

COLLECTIVE AGREEMENT

between

**THE BOARD OF GOVERNORS OF
RYERSON UNIVERSITY**

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3904, UNIT 1**

Part-Time and Sessional Instructors

Effective: August 16, 2004 to August 15, 2007

TABLE OF CONTENTS

ARTICLE 1	DEFINITIONS	3
ARTICLE 2	TERM OF AGREEMENT	5
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	NON DISCRIMINATION	6
ARTICLE 5	PROHIBITION OF LOCK OUTS AND STRIKES.....	6
ARTICLE 6	UNION RECOGNITION AND SECURITY	7
ARTICLE 7	UNION REPRESENTATION - TIME OFF FOR UNION ACTIVITIES	8
ARTICLE 8	UNION OFFICE SPACE	8
ARTICLE 9	INFORMATION	9
ARTICLE 10	GRIEVANCES AND GRIEVANCE ARBITRATION.....	10
ARTICLE 11	DISCRIMINATION/HARASSMENT COMPLAINT(S) AND GRIEVANCE PROCESS	15
ARTICLE 12	ACADEMIC FREEDOM.....	17
ARTICLE 13	APPOINTMENT PROCEDURE POSTING.....	18
ARTICLE 14	APPOINTMENT PROCEDURE - SELECTION	21
ARTICLE 15	SENIORITY	31
ARTICLE 16	TYPES, DURATION AND FORM OF APPOINTMENTS	33
ARTICLE 17	DUTIES AND OBLIGATIONS	37
ARTICLE 18	TEACHING ASSESSMENT AND SERVICE RECORD FILE	41
ARTICLE 19	CONDUCT AND DISCIPLINE	43
ARTICLE 20	DISCHARGE AND TERMINATION.....	44
ARTICLE 21	SALARIES.....	45
ARTICLE 22	BENEFITS	47
ARTICLE 23	LEAVES	49
ARTICLE 24	JOINT CONSULTATIVE COMMITTEE	53
ARTICLE 25	SEVERANCE	54

ARTICLE 26	RESIGNATION.....	54
APPENDIX I	BENEFITS PLAN COVERAGES.....	55
APPENDIX II	RETIRED AND LIMITED TERM FACULTY MEMBERS	56
APPENDIX III	FACULTY/COURSE EVALUATION - FACULTY / COURSE SURVEY	57
APPENDIX IV	PURCHASE MEDICAL & DENTAL COVERAGE	59
APPENDIX V	DISABILITY INSURANCE.....	60
APPENDIX VI	INSTRUCTOR ASSESSMENT FORM	61
APPENDIX VII	ESTABLISHING AND MAINTAINING PRIORITY OF CONSIDERATION STATUS AND SENIORITY CREDITS FOR SENIOR INSTRUCTORS	64
LETTER OF UNDERSTANDING #1	PLANNING FOR DOUBLE COHORT	66
LETTER OF UNDERSTANDING #2	OVERLOAD PAYMENTS FOR 16 OR 32 HOUR APPOINTMENTS	67
LETTER OF UNDERSTANDING #3	PROCEDURE FOR DISCRIMINATION AND HARASSMENT PREVENTION INVESTIGATIONS INVOLVING STUDENT APPEALS	68
LETTER OF UNDERSTANDING #4	COMMUNICATION OF ACADEMIC AND COLLECTIVE AGREEMENT OBLIGATIONS AND DEADLINE DATES	69
LETTER OF UNDERSTANDING #5	PARTICIPATION IN FACULTY/COURSE EVALUATION PROCESS	70
LETTER OF UNDERSTANDING #6	COMPOSITION OF IAC's	71
LETTER OF UNDERSTANDING #7	EMPLOYMENT EQUITY SELF-IDENTIFICATION SURVEY	72
LETTER OF UNDERSTANDING #8	BENEFIT IMPROVEMENTS & EMPLOYMENT INSURANCE	73
LETTER OF UNDERSTANDING #9	INTELLECTUAL PROPERTY	74
LETTER OF UNDERSTANDING #10	WORKLOAD TASK FORCE – RYERSON UNIVERSITY AND CUPE LOCAL 3904, UNIT 1.....	76
LETTER OF UNDERSTANDING #11	OFFICIAL SIGNAGE FOR CUPE LOCAL 3904	77
HISTORICAL LETTER OF UNDERSTANDING #12	RE SENIORITY	78

