing a Grievance)

Within ten (10) working days of receipt of the decision under Step 2, or if no decision is forthcoming, the grievance may be submitted to the Vice President, or his/her designate.

Within ten (10) working days of receipt of the Step 3 grievance, the parties will meet to discuss the grievance at a time and place suitable to them. In addition to the Instructor concerned, up to four (4) representatives of the Local Union, for example, the appropriate Chief Steward, Local Steward and Staff Representative from the Union, shall have the right to be present at such meeting. The Associate Vice President Faculty Affairs, or his/her designate, may invite to the meeting such other persons (for example, the appropriate Chair and/or Dean) that he/she considers advisable, to a maximum of five (5).

The Associate Vice President Faculty Affairs, or his/her designate, shall deliver a decision within ten (10) working days from the date of the Step 3 grievance meeting. If the decision of the Associate Vice President Faculty Affairs, or his/her designate, is not satisfactory to the Union, or if no decision is forthcoming, the complaint which was the subject of the grievance shall be referred to arbitration within ten (10) working days of receipt of the decision, as outlined in clause 8. below.

8. Within five (5) working days of the grieved action, or of the time the Instructor, Union or group of instructors first became aware of such action or of the existence of a grieved situation, the Union wishing to lodge a grievance in respect of an action or situation concerning the Union, or Instructors in general, or a group of Instructors serving under more than one Chair or Dean, may send such grievance directly to either the appropriate Dean(s) or Associate Vice President Faculty Affairs, or his/her designate, as it sees fit, and the provisions of clause 7. (b) or (c) above shall respectively prevail.
9. The right to grieve shall lapse after the above time limits, unless unusual circumstances have prevented the griever from observing them. Whether such unusual circumstances exist shall be

the preliminary issue in consideration of the grievance and shall, thenceforth, become an integral part of the grievance.

10. Arbitration

Within ten (10) working days from the receipt of the decision from the Associate Vice President, Faculty Affairs, or his/her designate, and/or the union as the case may be, either party may submit the matter to Arbitration.

11. Time limits provided in this Article, specifically clauses 7 to 10 above, may be varied or extended by specific written agreement of the parties in any particular proceeding.
12. Notwithstanding any of the foregoing, where the parties agree in writing, the matter may be heard and determined by a sole arbitrator instead of a Board of Arbitration. In such a case, the provisions of this Article relating to the Board of Arbitration apply, and the parties shall share equally the fees and expenses of the Arbitrator.
13. If the issue is to be dealt with by a single Arbitrator, the parties shall enter into consultations with a view to selecting a person acceptable to both.

Failing an agreement upon such a selection within ten (10) working days from the date of receipt of the University's submission, or failing availability within a period acceptable to both parties of the selected Arbitrator, the Union shall have the right to ask the Ontario Minister of Labour to appoint a person as an Arbitrator.

14. If the issue is to be dealt with by an Arbitration Board, the Union shall forward to the Associate Vice President Faculty Affairs, or his/her designate, the name of its appointee to the Arbitration Board. Thereupon, the Associate Vice President, Faculty Affairs or his/her designate, shall, within ten (10) working days, transmit to the Union the name of the University's appointee to the Arbitration Board. The two appointees shall then, within five (5) working days from the appointment of the second of them appoint a third person who shall be Chair of the Arbitration Board. If, within the time limit prescribed, either party fails to appoint its nominee to the Arbitration Board or the two appointees fail to agree upon a Chair of the Arbitration Board, the appointment or appointments shall be made by the Minister of Labour, upon the request of either party.
15. A person who has participated in the consideration of the issue at the grievance stage shall not be eligible to serve in any arbitral capacity.
16. The Arbitrator or the Arbitration Board shall determine the procedure to be followed, which shall, however, afford full opportunity to the parties to provide evidence and to present arguments bearing on the case.
17. The Arbitrator or the Arbitration Board, as the case may be, shall first determine whether the issue is arbitrable under the provisions of this Agreement (clauses 2., 3., 4. and 7. above) and proceed or refrain from proceeding further according to that finding.
18. The Arbitrator and the Arbitration Board shall have authority to disregard arguments based on minor procedural defects which may have occurred at the grievance or arbitration stage if these, in the opinion of the Arbitrator or the Arbitration Board, have no essential bearing upon the substance of the issue.
19. In the Arbitration Board, the decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair of the Arbitration Board governs.
20. Decisions of the Arbitrator or the Arbitration Board shall be final and binding upon the parties, but if the parties disagree as to the meaning of the decision, either party may apply to the Arbitrator or the Arbitration Board to clarify the decision, and such clarification shall be binding.

21. Each party shall bear one half of the fees and expenses of the single Arbitrator or of the Chair of the Arbitration Board.
22. The Board may lodge a formal complaint with the President of the Union on the ground that the provisions of this Agreement have been contravened by the Union or its members. When such a complaint has been made:
 - (a) in writing;
 - (b) within ten (10) working days from the action giving rise to the complaint or from the time the University became first aware of such action or of a situation unacceptable to the University and alleged to have been caused by the Union or its members; and,
 - (c) with specific reference to the provisions of this paragraph, designated representatives of the University and of the Union shall meet within five working days in an effort to resolve the issue. If the issue is not resolved in this manner within the next five working days or within such further period as the representatives of the parties may agree upon, the complaint shall be referred to arbitration. The provisions of clauses 10. to 15. above shall mutatis mutandis apply.

Article 11

DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS

1. Options of Process

Instructors shall have the right to choose the process by which his/her complaint is resolved. He/she may select the process outlined below or the process outlined in the University's Policy on Harassment. At any point in the process the complaint may be referred to the Human Rights Commission.

2. An Instructor who: (a) is an employee of the University or was an employee within the past 6 months, and (b) has a complaint of harassment or discrimination as defined in Article 4 1. (Non-Discrimination), shall first raise the matter with the most senior non-bargaining unit manager submitting in writing the nature of his/her complaint and the remedy sought. The time limits set out in Article 10, clauses 7. to 10. (Grievances and Grievance Arbitration) inclusive do not apply to complaints under this section, provided that the complaint is made within a reasonable time of the conduct complained of and having regard to all the circumstances. Should the circumstances warrant, the complaint may be raised with the next higher level of management in the appropriate line structure.

3. Step 1 - Complaint Investigation

- (a) The Dean shall within five (5) working days schedule a meeting with the complainant and obtain all relevant details from him/her concerning the allegation(s) of discrimination/harassment. The Dean shall record and document all relevant details concerning the complaint.
- (b) Within fifteen (15) working days of such meeting, the Dean shall ensure that a complete investigation of the complaint takes place.
- (c) On completion of the investigation and upon reviewing all the facts the Dean shall determine the appropriate course of action to be taken, and he/she shall communicate in writing within ten (10) working days his/her decision to the complainant which shall include a copy of the report and will outline the conclusion(s) drawn, decision(s) reached and action(s) which shall be taken

concerning the disposition of the complaint. A copy of all written communication shall be forwarded to the Executive Director, Human Resources.

- (d) Where the Dean does not have jurisdictional authority over the respondent, the Dean shall involve the appropriate administrative or academic line manager in the investigation.

4. Step 2 - Grievance

- (a) If the complainant is not satisfied with the written response received from the Dean within ten (10) working days of the receipt of such written response he/she may forward a written grievance to the Executive Director, Human Resources.
- (b) On receipt of the formal written grievance, the Executive Director, Human Resources or his/her designate shall schedule a meeting with the complainant to review the complaint, determine the areas of disagreement or dissatisfaction with the communication and the remedy sought by the complainant.
- (c) The Executive Director, Human Resources or his/her designate shall then schedule a meeting with the investigating manager(s) and review all documentation, report(s) and evidence upon which the Dean's decision was made, and if warranted conduct his/her investigation of the alleged incident(s). The Executive Director, Human Resources and/or his/her designate shall complete his/her investigation within thirty (30) working days of receipt of the grievance.
- (d) At the completion of the investigation, the Executive Director, Human Resources or his/her designate, shall within ten (10) working days schedule a meeting with the complainant and shall communicate the results of the investigation including conclusions reached and disposition of the grievance.
- (e) The Executive Director, Human Resources or his/her designate shall then further communicate his/her decision in writing to the complainant within ten (10) working days of the scheduled meeting referred to above.

5. Step 3 - Arbitration

- (a) If the decision of the Executive Director, Human Resources or his/her designate is not satisfactory or if none is communicated within the time limits referred to above, the grievance may be submitted - within ten (10) working days after the expiry of the time limit set out above for the written communication of the decision of the Executive Director, Human Resources or his/her designate - by the union to arbitration as set forth in Article 10 (Grievances and Grievance Arbitration).

6. Time Limits for Processing Harassment Grievance

- (a) No matter may be submitted to arbitration which has not been properly carried through all the requisite steps of the grievance procedure outlined above and subject to agreement reached as per clause (b) below.
- (b) Time limits provided for in this Article may be varied or extended by specific written agreement of the parties in any particular proceeding.

7. Representation

- (a) The Dean investigating allegation(s) of harassment shall be permitted to be accompanied by another non-bargaining unit member during the entire investigation process.

- (b) The employee shall have the right to be accompanied by a union representative at all and any meetings he/she attends.

8. Confidentiality

- (a) All University representatives who have access to information, or in possession of documentation pertaining to matters/incidents involving harassment, shall hold such in strict confidence. This shall include refraining from discussions or releasing information in any form, except as required by law or required for the operation of the University.

Article 12

ACADEMIC FREEDOM

1. The University and the Union agree that neither party shall interfere with, censor or discipline any Instructor's academic freedom. 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.

Academic freedom includes the freedom:

- (a) to examine, question, teach and learn;
- (b) to disseminate opinions on questions related to one's own academic interests, research and professional activities both within and without the classroom provided that the students' human rights are respected and that within the classroom, this does not interfere with students' opportunity to acquire the knowledge and skills established for the course being taught;
- (c) to pursue one's academic interests and research, creative endeavours and professional activities, subject to the satisfactory performance of all one's University duties;
- (d) to publish and otherwise make public the results of the pursuits noted in (c) above.
- (e) 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.

Article 13

APPOINTMENT PROCEDURE-POSTING

1. Work Available for Discharge

- (a) Decisions as to what teaching functions may be available for discharge by Instructors and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- (b) If it has been determined, by the time of the academic year at which advertising for probationary Faculty positions would have to occur, that teaching functions available for discharge by Instructors will require recruitment of first time appointees toward one or more two semester full workload appointments, then such Instructor recruitment will utilize the University's currently established guidelines respecting recruitment for probationary Faculty.
- (c) Decisions as to whether an individual applicant is to be offered an appointment to an available teaching function and if so which one, and all actions incidental to the process of reaching such decisions shall be within the University's discretionary authority.
- (d) In order to encourage excellence and diversity in instructor appointment, IACs shall make efforts to expand the pool of applicants (e.g. through advertisements, distribution to relevant university programs or professional groups, etc.)
- (e) The University will utilize its current established guidelines respecting advertising for its faculty/teaching positions prior to the posting dates in the collective agreement.