ARTICLE 1 DEFINITIONS

1. In this collective agreement:
 - (a) "Agreement" means this collective agreement negotiated between the University and the Union and includes Articles 1 to 26, Appendices I to VI, Letters of Understanding 1 to 11, and the Historical Letter of Understanding.
 - (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 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 University and the Ryerson Faculty Association.
 - (i) "University" means Ryerson 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-Provost, " means the Vice-Provost, 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, 2004 and shall continue in effect until August 15, 2007. 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).
3. Union Dues
 - (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 \$60,000.00 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/her 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.
5. The University shall provide to the local union on a monthly basis a list of instructors, address, telephone number, Ryerson University e-mail address, pay level and hours of appointment.
6. 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 3 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 grievor 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-Provost, 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 Vice-Provost 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 Vice-Provost 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 Vice-Provost 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 Vice-Provost 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 grievor 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 Vice-Provost, 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 Vice-Provost Faculty Affairs, or his/her designate, the name of its appointee to the Arbitration Board. Thereupon, the Vice-Provost, 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.

23. Mediation Dispute Resolution

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

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.

9. Mediation Dispute Resolution

By mutual agreement, a grievance may be referred to a Dispute Resolution Mediator at any time during the grievance or arbitration process. The parties shall share equally in the costs involved in the appointment of a Dispute Resolution Mediator. The Mediator shall not order a resolution of the grievance but may make recommendations to the parties.

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. 9. (A) and (B) 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 16. 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 any work which is anticipated to be provided to the Faculty member which otherwise may be posted as CUPE 3904 Unit 1 work shall not be posted until such time as the workload for the Faculty member has been determined. However all other work available for discharge shall be posted as per 4 (b) above.

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. 8. (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 16. 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. 8. (a) to (f) 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. In choosing such persons the Chair or Chair's nominee shall take into account University equity policies concerning designated groups.
- (b) It shall be the duty of the Chair of the IAC to arrange a workshop(s) to be held each year in September or October. If they so wish IACs may hold joint workshops with other IACs in the same Faculty. The workshop(s) shall include instruction by the University with regard to the IAC's applicable legal obligations and applicable duties under the Agreement, and University policies, including equity. Any IAC member who does not attend the workshop(s) shall not be eligible, for the period until the next annual workshop(s), to be a member of a IAC, except that where a member who missed his/her workshop(s) provides a reasonable explanation for his/her absence to his/her Chair/Director (or where it is the Chair/Director of the Department who is concerned, to the Dean), or should any member need to be replaced for any reason, this member and/or any replacement person shall attend a special workshop(s), under the conditions outlined in this paragraph. Such persons as referred to in the previous sentence may attend an IAC workshop(s) of another department in the same Faculty, where such is available and where the chair of the proposed host IAC has no objection.
- (c) 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.
- (d) The Dean and/or Chair of the IAC may also request the presence of a Human Resources Consultant to be present and to assist the Committee in the recruitment, selection and appointment process.
- (e) 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.
- (f) As soon as possible (normally within six working days) after the date by which applications were due, the IAC shall convene to consider all applications received.

- (g) 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 17 and 18. 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

- (a) 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:

- appoint 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:

- ensure that a workshop is held each year in September or October so that IAC members receive instruction by the University with regard to their IAC's applicable legal obligations and applicable duties under the Agreement, and University policies, including equity;
- post the work available for discharge as outlined in Articles 13. 2. and 13. 3. 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. 4. of the Collective Agreement;
- ensure that the posting contains all relevant information as outlined in Article 13. 5. 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. 3. 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 Consultant 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 18 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 18;
- 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 18;
- prepare a letter, should the appropriate teaching assessments outlined in Article 18 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, the Instructor's Service Record File, appropriate Chair, Dean, and President of the Union;
- ensure that priority of consideration status and experience credits are calculated as outlined in Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors);

- ensure that the Instructor's service record file contains a sheet recording on a running basis of experience credits as defined in Article 15 – Seniority (for Instructors) or Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors) and the actual number of semesters taught by type of appointment subject to the provisions of Article 21;
 - 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) **Interactive Skills**

- Demonstrated ability to effectively interact with colleagues and students; ability to work effectively in groups; ability to resolve conflicts constructively; ability to carry out the duties and obligations of an Instructor in a respectful manner; ability to empathize with others and consider varied perspectives; commitment to on-going self-assessment.

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. Should the Dean not approve the recommendation of the IAC, the Dean shall provide, in writing, the rationale for his/her decision to the IAC, with a copy to the Union. 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.