2. Departmental Posting Responsibilities

- (a) As soon as the Department is able to determine the total volume of teaching functions expected to be available for discharge by Instructors in the forthcoming semester/academic year (typically no later than the time of submitting preliminary Faculty teaching schedules to Timetabling), the Department shall post the work available for discharge in a central location, with a copy to the local union.
- (b) The University through its IACs may offer available teaching to individuals deemed to have particular skills, knowledge, or experience needed to enhance a particular program. In these instances the provisions of Article 14.10. (1) and (2) respectively (Appointment Procedure- Selection), shall not apply. Such appointments may not exceed 15% of the volume of work available for discharge in a given semester within a Faculty.

_____ (c) The number of sections posted in a position vacancy may be altered or reduced subsequent to the posting period. Normally, such alteration or reduction will be related to student enrollment or other related factors which may effect the number of sections which are required to be taught.

3. Work available for discharge shall be posted in the following manner:

- (a) listing of all the individual courses or sections of courses, and/or;
- (b) listing of all packages of courses or sections of courses that are combined by the department to create appointments as defined in Article 15 1. (Types, Duration and Form of Appointments), and/or;
- (c) Continuing Education courses and sections falling within the department's academic responsibility (day programme teaching function) which have not been assigned to faculty members regular workloads and which have not been included in the department's packages as per clause 3. (b) above, shall be listed separately from the other teaching functions, for the information of candidates.

4. Time Limits for Postings

- (a) The postings may be delayed only as a result of unusual circumstances of academic planning or budgetary uncertainties of the University and/or of the Department, if verified by the Dean; and the Union shall be notified of such circumstances.
- (b) Otherwise, such lists shall be issued not later than by November 1 for the Winter semester, March 1 for the Spring/Summer semester and May 15 for the Fall semester (together with the succeeding Winter semester where foreseeable), and shall be posted for a minimum of ten days.
- (c) While each such list shall reflect all foreseeable teaching functions available for discharge by Instructors as of the date of issue, additional lists may be posted, with a copy to the Union, if additional teaching functions become available at later dates.
- (d) In circumstances where a department is hiring a Faculty member posted as per 4 (b) above. any work whic

5. Posting Information

Each posting shall contain:

- (a) date of issue;
- (b) designation of the Department;
- (c) designation of each course to be taught by title and, where possible, by course number;
- (d) indication of how many sections of the same course are available for teaching, of the number of semester hours per section;
- (e) qualifications required for teaching the course(s);
- (f) any special qualifications desirable;
- (g) proposed work site, if other than Ryerson main campus;
- (h) date by which applications as per Article 14 9. (Appointment Procedure- Selection) are to be filed with the Department, such date in all cases being ten working days later than the date of issue of the posting (or if such date is a Saturday, a Sunday, or a holiday, then the following working day);
- (i) an explanation of the types of appointments for which the candidate may apply (sessional, reduced workload sessional or part time as defined in Article 15 1. (Types, Duration and Form of Appointments);
- (j) a statement outlining the candidate's responsibilities when applying for work available for discharge, as per Article 14 9. (1) (a) to (e) inclusive (Appointment Procedure - Selection).

6. Copies of Postings

- (a) Copies of the postings shall be mailed to the home addresses of all Instructors currently employed in the teaching Department and of any Instructors with priority of consideration in the teaching Department.
- (b) It is the Instructor's responsibility to ensure that the school/department has his/her most current address on file.
- (c) The Union and bargaining unit members shall indemnify and save harmless the University from any liability arising out of the non receipt of such postings by an individual Instructor(s).

Article 14

APPOINTMENT PROCEDURE - SELECTION

1. Instructor Appointments Committee

- (a) Consideration of all applications for teaching functions shall be undertaken by an Instructor Appointments Committee. The Committee shall consist of the Chair or the Chair's nominee as Chair of the Committee and of two regular/tenured faculty members of the Department chosen by the Chair. If the Chair considers that, on the basis of the above formula, a regular/tenured faculty member with an adequate background in the academic specialty concerned cannot be obtained, a suitable substitution or addition from amongst the regular/tenured faculty in another department within the Faculty may be made.

- (b) The Union may, if it so wishes, appoint one of the members of the Bargaining Unit to be present at the meetings of the Committee, the date, the time and place of which shall be communicated to the Union no later than five (5) working days prior to the expiry date of the posting.
- (c) The Dean and/or Chair of the IAC may also request the presence of a Human Resources Advisor to be present and to assist the Committee in the recruitment, selection and appointment process.
- (d) Decisions of the Committee shall be made by a majority vote but if there is no majority the vote of the Chair of the Committee shall prevail.
- (e) As soon as possible (normally within six working days) after the date by which applications were due, the I.A.C. shall convene to consider all applications received.
- (f) In determining eligibility for new appointments, the Instructor Appointment Committee shall consider current qualifications in relation to the work available for discharge, and the quality of the applicants work in previous appointments , if applicable, as per Article 16 and 17. Applicants who held a previous appointment with the University and who are judged to be unsatisfactory performers by a process which includes student evaluation, among other criteria, shall not be offered new appointments.

2. Duties of Instructor Appointment Committee (IAC) Members.

- (g) For clarity, the responsibilities for members of the IAC, shall include, but are not limited to, the following:
 - (i) Duties with respect to the IAC's composition:
 - ? elect a person from among its members to act as the Chair of the IAC at its first meeting held in the Fall semester.

(ii) Duties with respect to the appointment posting and selection process:

IAC members are required to adhere to the University's hiring and equity policies, academic hiring guidelines and any other protocols which may exist. Further, posting and selection responsibilities for members of the IAC, shall include, but are not limited to, the following:

- ? post the work available for discharge as outlined in Articles 13.02 and 13.03 of the Collective Agreement. Such posting includes, but is not limited to, posting separately from other teaching functions, for the information of candidates only, Continuing Education courses and sections falling within the department's academic responsibility (day programme teaching function) which have not been assigned to faculty members regular workloads and which have not been included in the department's packages as per Article 13.3(b);
- ? adhere to the posting time limits as outlined in Article 13.04 of the Collective Agreement;
- ? ensure that the posting contains all relevant information as outlined in Article 13.05 of the Collective Agreement;
- ? ensure that copies of the postings are mailed to the home addresses of all Instructors currently employed in the teaching Department and of any Instructors with priority of consideration in the teaching Department;
- ? develop rating scale for the criteria identified in Article 14.03 of the Collective Agreement prior to considering all applicable applications;
- ? consider all applicable applications normally within six working days after the date by which applications were due;
- ? advise the local union, of the date, time and place of the meetings of the IAC;
- ? if required, request the presence of the Human Resources Advisor to be present and assist the Committee in the recruitment, selection and appointment process;
- ? make a recommendation to the Dean regarding the hiring decision(s).

(iii.) Duties with respect to assessments/reviews:
conduct teaching assessments in accordance with Article 17 of the Collective Agreement

- (b) For clarity, duties of the Chair of the IAC, shall include, but are not limited to the following:
- ? ensure that the duties outlined in ii) above are carried out on a timely basis;
 - ? meet each semester no later than the second week of the semester in order to determine the schedule of teaching assessments for appropriate instructors as outlined in Article 17;
 - ? provide to the Dean the schedule of teaching assessments for applicable instructors in their School/Department by no later than the second week of the start of each semester;
 - ? to ensure selected Faculty members (other than IAC members) conduct teaching assessments, as required, consistent with the schedule set out in Article 17;
 - ? prepare a letter, should the appropriate teaching assessments outlined in Article 17 not be done, stating that the Instructor is deemed as having been satisfactorily assessed;
 - ? provide copies of the assessment or letter (as stated immediately above) to the instructor, appropriate Chair, Dean, and President of the Union;
 - ? ensure that priority of consideration status and experience credits are calculated as outlined in Article 14;
 - ? ensure that the Instructor's service record file contains a sheet recording on a running basis of experience credits as defined in Article 14.10 and 11., and the actual number of semesters taught by type of appointment subject to the provisions of Article 20;
 - ? communicate, in writing, currency requirements to appropriate instructors.
- (c) In cases where IAC members do not carry out their duties as outlined in Article 14 2(a) and (b) above and throughout this Article such members may be subject to disciplinary action, and such failure will also be noted in the members Performance and Conduct File.

3. Selection Criteria:

In order to be considered for an appointment, the candidate must possess the qualifications outlined in the posting. The IAC shall only consider applicants who meet these qualifications based on the following criteria:

- (a) Education
- ? the level of relevant academic degrees including credentials and professional designations, as applicable; and/or degrees typically held by a teacher in that discipline/profession in the university sector;
- (b) Experience
- ? the extent and variety of relevant work and/or community experience in the professional field or discipline;
- (c) Currency
- ? demonstrated evidence of having maintained up-to-date knowledge (including practice skills, where appropriate) in their specific field/discipline.
- (d) Teaching Skills

- ? demonstrated ability to teach effectively; evidence of skills applicable to teaching in a university environment (including post secondary teaching experience); university teaching experience.
- (e) Human Relations Skills
- ? to respect the rights of co-workers and students; reliability; demonstrated ability to meet commitment.

4. Rating Scale

- (a) The IAC will develop a rating scale for the criteria identified in paragraph 3. above. The IAC may, if it so wishes, assign more points to some categories than to others.
- (b) It is anticipated that the weights for each criterion shall remain reasonably stable within a given academic year, unless the course curriculum, course outline or mode of delivery has been revised.
- (c) The rating scale shall be developed by the IAC prior to the IAC considering all applicable applications. Where possible, the rating scale shall be included in the position vacancy. A copy of such scale shall be provided to the union.

5. Use of Seniority in the Hiring Process

- (a) Where the University fills the position, using the criteria described in paragraph 3. above, and where these criteria are, as between or amongst applicants, deemed relatively equal by the IAC, then the accumulated experience credits (seniority) shall be the determining factor.