(c) Restrictions on Applying for Posted Work

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

- (i) packages as defined in Article 13. 3. (b) (Appointment Procedure - Posting) shall remain intact;
- (ii) applicants in the Instructor Track without Priority of Consideration status as defined in Article 15 – Seniority - may accept Continuing Education contracts on the following conditions:
 - (A) shall be separate and distinct from CUPE, Local 3904, Unit 1 appointments;
 - (B) shall be governed by Continuing Education terms and conditions of employment as set out in the applicable collective agreement; and,
 - (C) cannot be combined with existing CUPE appointments Local 3904, Unit 1.
- (iii) Notwithstanding Article 14. 7. (b) immediately above, Instructors in the Instructor Track without Priority of Consideration (as defined in Article 15) 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. 8. 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.

8. Applicant Responsibilities

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. Such information will also include the applicant's current e-mail address, if applicable.
- (d) A Senior Instructor applicant as defined in Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors) and Instructors in the Instructor Track without Priority of Consideration (as defined in Article 15) 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 (as defined in Article 15) who have nine (9) seniority (experience) points or more shall be subject to Article 14. 7. (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.

9. Order of Consideration of Applicants - Part A

A. Instructors in the Senior Instructor Track

- (a) Instructor Appointments Committee shall recommend the offering to the applicant who has priority of consideration as per Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors) with the greatest experience credits as established pursuant to Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors), 4., the number and kind of courses and the type of appointment the applicant has indicated pursuant to clause 8. 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 Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors) 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 8. 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 8. 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

B. Instructor Track Applicants and External Applicants

- (a) If there are posted teaching functions unfilled following the procedure of clause 9. A. 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 Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors) 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 9. A. (a) above shall not apply in such an appointment.

C. Appointment Procedure – Emergency – Part C

- (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 (a) 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. C.(c) (ii) 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 SENIORITY

1. This Appendix applies to all Instructors hired after August 15, 1993 and who are, therefore, ineligible to acquire priority of consideration (as outlined in Appendix VII and instructors who do not acquire and/or maintain priority of consideration as envisaged in Appendix VII shall permanently lose their priority of consideration and seniority credits as per 2 below.
2. 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) 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) one and one-half (1½) seniority points for any single academic year.
3. Instructors may be granted seniority (experience) credits as defined in clause 2 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.
4. 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 2 above for the next hiring appointment process (after losing their priority).
5. Seniority (experience) credits in clauses 2 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. Furthermore, such seniority credits shall be used solely and exclusively for selection decisions pursuant to Article 14 of the Collective Agreement.
6. Seniority (experience) credits shall only accrue during periods of active employment with the University.
7. 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.
8. Seniority (experience) credits calculated according to clauses 2 to 7 above shall incorporate the semester hour equivalent of:

- (i) work undertaken in accordance with the provisions of Article 17. 2. (Duties and Obligations); and,
- (ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 23. 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 23. 7 (Leaves).

9. Educational Upgrade

An instructor upon completion of 6 academic semesters of teaching who elects to upgrade his/her educational qualifications, may do so subject to the following restrictions:

- 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 clause 7 above.

ARTICLE 16 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 22 (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 21 (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., 8., 9., 10., and 11., as applicable, of Article 21 (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. 8. A. (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. 8. A. (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 17 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. 9. A. (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 17. 7. (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 21 (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. Where the operations of the University so require, instructors may, from time to time, be required to invigilate an exam(s) on a Saturday or a Sunday. The Chair/Director will make decisions regarding the assignment of an instructor(s) required to invigilate an exam(s) on a Saturday or Sunday.

The University will advise instructor(s) of the required assignment to invigilate an exam(s) on a Saturday or Sunday as far in advance as practicable.

5. Instructors shall not be required to attend at the University during statutory holidays, except where inevitable academic exigencies so demand.
6. Upon appointment, an instructor shall be issued with a university e-mail account. Instructors shall be required to access and maintain this e-mail account on a regular basis. Further, this e-mail account will be used to officially communicate with the Instructors students and to receive official university information, notices and other relevant material.
7. (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.

Sections	Average Section Size
1	55
2	50
3 or more	45*
	*To a maximum of 225 students

- (b) If the average student enrolment for all sections assigned to the instructor exceeds, the maxima stated above, the instructor shall be compensated for the total number of students over the aggregate amount at the rate of \$55 per student.
 - (c) 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 a Teaching Assistant. The Teaching Assistant will be made available as soon as the total number of students is confirmed but no later than the third week of the commencement of the term.
 - (d) The instructor and the Chair/Director may mutually agree to increase the maxima as articulated above by an additional 35 students. Should there be no agreement to increase the maxima stated above by the additional 35 students there will be no penalty or reprisal as a result of non-agreement.
8. In special teaching situations, such as studio, team-teaching, or combined classes, the number of semester hours referred to in clause 7. (a) above may be adjusted upwards to 21 hours or downwards to 12 hours by the Chair.
 9. The size of clinical practicums in the School of Nursing will be equivalent to those for the RFA faculty.
 10. 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 17 (Duties and Obligations).

Social Work theory courses shall be considered as regular courses for the purpose of workload calculation.
 11. 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).
 12. Instructors shall attend punctually their assigned classes, and shall be adequately prepared for each one.
 13. 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.
 14. 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.
 15. 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 17;
 - (b) such professional activities shall not reflect adversely on, or be to the detriment of the University;
16. 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.
 17. 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.
 18. 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 18 TEACHING ASSESSMENT AND SERVICE RECORD FILE

1. The University shall use the Instructor Assessment Form found in Appendix VI of the Collective Agreement to assess an instructor. 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 17. 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/Director, Dean, the Instructor's Service Record File, and the President of the Union, the completed Instructor Evaluation form;
 - (e) The Instructor has the right to respond to the evaluation, within 2 weeks of receipt of the evaluation. The Instructor's response shall be copied to the appropriate Chair/Director, Dean, the Instructor's Service Record File, and the President of the Union.
 - (f) The Instructor may also request to meet with the appropriate Chair/Director to discuss the evaluation.
 - (g) 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/Director;
 - (h) 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 16. 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 19 (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/Director's notes stating that an Instructor is deemed to have had a satisfactory assessment pursuant to section (g) of clause 1. above, together with the Chair's/Director's opinion, or any substantiated observations of others which the Chair/Director 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 17 (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/Director 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/Director to inspect it during normal working hours, and following reasonable prior request to the Chair/Director. The Instructor may make observations upon the material in his/her File, and such observations, upon written request to the Chair/Director, shall be placed in the File.
4. The Chair/Director 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 15 (Seniority) and Appendix VII (Establishing And Maintaining Priority Of Consideration Status And Seniority Credits For Senior Instructors); 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 21 (Salaries).
5. At the Instructor's request, the Chair/Director 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 19 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 17 (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/Director; but the Dean or the Vice-Provost, may by derogation and substitution assume the disciplinary authority where the gravity of the case warrants, or where the Chair/Director 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 of 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.
6. Should a letter of discipline result pursuant to this Article, said letter shall be placed on the Instructor's Service Record File and shall be removed from the Instructor's Service Record File after a period of two (2) years, provided there is no repetition of the same or similar conduct during this two (2) year period.

ARTICLE 20 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 I. 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/Director 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 21 SALARIES

1. The base salary minima and base salary maxima shall be as follows:

	August 16, 2004 to August 15, 2005	August 16, 2005 to August 15, 2006	August 16, 2006 to August 15, 2007
Base Salary Minima	\$43,776.00	\$45,090.00	\$46,442.00
Base Salary Maxima	\$62,354.00	\$64,225.00	\$66,535.00

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 16 (Types, Duration and Form of Appointment) and 17 (Duties and Obligations).
5. On August 16, 2004 each instructor who was and who continues to be an active instructor will receive an Across-the-Board increase of three (3%) percent.
On August 16, 2005 and also on August 16, 2006 each instructor will receive an Across-the-Board increase of three (3%) percent.
6. The experience level applicable to each Instructor shall be reassessed at the beginning of each semester; the Instructor shall advance the value of a Service Adjustment (SA) for each two semesters (excluding the Spring/Summer semester) of sessional appointment and/or for each three semesters (excluding the Spring/Summer semester) of part-time appointments.
7. For the August 16, 2004 to August 15, 2005 and August 16, 2005 to August 15, 2006 salary years the value of each Service Adjustment (SA) shall be \$1800 for instructors up to an annual base salary (excluding Spring/Summer semester) of \$49,999.00.

For the August 16, 2006 to August 15, 2007 salary year the value of each Service Adjustment (SA) shall be \$1,900.00 for instructors up to an annual base salary (excluding Spring/Summer semester) of \$49,999.00.

8. For the August 16, 2004 to August 15, 2005 and August 16, 2005 to August 15, 2006 salary years the value of each Service Adjustment (SA) shall be \$2100 for instructors earning an annual base salary over \$50,000.00 (excluding Spring/Summer semester).
For the August 16, 2006 to August 15, 2007 salary year the value of each Service Adjustment (SA) shall be \$2,200.00 for instructors earning an annual base salary over \$50,000.00 (excluding Spring/Summer semester).
9. 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.
10. 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 15 (Seniority), and Appendix VII (Establishing and Maintaining Priority of Consideration Status and Seniority Credits for Senior Instructors).
11. Salaries paid according to Article 21 (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 16. 2. and 3. (Types, Duration and Form of Appointment).