6. Underfill Options:

- (a) Notwithstanding the above, where no applicant for a position has the prerequisite qualifications outlined in the postings, the IAC may consider applicants with lesser qualifications against underfill criteria established by the IAC. The development and establishment of underfill criteria shall not be interpreted as ongoing requisite qualifications for the posted position in future postings.
- (b) In such circumstances as described in clause 6. (a) immediately above, where the IAC establishes underfill criteria and recommends for appointment an applicant with lesser qualifications, the IAC will utilize the same process outlined in clauses 2., 3. and 4. above. It is understood and agreed that an applicant who has been offered a position for which she/he does not have the prerequisite qualifications (hired on an underfill basis), shall have no expectation or right to be reappointed on an underfill in future postings.

7. Instructor Appointments Committee Recommendation

- (a) The recommendation of the Instructor Appointments Committee shall be transmitted to the Dean concerned for the hiring decision.
- (b) The Dean shall review the recommendation of the IAC and render the hiring decision. Such decision shall be communicated forthwith to the IAC and to all candidates who applied. The IAC shall notify all non-successful candidates within two weeks of the successful candidate accepting the offer of employment.

8. Restrictions on Applying for Posted Work

The following restrictions apply to applicants applying for work available for discharge.

- (g) packages as defined in Article 13.3(b) (Appointment Procedure - Posting) shall remain intact;
- (g) applicants in the Instructor Track without Priority of Consideration status as defined in clause 12.(1)(a) below may accept Continuing Education contracts on the following conditions:
 - (iii) shall be separate and distinct from CUPE, Local 3904, Unit 1 appointments;
 - (iii) shall be governed by Continuing Education terms and conditions of employment as set out in the applicable collective agreement; and,
 - (iii) cannot be combined with existing CUPE appointments Local 3904, Unit 1.
- (c) Notwithstanding Article 14.8(b) immediately above, Instructors in the Instructor Track without Priority of Consideration who have nine (9) seniority (experience) points or more, and who apply for Continuing Education courses posted for information in accordance with clause 3(c) of Article 13 (Appointment Procedures - Posting), and mentioned by the applicant in clause 14(9) below and are successful in obtaining such a course, shall be paid for said course at their prevailing CUPE, Local 3904 Unit 1 salary rates. No more than one course per semester may be combined in this manner, and such combination shall apply solely and exclusively for salary purposes.

9. Applicant Responsibilities

- (1) Applicants applying for work available for discharge shall:
 - (a) apply in writing,
 - (b) indicate their preference regarding type of appointment as per Article 13 5. (i) (Appointment Procedure - Posting), the courses or number of sections of the same course and/or package, and all the courses the candidate considers himself/herself qualified to teach.
 - (c) The applicant will attach an updated resume and/or academic qualifications and any other relevant information concerning his/her candidacy.
 - (d) A Senior Instructor applicant as defined in Clause 10.1 below and Instructors in the Instructor Track without Priority of Consideration who have nine (9) seniority (experience) points or more, may indicate in their application which of the Continuing Education courses and sections posted for information, as per Article 13.3.(c) (Appointment Procedure - Posting), he or she would prefer should the volume of teaching applied for not be available from the teaching functions available for discharge. Instructors in the Instructor Track without Priority of Consideration who have nine (9) seniority (experience) points or more shall be subject to Article 15.8(c) above when applying for Continuing Education courses and sections posted for information.
 - (e) The address or addresses to which the letter of appointment should be sent and a statement of any periods during which the applicant cannot be contacted.
 - (f) Successful applicants shall be required as a condition of employment to validate their academic qualifications through the provision of original transcript(s) no later than six (6) weeks from the date of the original appointment.

10. Order of Consideration of Applicants - Part A

- (1) Instructors in the Senior Instructor Track
 - (a) Instructor Appointments Committee shall recommend the offering to the applicant who has priority of consideration as per clause 11. (1) below with the greatest experience credits as established pursuant to clause 11. (2) below, the number and kind of courses and the type of appointment the applicant has indicated pursuant to clause 9. above as his/her preference, unless the applicant is determined by the Instructor Appointments Committee not to be qualified.
 - (b) If the applicant is not considered qualified the Instructor Appointments Committee shall recommend offering the same number of other courses and the same type of appointment, or if he/she is not considered qualified for such an alternative appointment, a different type of appointment consisting of available courses for which the Instructor Appointments Committee considers the applicant qualified in accordance with the posting provisions of Article 13 5. (Appointment Procedure - Posting).
 - (c) This procedure shall be continued for each applicant in order of experience credits until either all applicants with experience credits (priority of consideration) as defined in clause 11. (1) below have been considered or the courses or sections of the same course in the listing have all been assigned.

- (d) If, however, an applicant being considered in accordance with this paragraph does not obtain the number and kind of courses indicated pursuant to clause 9. above because all courses in the Department's required combinations which the candidate is considered qualified to teach have been assigned, the Instructor Appointments Committee shall recommend the requisite number and kind of courses from among the Continuing Education courses posted for information in accordance with clause 3 (c) of Article 13 (Appointment Procedure - Posting) and mentioned by the applicant in accordance with clause 9 above, unless the applicant is determined by the Instructor Appointments Committee not to be qualified to teach such Continuing Education Courses.
- (e) In the procedure outlined above, the paramount consideration shall be to allot to all qualified applicants in order of the amount of their experience the number of courses desired within the restrictions of the types of appointment applied for.
- (f) Where a school/department has specific currency requirements with respect to a course(s) taught by an Instructor in the priority pool, the Chair of the IAC shall communicate those currency requirements, in writing, to the Instructor concerned. The Instructor will have one semester in which to take appropriate measures to meet the currency requirements. Failure to meet the currency requirements within the specific period of time, shall constitute just cause for non reappointment in subsequent postings, should the work be available for discharge and should the Instructor apply for such work.

Order of Consideration of Applicants - Part B.

- (2) Instructor Track Applicants and External applicants.
- (a) If there are posted teaching functions unfilled following the procedure of clause 10. (1) above, the Instructor Appointments Committee shall fill such residual courses pursuant to Article 13(1) and in accordance with clauses 2.,3.,4., 5. and 6. above.
- (b) In response to applicable recruitment methods, applicants previously found unqualified may again submit their applications but their experience shall be ignored at that stage of the competition. These applicants shall be considered with and as if they were external applicants who responded to the applicable recruitment methods.
- (c) If, at this stage of the competition, the Instructor Appointments Committee decides to recommend the appointment of a Senior Instructor as defined in clause 11.(1) below to teach courses and sections from among those listed in the Department's required combinations but still available for discharge, the provisions concerning Continuing Education courses referred to in clause 10. (1)(a) above shall not apply in such an appointment.

11. Establishing and Maintaining Priority of Consideration

(1) SENIOR INSTRUCTOR TRACK--Priority of consideration means:

- (a) the applicant was hired prior to August 16, 1993 and has taught in the Department as an instructor -
 - (i) in the past four years at least one credit course during at least five semesters with such teaching to include the experience credit equivalents of clause 2.(f) below; OR,
 - (ii) in the past five years during five semesters, a one semester course that never is offered in the other semesters of the academic year including the experience credit equivalents of clause 2. (f) (ii) below.
- (b) The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 11. (1) (a) above, has maintained it by having taught in the department as an Instructor -
 - (i) at least one credit course in five (5) of the previous nine (9) semesters with such teaching to include the experience credit equivalents of clause 2.(f) below; OR,
 - (ii) a one semester course that is never offered in other semesters, in three (3) of the previous five (5) years, including the experience equivalents of clause 2.(f)(ii) below.
- (c) The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 11. (1)(a) above and electing to upgrade their educational qualifications, subject to the following restrictions:
 - ? educational upgrading must be relevant to the academic needs of the University;
 - ? the instructor must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

and at the discretion of the Chair/Director, maintains priority of consideration

- (i) where at least one (1) credit course has been taught during at least five (5) semesters in the preceding thirteen (13) semesters, while continuing to teach at Ryerson at the same time as they are upgrading their educational qualifications; or
- (ii) where at least one (1) credit course has been taught during at least five (5) semesters in the preceding eleven (11) semesters, while not teaching at the same time as they are upgrading their educational qualifications.
- (d) Instructors who do not acquire and/or maintain priority of consideration as envisaged in clauses 11. (1) (a),(b), and (c) above shall permanently lose their priority of consideration and experience credits as per 2 below and shall be deemed to be Instructors in the Instructor Track as per 12.(1)(a) during their teaching appointment.

(2) Seniority (Experience) Credits

The amount of experience of each candidate for the purpose of the above priority consideration shall be established by the Instructor Appointments Committee as follows:

- (a) For Departmental teaching appointments commencing on or after August 16, 1986 (subject to Appendix II (Retired and Limited Term Faculty Members) for appointments commencing after December 1988):
 - (i) 1/4 unit of seniority (experience) credit per semester of part time hourly appointment
 - (ii) 1/2 unit of seniority (experience) credit per semester of full or reduced workload sessional appointment; provided that the total credits shall not exceed one (1) for any single academic year.
- (b) for Departmental teaching appointments commencing on or after August 16, 1992:
 - (i) 1/3 unit of seniority (experience) credit per semester of part-time hourly appointment;
 - (ii) 1/2 unit of seniority (experience) credit per semester of full or reduced workload sessional appointment;

provided that the total seniority (experience) credits shall not exceed one (1) for any single academic year; plus
- (c) for Departmental teaching appointments in the period prior to August 15, 1986, experience credits established by the formula (semesters taught/4 + semesters hours taught/66); and
- (d) for Instructors whose first appointment in the Department occurred prior to August 16, 1984, additional experience credits will be added for University teaching experience outside the Department prior to August 16, 1984, according to the formula in (c) above.
- (e) where total seniority (experience) credits as defined by (a), (b),(c) and (d) above differ for two or more candidates by less than 0.12 seniority (experience) credits, those candidates shall be considered as having equal experience.

- (f) seniority (experience) credits calculated according to (a), (b), (c) and (d) above shall incorporate the semester hour equivalent of:
 - (i) work undertaken in accordance with the provisions of Article 16 2. (Duties and Obligations); and,
 - (ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 22 5. (g) (Leaves); and,
 - (iii) seniority (experience) credits arising from disability leave according to the provisions of the disability benefit envisioned in Appendix I (Benefit Plan Coverage) and;
 - (iv) seniority (experience) credits arising from a parental leave according to the provisions of Article 22 7. (Leaves).

12. Instructor Track

(1) Experience Credits (Seniority)-- Instructor Track

- (a) The following Instructors shall be considered to be in the Instructor Track
 - (i) Instructors hired after August 15, 1993 and who are, therefore, ineligible to acquire priority of consideration.
 - (ii) Instructors as envisaged in clause 11.(1) (d) above
- (b) The amount of seniority (experience) credits of each applicant in the Instructor Track shall be calculated by the Chair/Director and confirmed by the Instructor Appointments Committee as follows: for Departmental teaching appointments commencing on or after August 16, 1993:
 - (i) 1/3 unit of seniority (experience) credit per semester of part-time hourly appointment;
 - (ii) ½ unit of seniority (experience) credit per semester of full or reduced workload sessional appointment;

provided that the total seniority (experience) credits shall not exceed one (1) for any single academic year.

(2) Seniority Credits (Experience Credits)

- (a) For Instructors hired after December 16, 1996, they may be granted seniority (experience) credits as defined in clause 12 (1)(b) above after completing three semesters of teaching within a thirty (30) month period based on satisfactory review of performance by the IAC and subject to the Dean's approval.
- (b) Instructors hired between August 16, 1993 to August 15, 1996 will be granted seniority (experience) credits as defined in clause 12 (1)(b) above for the September 1, 1997 hiring appointment process providing they have worked(completed) at least three semester of teaching.
- (c) Instructors hired between August 16, 1993 to August 15, 1996 and who have not completed three semesters of teaching will be granted seniority (experience) credits as defined in clause 12 (1)(b) above when they have completed three semesters of teaching.
- (d) Instructors who were hired before August 16, 1993 and who lose their priority of consideration status during the term of this Collective Agreement, they will be granted seniority (experience) credits as defined in clause 12 (1)(b) above for the next hiring appointment process, (after losing their priority).
- (e) Seniority (experience) credits in clauses 12 (2)(a) to (d) above, will be calculated from the first date of hire. Seniority will be used in subsequent hiring decision pursuant to the posting provisions of this collective Agreement.
- (f) Seniority (experience) credits shall only accrue during periods of active employment with the University.
- (g) Seniority (experience) credits shall lapse automatically and are not redeemable after a period of 24 consecutive months during which time there is no employment relationship with the University, as an Instructor with the University.
- (h) Seniority (experience) credits calculated according to clause 12 (2)(a) to (g) above shall incorporate the semester hour equivalent of:
 - (i) work undertaken in accordance with the provisions of Article 16 2. (Duties and Obligations); and,
 - (ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 22 5.(g) (Leaves); and,
 - (iii) seniority (experience) credits arising from disability leave according to the provisions of the disability benefit envisioned in Appendix I (Benefit Plan Coverages) and;
 - (iv) seniority (experience) credits arising from a parental leave according to the provisions of Article 22 7. (Leaves).
- (iii) The terms “experience credits” and “seniority” are used interchangeably in this Article and in other provisions of the Collective Agreement and both terms mean the amount of experience credits accrued for Departmental teaching appointments in accordance with the provisions set out in this Article.
- (j) An instructor upon completion of 6 academic semesters of teaching

who

_____? educational upgrading must be relevant to the academic needs of the department/faculty;

? the instructor must show proof of registration and successful completion of upgrading or proof of progress at the end of each semester;

In these circumstances, no seniority (experience) credits shall accrue during the period of non-employment with the University, however, upon application and appointment to a posted vacancy in the bargaining unit, the instructor shall be credited with the seniority (experience) credits he/she had on the official record prior to the educational upgrading for a maximum of 5 years from the date educational upgrading was undertaken by the instructor. After 5 years the instructor's seniority (experience) credits shall lapse as per 11 (2) (g) above.

13. Appointment Procedure - Emergency

- (a) An emergency appointment may be made under the provisions of this Article when new work (i.e. work becomes available due to unforeseen circumstances and has not been previously posted) becomes available for discharge and there is less than three weeks to commencement of teaching.
- (b) For any unforeseen circumstances where a Faculty member is not available to discharge his/her teaching duties and the department determines that such work is available for discharge to Instructors the department shall fill such work in an appropriate manner. Wherever possible this will include the department first approaching an Instructor with the requisite qualifications who does not have a Full Sessional Appointment.
- (c) When the situation described in clause 1 above occurs, the following modifications of the provisions of Articles 13 (Appointment Procedure - Posting) and 14 (Appointment Procedure - Selection) shall prevail:
 - (i) the ten-day period foreseen in Article 13 4. (Appointment Procedure - Posting) may be reduced, but to no less than two working days;
 - (ii) the Department shall post such new work in a central location. Instructors with priority of consideration - except those who already have a sessional appointment for the semester in which the teaching function being offered is to be performed, shall be considered;
 - (iii) notwithstanding 9. (2) above outside advertising and any other outside direct recruitment may be undertaken simultaneously with or at any time after the posting;
 - (iv) if, following the recommendation of the Instructor Appointments Committee and following consultation with the President of the Union, the Dean decides to appoint an applicant, exchanges between the Dean and the President of the Union may be oral, and, if need be, by telephone.

Article 15

TYPES, DURATION AND FORM OF APPOINTMENTS

Types of Appointments

1. The following types of appointments shall be offered to Instructors:
 - (a) a full-workload sessional appointment, normally for 30 to 32 total semester hours over two successive semesters;
 - (b) a full workload half-sessional appointment, normally for 15 to 16 semester hours in any one semester;
 - (c) a reduced-workload sessional appointment, for at least 9 but less than 15 semester hours in each of two successive semesters;
 - (d) a reduced-workload half-sessional appointment, for at least 9 but less than 15 semester hours in any one semester;
 - (e) a part-time hourly appointment/two semesters, for less than 9 semester hours in each of two successive semesters;
 - (f) a part-time hourly appointment/one semester, for less than 9 semester hours in any one semester;
 - (g) a multi-term appointment consisting of any appointment type listed in 1 (a) to (f) above for more than one (1) academic year.

Duration of Appointments

2. The duration of appointments normally shall be for the following periods:
 - (a) August 16 to June 15 for both full and reduced-workload sessional appointments;
 - (b) August 16 to January 15, or December 16 to May 15 for both full and reduced-workload half-sessional appointments; however, a half-sessional appointment for the Winter semester, immediately following a half-sessional appointment for the Fall semester, shall be for the period January 16 to June 15;
 - (c) August 23 to May 8 for two-semester part-time appointments;
 - (d) August 23 to December 31, or January 1 to May 8 for one-semester part-time appointments.

- (e) Where an Instructor is offered and accepts an appointment which has the effect of changing the original appointment from a part-time appointment to a sessional appointment, the University will back date such appointments. Adjustments relative to the total remuneration shall be effected the next scheduled pay period following notification to the Human Resources Department of the change in appointment type.
 - (f) Benefits entitlements which may accrue to the Instructor as a result of a change in appointment type shall be back dated effective to the appropriate contract start date and shall lapse as per the applicable provisions pursuant to Article 21 (Benefits). Instructors shall continue to receive the 2.05% compensation-in-lieu of benefits until they are enrolled into the applicable benefits program. As a result of the back dating of benefit entitlements for such contracts the Instructor shall be required to reimburse the University the amount he/she received for 2.05% compensation-in-lieu of benefits. Such amount shall be deducted from subsequent pay cheque(s) either in one lump sum payment or in four (4) equal installments, at the Instructor's option.
3. The total period of all appointments shall be deemed to include:
- (a) periods of preparation or review of courses before the period of instruction starts, during study week or other interruptions in instruction, and/or during Christmas break (about 10 weeks in total for sessional appointments and about 4 weeks in total for two-semester part-time appointments);
 - (b) periods of instruction, student counselling, and student evaluation (about 15 weeks per semester);
 - (c) periods of paid vacation mutually agreeable to the Instructor and the Chair (about 4 weeks in total for sessional appointments and about 2 weeks in total for two-semester part-time appointments);
- Vacation leave for Instructors with sessional appointments shall normally be scheduled in the first and last two week period of the appointment. Vacation leave for Instructors with part-time appointments shall normally be scheduled in the first and last week period of the appointment.
- (d) for appointments of shorter total duration than anticipated in (a) through (c) above, those component periods in proportion.
4. Notwithstanding the provisions of clauses 2. and 3. above, sessional and half-sessional appointments may, if necessary, start and terminate at different dates, provided that their total length shall not exceed the periods appropriate for each implied in clauses 2. and 3. above.
5. Notwithstanding the above, appointments may be made in the Spring/Summer term for a period appropriate to the duration of the teaching term relative to Fall or Winter terms.
6. For reasons of unforeseeable academic necessity, a sessional, half-sessional or part-time hourly appointment may be of shorter duration than specified or implied in clauses 2. through 5. above; however, the salary for such an appointment shall be prorated to the appropriate salary level as specified in Article 20 (Salaries). The Union shall be informed as to the specific reasons for such an appointment.
7. Each appointment shall expire on its terminal date automatically and without notice. Any further appointment of the same Instructor, even one following immediately upon a previous one, shall constitute a new separate appointment, not a renewal or extension of a previous one. The parties recognize that, regardless of the cumulative length of or the number of successive appointments which may be made of the same Instructor, there is neither expectancy of continuity beyond the term of the current appointment, except to the extent foreseen in other Articles of this Collective Agreement nor of transfer to probationary faculty.

Letters of Appointment

8. All appointments shall be by letter of appointment and stipulate:
 - (a) the type of appointment;
 - (b) the period of appointment, and the number of semester hours to be taught;
 - (c) the Department to which the Instructor is assigned;
 - (d) the salary to be paid, and that the salary level is a function of clauses 5., 6., 7., and 8 as applicable, of Article 20 (Salaries);
 - (e) and that this Agreement, constitutes an integral part of the contractual relationship between the Instructor and the University established by the letter of appointment;
 - (f) and the date on which the offer shall lapse if its written acceptance is not by then received by the University; such date shall be three weeks following the date of the offer, but if such date is later than the effective date of the appointment, the Instructor should try to provide a more prompt response.
 - (g) The Dean's offer of appointment package, to a first time appointee, shall include a copy of the current collective agreement. Subsequent offers of appointment, if applicable, shall not include a copy of the Collective Agreement. Instructors may obtain a copy of the Collective Agreement either from the Union office or from the Human Resources Department.
9. The letter of appointment shall be sent to the address provided by the applicant on the application pursuant to provisions of Article 14 9. (1)(e) (Appointment Procedure - Selection); where multiple addresses are listed on the application for the three week period defined in clause 8., (f) above, copies of the letter of appointment shall be sent to each listed address; where the applicant, pursuant to provisions of Article 14 9.(1) (e) (Appointment Procedure - Selection) , has defined times during which he or she cannot be contacted, and where the three week period defined in clause 8. (f) above includes all or part of these times, the date on which the offer shall lapse shall be extended by the number of such days the Instructor cannot be reached.
10. As soon as possible following receipt of the Instructor's formal acceptance of an offer of appointment, the Instructor shall have made available course outlines or equivalent instructional information, access to those Library and Departmental supplies, services and equipment normally available to Faculty and, at least for Instructors with sessional appointments, an assignment of office space and furnishings that, within the facilities available to the Department, are reasonably within the range of Departmental space patterns.

Article 16

DUTIES AND OBLIGATIONS

1. The duties of Instructors shall be:
 - (a) to prepare for the courses they are to teach;
 - (b) to teach the courses assigned to them according to a prescribed curriculum and by prescribed methods;
 - (c) to evaluate the work of students taking their courses;
 - (d) to counsel such students;

- (e) to participate in departmental course review and planning activities;
 - (f) to perform such other functions as are customarily performed by academic personnel and as may be assigned to them by the Chair, with due regard to the ratio of such assignments to the total teaching function to which they are appointed; such functions include examination invigilation and participation in departmental meetings and committees, and may include limited research.
 - (g) to maintain currency in their discipline/field/profession relevant to the course(s) they teach and instructors with priority of consideration shall be subject to Article 14 10.(1)(f) (Appointment Procedure - Selection).
 - (h) submit to the chair of the department, a brief report of activities undertaken to maintain currency. Such submission shall be required once every academic year.
2. (a) Instructors shall not be required to perform major duties additional to those specified in clause 1. above, such as: work on programme, curriculum, and teaching methods design; design of a new course or a major revision of an existing one; external liaison on behalf of the University; undertaking of a major research project; course coordination and supervision; participation in University-wide committees; and any other similar major academic task.
 - (b) Notwithstanding the above, where the University defines a need for an Instructor to undertake such an academic task beyond the functions foreseen in clause 1 above, the University may offer an Instructor such a task. When the offer is made, the task will be defined in terms of the number of semester hour equivalents of time it requires, and the teaching maxima outlined in Article 16.5(a) below with respect to semester hours shall not apply in such cases.
 - (c) Should the Instructor accept, he/she shall be compensated either through release time from equivalent teaching duties or through extra payment for those semester hours at the rates defined in Article 20 (Salaries).
3. Instructors may, from time to time, be required to participate in and/or complete specific activities related to their duties as an Instructor, which have been scheduled beyond the terminal date of their appointment (e.g. attending departmental review meetings, planning meetings, participation in student appeals, etc.). In such circumstances, the Chair/Director and the Instructor shall agree on the type of participation required and the amount of time needed to complete such activity(ies). Such agreement shall be confirmed by the Chair/Director in writing and the Instructor shall be paid \$30.00 per hour for the agreed upon activities. The Instructor will be paid a minimum of two hours or the amount of time required to carry out the agreed upon activities, whichever is greater. Should there be no agreement between the Chair/Director and the Instructor there will be no penalty or reprisal as a result of non-agreement.
 4. Instructors shall not be required to attend at the University during statutory holidays, except where inevitable academic exigencies so demand.
 5. (a) The teaching workload assigned by the Chair to Instructors on all full-workload appointments shall consist normally of from 15 to 16 semester hours in any one semester or from 30 to 32 semester hours in any two consecutive semesters, provided that the average section sizes listed below are not exceeded except as envisaged below as at the official count date. In all cases, the number of teaching hours assigned to full-workload sessional and half-sessional Instructors shall be reflective of workloads customary to the Department in which the Instructor is employed.

sections	average section size
-----	-----

1	48
2	44
3 or more	36

(b) Where aggregate student enrolment exceeds the maximums stated above, the instructor shall be compensated as follows. The Instructor may, if he/she so wishes, to give up the compensation and to elect instead that appropriate support be provided through the hiring of an Academic Assistant.

(c) If the average student enrolment for all sections assigned to the instructor exceeds the maximums stated above, the instructor shall be compensated as follows for the total number of students over the aggregate amount:

up to 18 students at a rate of \$50.00 per student

19 to 24 students at a rate of \$55.00 per student

25 to 35 students at a rate of \$60.00 per student

(c) The instructor and the Chair/Director may mutually agree to increase the maximum of 35 students as articulated above at a rate of \$60.00 per student or with appropriate Academic Assistant support. Should there be no agreement to increase the maximum of 35 students there will be no penalty or reprisal as a result of non-agreement.

6. In special teaching situations, such as studio, team-teaching, or combined classes, the number of semester hours referred to in clause 5. (a) above may be adjusted upwards to 21 hours or downwards to 12 hours by the Chair.

7. The size of clinical practicums in the School of Nursing will be equivalent to those for the RFA faculty.

8. For purposes of workload calculations one section of a Social Work practicum course shall be considered the equivalent of a regular 3 hour section. For each practicum section, the Instructor will be required to work an average of 9 hours per week. This shall include the duties and obligations as set out in Article 16 (Duties and Obligations).

Social Work theory courses shall be considered as regular courses for the purpose of workload calculation.

9. Normally, the maximum daily teaching span for sessional and half-sessional Instructors shall be seven hours including a meal period, with no more than four consecutive teaching hours, subject to Article 13 3. (b) (Appointment Procedure - Posting).

10. Instructors shall attend punctually their assigned classes, and shall be adequately prepared for each one.

11. Instructors shall inform the Department of anticipated inability to meet a class, and shall do so as defined by the School/Department in good time so as to enable the Department to either arrange for a substitute or to cancel the class.

12. Each Instructor shall post in the Department throughout the period of instruction during which he/she is employed a schedule indicating where and when the Instructor shall be available for counselling students.

13. The University recognizes that outside activities falling within the Instructor's discipline, may enhance the Instructor's effectiveness as a teacher. Instructor's may engage in outside occupations or professional activity, however:

(a) such professional activity shall not conflict or interfere with the fulfilment of his/her duties and obligations as provided for in Article 16;

- (b) such professional activities shall not reflect adversely on, or be to the detriment of the University;
- 14. While Instructors shall have the freedom to participate in general discussions of issues arising within the University, any criticism expressed in such discussions shall be characterized, as must criticism voiced anywhere, by a sense of responsibility. Further, Instructors shall not discuss their grievances with students.
- 15. Instructors shall refrain from expressing or condoning views or adopting attitudes and behaviours which might damage or violate the self respect, dignity and human rights of the students they teach.
- 16. Instructors shall respect the dignity, integrity and human rights of their teaching and non teaching colleagues and shall sustain a climate in which members of instructional staff may function as responsible academics.

Article 17

TEACHING ASSESSMENT AND SERVICE RECORD FILE

1. An Instructor shall be assessed for teaching competence twice each semester during the first five semesters of departmental appointment as follows:
 - (a) Before the end of the first two weeks of the semester, and also at the time of making arrangements for the assessors' classroom visits, the Instructor shall be informed in writing of the criteria to be used in the assessment of teaching competence. Such criteria generally shall be appropriate to the Instructor's duties as defined in Article 16 1. (a) and (b) (Duties and Obligations), but may include factors and/or standards particular to the course being taught;
 - (b) arrangements for visiting a class for the purpose of making an assessment shall be made with the Instructor concerned at least a week in advance, and no assessment visits shall be scheduled during the first two or the last two weeks of the teaching semester;
 - (c) the assessments of any one semester shall be made by two different members of the Department's Faculty at two different times, and, where possible, at least one assessor's field of knowledge shall include the course being taught;
 - (d) each assessor, within two weeks from the date of the class visit, shall submit to the Instructor, with a copy to the appropriate Chair, Dean, and the President of the Union, a letter with the assessor's findings;
 - (e) failure of the University to arrange for any such assessment, unless due to circumstances beyond the University's control which shall be identified in the service record file, shall have the effect of the Instructor concerned being deemed as having been satisfactorily assessed, and a letter to this effect shall be placed on the Instructor's service record file by the Chair;
 - (f) after five semesters of employment in the Department and after the Department has had ten opportunities to conduct assessments, the Instructor shall not be assessed thereafter except in the following two situations:

- (i) where an Instructor Appointments Committee offers a course to an Instructor whom it would not otherwise consider to have met the posted qualifications for the course, the Committee may require a maximum of two assessments of such a course as a condition of the offer; and the Instructor shall be so informed in the letter of appointment defined in Article 15 8. (Types, Duration and Form of Appointments); or
 - (ii) where such teaching assessments are to be a component of an inquiry under the provisions of Article 18 (Conduct and Discipline).
- 2. The assessment made pursuant to the preceding paragraph shall be deemed to fall within the area of the University's discretionary authority.
- 3.
 - (a) The assessors' letters, or the Chair's notes stating that an Instructor is deemed to have had a satisfactory assessment pursuant to the section (e) of clause 1. above, together with the Chair's opinion, or any substantiated observations of others which the Chair or the Instructor considers should be part of the Instructor's record, all bearing on the Instructor's professional performance of the assigned duties and obligations as defined in Article 16 (Duties and Obligations), shall be placed in the Instructor's Service Record File. No anonymous observations or communications shall be so placed.
 - (b) The Chair shall inform the Instructor of any material being placed in the Service Record File, and the File shall be available to the Instructor at the Instructor's request to the Chair to inspect it during normal working hours, and following reasonable prior request to the Chair. The Instructor may make observations upon the material in his File, and such observations, upon written request to the Chair, shall be placed in the File.
- 4. The Chair shall ensure that the Instructor's service record file contains a sheet recording on a running basis:
 - (a) for the purpose of calculating experience, credits as defined in Article 14 11. and 12. (Appointment Procedure - Selection); and
 - (b) for the purpose of calculating salary level, the actual number of semesters taught by type of appointment subject to the provisions of Article 20 (Salaries).
- 5. At the Instructor's request, the Chair shall provide the Instructor with a brief summary, addressed "To whom it may concern", of the Instructor's Departmental appointments and associated teaching assessments and performance as documented in the Service Record File.

Article 18

CONDUCT AND DISCIPLINE

- 1. Conduct of an Instructor which is unbecoming the status of a member of the teaching community of an academic institution, including persistent neglect of the duties and obligations set forth in Article 16 (Duties and Obligations), may, following a disciplinary inquiry, be subject to disciplinary measures.

Disciplinary measures should be appropriate to their cause and to the principles of progressive discipline.
- 2. Disciplinary authority (that is, the authority to institute a disciplinary inquiry and, where warranted, to apply disciplinary measures) normally shall rest with the Chair; but the Dean or the Vice President, may by derogation and substitution assume the disciplinary authority where the gravity of the case warrants, or where the Chair or the Dean refuses to institute a disciplinary inquiry in a matter which, in the opinion of the higher official, requires such action.

3. Where the Instructor's alleged misconduct affects another Instructor, a Faculty member, any other employee or persons rendering services to the Board, or a student, any such person shall have the right to request in writing to any of the officials referred to in clause 2. above, that a disciplinary inquiry be instituted.
4. All disciplinary proceedings shall be confidential.
5. An Instructor shall, prior to the imposition of discipline be provided with the allegation against them in writing, with a copy to the union, and , be notified at a meeting with the person exercising disciplinary authority of the reasons for considering such action, unless the Instructor is a danger to themselves or others. The Instructor may be accompanied by a representative of the Union, which shall be advised, in advance, of the time and place of the meeting.

Article 19

DISCHARGE AND TERMINATION

1. An Instructor can be discharged before the expiry date of the appointment only for just cause, such as gross misconduct or grossly unsatisfactory performance. In such a case no notice or pay in lieu of notice shall be required.
2. If, notwithstanding the provision of clause 1. above, an Instructor is terminated before the expiry date of the appointment because his/her services are no longer required owing to elimination of the course(s) or section(s) of a course he/she is teaching, the Instructor shall be given three (3) weeks notice in writing. Alternatively the Instructor may be paid salary in lieu of such notice period.

It is understood that, if only some component parts of the Instructor's total teaching function are no longer required, the foregoing provisions of this paragraph shall apply only to the specific course(s) or section(s) that are eliminated and not to the remainder of the Instructor's teaching function.

3. Decisions concerning discharge or termination shall be made by the Dean upon the recommendation of the Chair and shall--unless the reasons for discharge are such as to render this impractical or inappropriate--be preceded by a notice in writing to the Instructor and the union of the reasons for the discharge and termination, and by a meeting of the Instructor with the Dean at which the reasons for the discharge or termination shall be stated. The Instructor may be accompanied at the meeting by a representative of the Union which shall be advised, in advance, of the time and place of the meeting.

ARTICLE 20

SALARIES

1. Instructors shall be paid according to Schedule B, C, and D below:

Level	Schedule A - August 16, 2000 to August 15, 2001	Schedule B - August 16, 2001 to August 15, 2002	Schedule C - August 16, 2002 to August 15, 2003	Schedule D - August 16, 2003 to August 15, 2004
1	35,955.46	38,324.81	40,850.96	41,667.98
2	37,573.34	40,049.96	42,689.15	43,542.93
3	39,264.67	41,852.11	44,610.13	45,502.33
4	41,031.48	43,735.42	46,171.32	47,094.74
5	42,877.86	45,266.00	47,786.63	48,742.37
6	44,378.43	46,849.64	49,459.26	50,448.45
7	45,931.02	48,489.47	51,190.26	52,214.07
8	47,538.70	50,186.53	52,470.20	53,519.61
9	49,202.48	51,441.37	53,781.99	54,857.63
10	50,432.72	52,727.44	55,126.67	56,229.20
11	51,693.57	54,045.75	57,352.24	58,499.28
12	52,986.03	56,227.68	58,212.97	
13	54,311.14	57,071.54		
14	55,125.18			
15	55,952.49			

Current Instructors in the Senior Instructor Track whose salary rates are greater than those listed in clause 1. immediately above, shall be grandparented at their current salaries.

2. Basic salary rates shall be paid to all Instructors who have full-sessional appointments with a full workload; 1/2 the basic salary rates shall be paid to all Instructors who have half-sessional appointments with a full workload.
3. Sessional and half-sessional appointments with a reduced workload or part-time appointments shall be paid in terms of the following formula: number of semester hours in the appointment times the basic salary rate divided by 31.0.
4. The types of appointments specified in 2 and 3 above and the workloads associated with each type of appointment shall be defined in Articles 15 (Types, Duration and Form of Appointment) and 16 (Duties and Obligations).
5. The experience level applicable to each Instructor shall be reassessed at the beginning of each semester; the Instructor shall advance one level for each two semesters of sessional appointment and/or for each three semesters of part-time appointments.

6. It shall lie within the University's discretionary authority to appoint Instructors at salary levels higher than those resulting from the application of the above provisions. Normally the IAC shall recommend to the Dean and the Dean may approve an applicant for hire in special circumstances pursuant to the provisions of the appointment procedures Articles up to level 8 of the salary scale.

In unusual circumstances the Dean shall have the right to hire an applicant beyond level 8 of the salary scale. The Vice President, shall have the authority to approve the Dean's recommendation of a higher starting salary level. The rationale for such salary deviation shall be provided to the local union. The Union shall be informed of all such instances.

7. Where an instructor is successful in obtaining work in more than one department, for salary purposes only, the instructor shall be paid at the highest rate attained provided that both appointments draw on the same expertise/knowledge base.

Where an instructor is successful in obtaining work in more than one department, for salary purposes only, the instructor shall be paid at the appropriate rate within each individual department provided that the appointments draw on a different or divergent expertise/knowledge base.

Where an instructor is successful in obtaining work in more than one department, for benefit purposes only, the semester hours of the appointments shall be totalled and the Instructor shall be eligible for the applicable benefits as outlined in Article 22, Benefits.

Notwithstanding the above, the experience points shall accrue in each department as provided for in Article 14 10.

8. Salaries paid according to Article 20 (Salaries) include pro-rata payment for statutory holidays falling within the period of appointment and include pro-rata vacation pay for the periods designated in Article 15 2. and 3. (Types, Duration and Form of Appointment).

Article 21

BENEFITS

1. The University shall provide to Instructors the statutorily required social security benefits on conditions prescribed in the relevant provisions.
2. The University shall, for all Instructors, waive the tuition fee for two day-programme credit courses taken at the University during the day or during the evening by such an Instructor; or an by Instructor's spouse; or dependent.

For Instructors hired before August 16, 1990, the University shall, at the discretion of the Chair/Director, waive the tuition fee for two additional day-programme credit course per semester taken at the University during the day or during the evening, which is relevant to the academic needs of the Faculty/ Department, for instructors only.

The expression "tuition fee" means only that portion of the total attendance fees which is designated as such and constitutes charges for attendance of a specific credit course.

Eligible courses include all regular offerings published in the full time and continuing education calendar, where the University collects tuition fees.

The University shall waive for the instructor and/or his/her spouse/or dependants a maximum equivalent dollar value that reflects the current annual domestic undergraduate tuition fee in non-cost recovery programs, per year, per eligible instructor, as determined by the University. Instructors are responsible for the difference for any course that exceeds this amount.

3. The University shall provide health, dental, life, and disability insurance benefit coverage at University expense for Instructors with sessional appointments.
4. The University shall enrol all Instructors with sessional appointments in the various benefit plans as outlined in Appendix I (Benefit Plan Coverage) of this Agreement. Benefit coverage shall be of twelve months' duration for two -semester appointments and of six months' duration for one-semester appointments. Benefit coverages apply to the Instructor and the Instructor's spouse and/or dependents as applicable. Benefits coverage for the specified time periods does not in any way imply or connote a continuing employment relationship for that Instructor beyond the terminal date of his/her appointment. Instructors with part-time appointments who do not receive benefits from another constituent union group at the University are entitled to receive compensation-in-lieu of benefits at a rate of 2.05% of gross salary for the duration of their appointment.

5. Notwithstanding clause 4. above, a sessional Instructor may be exempt from enrolment in any of the intended forms of benefit, excepting life and disability insurances, upon a signed waiver attesting to coverage by reasonably similar forms of benefits.
6. An Instructor with a sessional appointment who is age 65 or over on the date of appointment may not be eligible for all forms of intended benefits as a consequence of relevant legislative or insurance plan requirements.
7. A Joint Consultative Committee shall be established as a standing committee of the University and the Union under the provisions of Article 23 (Joint Consultative Committee) to review, at least annually the forms of benefits, types of coverage, intended insurers, rates of payroll deduction, and any other matter concerning the implementation of the provisions of clauses 3. through 6. above. The committee also shall review the implementation of the provisions of clause 8. below respecting a registered retirement savings plan. The committee shall, as provided for in Article 23 5. (Joint Consultative Committee) advise the University and the Union of any recommended modifications of these provisions.
8. (a) The University shall continue to make available to Instructors a registered retirement savings plan as first introduced for the 1987/88 academic year. Such plan provides that participation in the plan by Instructors is voluntary, that the plan be as portable as possible, and that where an Instructor elects to contribute to the plan the University will contribute an equal amount to a maximum of 5.5 per cent of the Instructors's actual salary as a Unit 1 Instructor subject to the provisions of Article 20.07.
- (b) No Lump Sums

Deductions will be made only in respect of normal/regular pay periods, except in cases of arbitration awards.
9. Instructors from other constituent groups at the University are eligible to enrol in the Registered Retirement Savings Plan as outlined in Article 21.8. However the University shall not be required to contribute a matching or equal amount for those employees who are members of the Ryerson Retirement Pension Plan or the Teachers Pension Plan.
10. Professional Development Fund
 - a) The University agrees to provide the Union with a grant of \$15,000.00 (annually) for each calendar year of this collective agreement commencing on January 1, 2001.
 - b) This money is for the Professional Development of those employees represented by the Union and will be administered by the Union for specific employer related or general employment related training and related professional development purposes and for no other purpose.

- c) The Union agrees to provide the University with an Annual Report on the use of this money, identifying how much and to whom it has been disbursed and identifying the nature of the Professional Development including service provider, location, duration and certificate provided, if any. This will be provided no later than the last business day of February of the next calendar year.
- d) The Union agrees to indemnify and save harmless the Employer from any and all claims, grievances or demands, including interest and penalties, made by the Canada Customs and Revenue Agency or by any employee as it relates to the distribution of these funds.

Article 22

LEAVES

Compassionate Leave

1. The University may grant leave of absence with pay for up to three days on compassionate grounds.

Jury Duty

2. Where a member of the bargaining unit is called to jury duty or subpoenaed as a witness in a case involving business of the University or public interest, special jury or witness duty leave with pay shall be granted for the duration of such duty, subject to the obligation of the employee to turn over to the University any compensation received by him/her as a juror or witness; as regards jury duty, the University reserves the right to request the court to excuse the bargaining unit member on grounds of the University's service requirements.

Sick Leave

3.
 - (a) When unable to attend for reasons of personal illness, the Instructor shall be entitled to time off with pay up to a maximum of fifteen (15) working days if the Instructor holds a two term sessional appointment and up to a maximum of seven (7) working days if the Instructor holds a half sessional or part-time appointment.
 - (b) In cases of any such disability lasting more than three working days, the University may require, as a condition of payment of any salary and of continuation of the employment relationship within the term of the appointment, proof of the Instructor's disability in the form of a medical certificate and its verification by the University's Medical Director Designate. The University may also require, in cases of absences lasting more than three working days, that the instructor be examined medically by the University's Medical Director Designate.
 - (c) The Chair/Director shall forward all relevant medical information to the Human Resources Department who shall take appropriate action.

Family Leave

4. The University recognizes that employees have responsibilities and commitments involving the family and its well being. In recognition of this fact, in the case of a personal or family circumstance which prevents the employee from reporting for duty, special family leave with pay of up to three (3) working days per semester, may be granted at the discretion of the University. Request for such leave will not be unreasonably withheld. Thereafter with respect to any further requests, such days will be provided in a manner consistent with the Emergency Leave provisions of the Employment Standards Act, if any, and will be treated as unpaid leave days for the purposes of the Act.

Pregnancy Leave and Supplemental Employment Insurance Benefit

5. (a) The University agrees that nothing in these provisions and/or collective agreement shall preclude an instructor who is pregnant from applying for posted work for which she is qualified. Further, the University agrees that:

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

(ii) Maternity Leave Benefit Level

It is understood that, for the duration of the maternity 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 Instructor's normal weekly earnings.

For the first two weeks of the leave, the Instructor 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 other earnings received by the Instructor and the 93% of the actual salary which she was receiving on the last day worked prior to the commencement of the maternity leave.

(iii) Application

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

(iv) Non-receipt of Employment Insurance Benefits

An Instructor who is not in receipt of Employment Insurance benefits will not be eligible to SUB payments except if the Instructor:

(A) has insufficient insured weeks to qualify for Employment Insurance benefits

(B) has exhausted her Employment Insurance benefits

(B) is serving the Employment Insurance waiting period.

(v) Vested Interest

An Instructor does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed 17 weeks.

(vi) Approval of SUB Plan

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

- (vii) 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 the Plan.
- (b) An Instructor shall advise the University as soon as is reasonably possible of her intent to begin maternity leave.
- (c) An Instructor who, at the commencement of her maternity leave, held a sessional or half-sessional appointment shall be entitled to continuation of her benefits during the residual term of such appointment.
- (d) An Instructor may use, immediately prior to commencement of maternity leave, any balance of her sick leave.
- (e) An Instructor intending to resume her teaching functions after a maternity leave shall:
 - (i) wherever reasonably possible return at the beginning of a semester; and
 - (ii) give at least four week's notice to the University of her intent.
- (f) An Instructor who returns from maternity leave within the term of her appointment shall normally resume her previously assigned teaching functions, or their equivalent.
- (g) An Instructor who has been on maternity leave shall be credited, for salary level and Departmental experience purposes, with the semesters and semester hours, that would have accrued from her appointment but for maternity leave.

Paternity Leave

6. The University shall grant leave of absence with pay for up to 5 days for a male Instructor following the birth of his child.

Parental Leave

7. On becoming a parent of a new-born or adopted child, the instructor shall be granted an unpaid leave of absence in accordance with the provisions of the Ontario Employment Standards Act. The University will further provide such instructors with up to five (5) weeks paid leave of absence at 93% of salary less any EI payments to which the instructor is entitled. Normally, such paid leave will be in respect of the first five (5) weeks of absence and is contingent upon the instructor applying for EI. Further, an instructor does not have a right to SUB payments except for supplementation of the Employment Insurance benefits during the employment period, which shall not exceed five (5) weeks.

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.

Parent includes an instructor with whom a child is placed for adoption and an instructor 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.

If the child was born or first came into the instructor's care prior to December 31, 2000, parental leave must 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.

If the child was born or first came into the instructor's custody, care or control on or after December 31, 2000, parental leave must be taken within fifty-two weeks from the child's birth date or from the date the child is placed with the adoptive parents.

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.

If an instructor became a new parent of a child who was born or the child first came into their care before December 31, 2000, the bargaining unit member's parental leave can last up to eighteen (18) weeks.

If the instructor became a new parent of a child who was born or first came into their custody, care or control on or after December 31, 2000, the instructor's parental leave can last up to thirty-seven (37) weeks. However, if the instructor also took a pregnancy leave, their parental leave cannot exceed thirty-five (35) weeks.

Parental leave must be taken in a consecutive time period.

An instructor who has been on parental leave shall be credited Departmental experience purposes, with the semesters and semester hours, that would have accrued from his/her appointment but for parental leave.

Article 23

JOINT CONSULTATIVE COMMITTEE

1. A Joint Consultative Committee, consisting of representatives of the University and Union, shall be established for the purpose of deliberation upon any matter which either party wishes to bring to the attention of the other in the interest of proper implementation of this Agreement, avoidance of areas of possible formal grievances and fostering harmonious relations between the parties.
2. Each party shall have the right to nominate up to five representatives to the Committee, of which one shall be designated as Chair of this party's delegation.
3. Meetings of the Committee shall be called at either party's request at the time and place agreed upon by the two delegation Chairs, with due regard to the importance and urgency of the matters to be discussed. The delegation Chairs shall alternate in presiding over the deliberations from meeting to meeting, the sequence starting with the University's delegation Chair unless both parties agree to other presiding arrangements.
4. Meetings of the Committee shall be informal and shall not be subject to any quorum requirement as long as both parties are represented to their satisfaction. No official records of meetings shall be kept.
5. The conclusions, if any, of the deliberations of the Committee may be formulated in writing by consensus of the two parties (regardless of the number of participating representatives of each) as an advisory opinion which shall be signed by the two delegation Chair and forwarded by the presiding delegation Chair to the University and the Union. The Committee as such shall have no power of decision upon any matter placed before it.
6. Meetings of the Committee shall be in camera and the business of the Committee shall be confidential to the parties.

Article 24

SEVERANCE

1. An instructor who has nine or more seniority (experience) credits shall be eligible to elect a one-time only severance entitlement based on the following:
 - the instructor is unsuccessful in a job competition; and
 - other CUPE 3904 Unit 1 work is not available; or
 - the instructor is not qualified for other CUPE 3904 Unit 1 work available; or
 - the Instructor's normal teaching load has decreased by more than fifty percent (50%)
2. Notwithstanding the above, restricted work is excluded from the above criteria.
3. Pursuant to clause (1) immediately above, the Instructor shall then be eligible to receive one weeks' pay for each semester taught up to a maximum of 26 weeks.
4. To determine the value of one week's pay the University shall average the per semester salary of the instructor over the last 4 academic semesters the instructor has taught and divide the average per semester salary by the number of weeks contained in a contract.
5. The Instructor upon accepting the severance entitlement outlined in clause (4) immediately above shall not be eligible to apply for any future CUPE 3904 Unit 1 work for 2 full academic years. After 2 full academic years the instructor shall then be eligible to apply for 1 part-time course of 3 hours per semester.
6. The instructor shall carry forward no experience points or priority of consideration status when applying for 1 part-time course of 3 hours per semester.

Article 25

RESIGNATION

1. An Instructor may resign from their current teaching appointment by providing notice in writing as soon as possible, but not less than four (4) weeks notice. The notice shall be addressed to their Chair/Director, with a copy to the Human Resources Advisor. It is expected that the instructor's resignation date will coincide with the terminal date of his/her teaching appointment.

Appendix I

Benefits Plan Coverages

This appendix contains an abbreviated summary of the benefit coverages provided for in Article 21 4. (Benefits) . Detail of coverages shall be as specified in the applicable insurance contracts between the University and its carriers. Such contracts, if different from the following summary shall prevail. Should, however, coverages change in substance from the following, a meeting of the Joint Consultative Committee foreseen in Article 21 7. (Benefits) shall be called promptly by the University.

1. Extended Health Insurance
deductible \$25 single / \$50 family; co-insurance 100%; maximum unlimited;
prescription drugs; semi-private hospital coverage; vision \$320/24 months
glasses or contact lenses
2. Dental Insurance
current ODA fee guide; no deductible; basic 100%, endo/periodontal 80%,
orthodontal 50%, major restorative 50%; no maxima
3. Basic Life Insurance
24 times monthly earnings
4. Disability Insurance
75% of remaining unpaid salary if disability commences during the appointment

Appendix II

Retired and Limited Term Faculty Members

This appendix records the mutual understanding of the University and the Union respecting the status of retired and limited term Faculty members in terms of this Agreement.

1. Effective for the Fall 1997 hiring a retired Faculty member (RFA) who applies for part-time or sessional work shall do so pursuant to the hiring provisions of this Collective Agreement and shall bring no experience credits to this hiring and shall be subject to all terms and conditions of this Collective Agreement.
2. a candidate for an Instructor appointment who, commencing December 1988 and after, previously has not held an Instructor appointment but has held a Limited Term Faculty appointment, shall bring no experience credits nor priority of consideration into the evaluation of such candidacy.
3. a candidate for an Instructor appointment who has held an Instructor appointment and, commencing December 1988 and after, accepts a Limited Term Faculty appointment shall not achieve priority of consideration as a consequence of such LTF appointment but may accrue experience credits for purposes of salary.
4. A candidate for an Instructor appointment who has held an Instructor appointment and, commencing August 1992 and after, accepts a Limited Term Faculty appointment shall not achieve priority of consideration or accrue experience credits as a consequence of such LTF appointment for priority of consideration or salary purposes.

Appendix III

FACULTY/COURSE EVALUATION FACULTY / COURSE SURVEY

This survey is used to obtain student opinion about teaching performance and course quality. Students will be provided with a form which contains the following questions, and no others. They will be asked to read each statement carefully and record the response that most accurately matches their opinion.

The Faculty Member							
1. The faculty member presents the course material in a well organized manner.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
2. The faculty member demonstrates an enthusiasm for the course material.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
3. The faculty member responds clearly to student questions.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
4. The faculty member treats the students with respect.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
5. The faculty member deals fairly with the students in this course.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
6. The faculty member is available during posted office hours.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
7. Overall, the faculty member was effective.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
The Course							
8. Rate the level of the course material.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
9. Rate the amount of material in this course.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
10. The tests and other evaluations in this course provide a good measure of student accomplishment.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	
11. Overall, the course was worthwhile.	Agree Agree a	Somewhat b	Neutral Disagree c	Somewhat d	Disagree No opinion e	Does not apply/ f	

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 Associate Vice President, Faculty Affairs.
1. 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 and announced at the beginning of the semester. Faculty members may alter the announced date, provided that they provide the students and the Chair/Director with no less than two (2) weeks notice, where possible, of the new date on which the evaluation will be carried out, subject to the evaluation being carried out in week 10, 11 or 12 of the semester.
1. 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.
1. The scanner sheet will be pre-coded with faculty member, course and section on the sheets.
1. 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.
1. 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.
1. Evaluation forms will be delivered to a central location designated by the Associate Vice President, Faculty Affairs. The person receiving the forms will sign for them upon receipt. Processing will be the responsibility of the Associate Vice President, Faculty Affairs.
1. 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 individual results will be in accordance with the collective agreement. The University may, at its discretion, report aggregate results in a form that does not permit the identification of individual results.
1. Any issues of interpretation and/or application surrounding Faculty/Course Evaluations shall be dealt with by the Associate Vice President, Faculty Affairs.

June 12, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: JOINT COMMITTEE ON EQUITY

This letter reflects the substance of our discussion at this round of negotiations in which both parties agreed to form a Joint Committee on Equity as follows:

Joint Committee on Equity

5 reps from Union
5 reps from University

Objectives of the Committee would be to:

Review latest legislative requirements relative to equity
Review minimum requirements under legislation relative to Federal Contractors
Review University Policy
Review ESR recommendations
Discuss potential of establishing equity goals for CUPE and if feasible recommend an approach to achieving equity goals;
To review current collective agreement relative to appointments procedures and recommend improvements to strengthen equity commitments and impact this may have on seniority, due process etc.
Review current training initiatives and recommend training initiatives to strengthen principles of equity
To review current census data and protocols and how to improve the process
To review and recommend methodologies by which census data is collected, maintained and updated
To develop a recruitment methodology for the development of a CUPE pool of Instructors

Mandate of the committee

To prepare a joint report and recommendations by August 31, 2003 and to provide this report to the Associate Vice President, Faculty Affairs for approval & implementation.

Operating Budget

The University will establish a modest operating budget for the joint committee to facilitate the committee's work.

Larissa Allen
Executive Director, Human Resources

July 18, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: PLANNING FOR DOUBLE COHORT

This letter will reflect our discussions at the current round of negotiations. Specifically, the parties discussed the fact that the University will be facing an increased student enrollment in the Fall 2003 semester as a result of the Double Cohort. This increased student enrollment will result in increased demand for academic and administrative services provided by the University.

The University is planning ahead for the Double Cohort, which includes the construction of new buildings and the renovation of existing buildings through the Super Build program.

In the event that some or all of the buildings and renovations are not on schedule by September 2003 the University will develop a protocol and implementation plan relative to the operational issues identified by the University which may impact on members of the bargaining unit. The local union will be provided with an opportunity to review the material presented by the University and agrees to seriously consider the protocol and implementation plan and will not unreasonably withhold its co-operation.

Larissa Allen
Executive Director, Human Resources

July 18, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: OVERLOAD PAYMENTS FOR 16 OR 32 HOUR APPOINTMENTS

This letter will reflect our discussions at the current round of bargaining. Specifically, the parties agreed that should an instructor receive a full workload sessional appointment of 32 semester hours or a full workload half-sessional appointment of 16 semester hours the instructor shall be paid the appropriate salary rate as outlined in Article 21 of the Collective Agreement. In addition, the Instructor shall be paid a one hour overload should he/she receive a half-sessional appointment of 16 semester hours or a two hour overload should he/she receive a full workload sessional appointment of 32 semester hours.

Larissa Allen
Executive Director, Human Resources

July 18, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: "POSITIVE ENROLLMENT" BENEFIT PROGRAM

This letter will reflect the substance of our discussions at this round of bargaining concerning a positive enrolment program for members of the bargaining unit in respect of the Ryerson benefit package pursuant to Article 21 of the Collective Agreement.

The parties agree that the University shall develop and implement a "positive enrolment" program and associated procedures.

The local union shall be provided with a copy of the program and procedures once developed. Further, the local union shall be provided with an opportunity to review the program and procedures and to seek professional advice, if they so wish.

The local union agrees to actively support this program and to assist the University by ensuring that all members of the bargaining unit complete and return the requisite documentation to the Human Resources Department in a timely manner.

Larissa Allen
Executive Director, Human Resources

July 19, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

**RE: PROCEDURE FOR DISCRIMINATION AND HARASSMENT
PREVENTION INVESTIGATIONS INVOLVING STUDENT APPEALS**

This letter is to confirm our discussion at the current round of bargaining with respect to the procedure for Discrimination and Harassment Prevention investigations involving instructors.

The parties agree that when a student has filed an appeal based on a violation of the Ontario Human Rights Code, that the matter shall be investigated by the Discrimination and Harassment Prevention Office. The investigation and the final conclusion reached by the Discrimination and Harassment Prevention Office shall be communicated to the appropriate Department official, the Instructor and the Union usually within 6 weeks from the date that the appeal was received by the Discrimination and Harassment Prevention Office. If the Discrimination and Harassment Prevention Office is unable to complete their investigation within 6 weeks, then the parties will make every reasonable attempt to mutually agree to extend the time limits for the investigation.

Larissa Allen
Executive Director, Human Resources

July 19, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

**RE: COMMUNICATION OF ACADEMIC AND COLLECTIVE
AGREEMENT OBLIGATIONS AND DEADLINE DATES**

This letter will confirm our discussions at the current round of bargaining. Specifically, at the commencement of each academic year the University shall write to all Chairs/Directors of Schools/Departments, with a copy to the Deans, confirming academic and collective agreement obligations and appropriate deadline dates. The communication will also request that the Chairs/Director take appropriate action in order to ensure that all obligations are adhered to on a timely basis.

Larissa Allen
Executive Director, Human Resources

July 19, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: PARTICIPATION IN FACULTY/COURSE EVALUATION PROCESS

This letter will confirm our discussions at the current round of bargaining. Specifically, the Union has agreed that its members shall participate in the University's Faculty Course Evaluation process pursuant to Appendix III.

This letter will confirm that the University would not initiate disciplinary measures or deny a reappointment based solely on the results of the Faculty Course Evaluation.

Further, the parties have agreed that the Union will be invited to participate in discussions (if held) with the University, representatives of the Student Association, and the Ryerson Faculty Association, (if appropriate). The purpose of such discussions will be to develop survey instrument(s) with the broad purpose of providing public information about student opinions in respect of the courses and program and the learning experience in individual courses. The union's input will be seriously considered by the University prior to making appropriate decisions.

Larissa Allen
Executive Director, Human Resources

July 20, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: COMPOSITION OF IAC's

This letter will confirm our discussions at the current round of bargaining. Specifically, in Schools/Departments where the composition of the IAC is problematic (i.e. there are insufficient numbers of regular/tenured faculty members) the Union automatically agrees that the Chair/Director of the School/Department may appoint a probationary faculty member in the School/Department or a regular/tenured or probationary faculty member in another School/Department within the Faculty to the Instructor Appointments Committee.

Larissa Allen
Executive Director, Human Resources

October 10, 2001

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: SALARY IMPLEMENTATION

This letter will reflect our discussions at the current round of bargaining regarding Article 20, Salaries.

Specifically the parties have agreed to the following:

1.) Salary Schedule

The salary schedule will be amended as follows:

- ? effective August 16, 2001 level 1 and 13 will be deleted from Schedule A resulting in 13 levels remaining (Schedules A and B found in Article 21); and
- ? effective August 16, 2002 level 1 will be deleted from Schedule B resulting in 12 levels remaining (Schedule C found in Article 21); and
- ? effective August 16, 2003 level 12 will be deleted from Schedule C resulting in 11 levels remaining (Schedule D found in Article 21).

2.) Correlation of Steps relative to Schedule A

For ease of reference below is a table showing the correlation of steps in light of the elimination/deletion of steps using Schedule A (August 16, 2000 to August 15, 2001 salary scale) as the reference point.

Levels - August 16, 2000 - Schedule A	Levels - August 16, 2001 - Schedule B	Levels - August 16, 2002- Schedule C	Levels - August 16, 2003 - Schedule D
1	Eliminate August 16, 2001	Eliminated August 16, 2001	Eliminated August 16, 2001
2	1	Eliminate August 16, 2002	Eliminated August 16, 2002
3	2	1	1
4	3	2	2
5	4	3	3
6	5	4	4
7	6	5	5
8	7	6	6
9	8	7	7
10	9	8	8
11	10	9	9
12	11	10	10
13	Eliminate August 16, 2001	Eliminated August 16, 2001	Eliminated August 16, 2001
14	12	11	11
15	13	12	Eliminate August 16, 2003

2.) Placement on step/level

? Due to the deletion of level 1 in Schedule A instructors who are at level 1 will move to level 1 of Schedule B effective August 16, 2001.

Due to the deletion of level 13 in Schedule A instructors who are at level 13 as at August 16, 2001 will move to level 12 of Schedule B effective August 16, 2001.

All other instructors shall remain at their current level as at August 16, 2001.

? Effective August 16, 2002 due to the deletion of level 1 in Schedule B instructors who are at level 1 will move to level to level 1 of Schedule C .

All other instructors shall remain at their current level as at August 16, 2002.

? Effective August 16, 2003 due to the deletion of level 12 in Schedule C instructors who are at level 12 will move to level 11 of Schedule D

All other instructors shall remain at their current level as at August 16, 2003.

3.) Advancement to the next salary level

As articulated in Article 21.5 of the Collective Agreement instructors shall advance one level for each two semesters of sessional appointment and/or for each three semesters of part-time appointments.

In addition, instructors who are in levels 3 to 8 inclusive as at August 16, 2001 and who are eligible to advance one level during August 16, 2002 to August 15, 2003 (in accordance with Article 21.5) will advance one additional level.

Further, instructors who are eligible to advance one level during August 16, 2003 to August 15, 2004 (in accordance with Article 21.5) will advance one additional level.

4.) Grandparenting provisions

Senior Instructors whose salaries exceed the salary scale maxima found in Schedule B, C, and D will be grandparented at their current salaries. In such cases they will be eligible to receive a 2% one-time only lump sum payment.

In the event that the 2% across-the-board adjustment places the Senior Instructors over the scale maximum, their salaries shall be adjusted to the scale maximum and they will be eligible to receive a one-time only lump sum payment which equals the difference between the scale maximum and the value of the 2% across-the-board adjustment of their salary, if applicable.

Larissa Allen
Executive Director, Human Resources

The University and the Union agree to delete Article 21.6 from the body of the Collective Agreement and place it as an Historical Letter of Understanding as follows:

HISTORICAL LETTER OF UNDERSTANDING

Individuals recommended by an IAC for appointment under the terms of this Agreement who have taught in the University prior to the Fall term of 1984 but not since August 1984 shall have, for salary classification purposes only, this prior experience assessed as per paragraph 7 of Article XIV of the 1984-1986 Collective Agreement.

This Agreement dated at Toronto this _____ day of

_____, 2002.

For the Board of Governors of
Ryerson Polytechnic University

For the Canadian Union of
Public Employees, Local 3904, Unit 1