ARTICLE 22 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 three 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 the University's 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 24 (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 24. 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 Instructor's actual salary as a Unit 1 Instructor subject to the provisions of Article 21.10.
 - (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 22.8. 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 \$20,000.00 (annually) for each calendar year of this collective agreement commencing on January 1, 2005.
 - 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 Revenue Agency or by any employee as it relates to the distribution of these funds.

ARTICLE 23 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 his/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 his/her Employment Insurance benefits

(C) 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 his/her intent to begin maternity leave.
- (c) An Instructor who, at the commencement of his/her maternity leave, held a sessional or half sessional appointment shall be entitled to continuation of his/her benefits during the residual term of such appointment.
- (d) An Instructor may use, immediately prior to commencement of maternity leave, any balance of his/her sick leave.
- (e) An Instructor intending to resume his/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 his/her intent.
- (f) An Instructor who returns from maternity leave within the term of his/her appointment shall normally resume his/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 his/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/her 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/her or his/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.

Compassionate Care Leave

8. Instructors may be granted Compassionate Care Leave in accordance with the provisions of the Canada *Employment Insurance Act*.

Instructors may be granted Family Medical Leave in accordance with the *Employment Standards Amendment Act (Family Medical Leave), 2004*.

Union Leave

9. Members of the bargaining unit may request a leave of absence without pay of up to five (5) days per semester to attend CUPE functions such as National Convention, Ontario Division Convention, and CUPE educationals, and approval may be granted for this leave, subject to operational requirements. Such approval shall not be unreasonably withheld.

ARTICLE 24 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 25 SEVERANCE

1. An instructor who has six (6) or more seniority (experience) credits (excluding seniority (experience) credits earned for the Spring/Summer semester) 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 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.
6. 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 26 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 Consultant. 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 22. 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 22. 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 \$350/24 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 a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
2. The faculty member demonstrates an enthusiasm for the course material.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
3. The faculty member responds clearly to student questions.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
4. The faculty member treats the students with respect.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
5. The faculty member deals fairly with the students in this course.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
6. The faculty member is available during posted office hours.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
7. Overall, the faculty member was effective.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
THE COURSE						
8. Rate the level of the course material.	Elementary a	Somewhat Elementary b	Average c	Somewhat Advanced d	Advanced e	Does not apply/ No opinion f
9. Rate the amount of material in this course.	Light a	Somewhat Light b	Average c	Somewhat Heavy d	Heavy e	Does not apply/ No opinion f
10. The tests and other evaluations in this course provide a good measure of student accomplishment.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion f
11. Overall, the course was worthwhile.	Agree a	Somewhat Agree b	Neutral c	Somewhat Disagree d	Disagree e	Does not apply/ No opinion 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 Vice-Provost, Faculty Affairs.
2. The evaluation will be carried out in week 10, 11, or 12 of the semester. The date of the evaluation is to be given on the course outline distributed 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.
3. The evaluation form should be contained on a scanner sheet designed for this purpose, with both questions and space for responses on the same single sheet.
4. The scanner sheet will be pre-coded with faculty member, course and section on the sheets.
5. Evaluation forms will be forwarded to the faculty member who will arrange for a student to distribute and collect the forms in the class. It is suggested that the faculty member leave the room during the time when students complete this questionnaire. The faculty member should not interfere with the administration of the evaluations.
6. All evaluation forms, including blanks, will be collected in class, placed in an envelope, and sealed with the signatures of the faculty member and the student written across the seal of the envelope.
7. Evaluation forms will be delivered to a central location designated by the Vice-Provost, Faculty Affairs. The person receiving the forms will sign for them upon receipt. Processing will be the responsibility of the Vice-Provost, Faculty Affairs.
8. A summary of the results for each section surveyed shall be prepared. The summary should show a frequency distribution for the responses to each of the questions. These summary results will be sent to the faculty member. Any other distribution of 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.
9. Any issues of interpretation and/or application surrounding Faculty/Course Evaluations shall be dealt with by the Vice-Provost, Faculty Affairs.

APPENDIX IV PURCHASE MEDICAL & DENTAL COVERAGE

The University has set up a process by which Instructors may purchase medical and dental coverage from specific carriers/insurers for themselves, for their spouses and dependents. In order for an instructor to purchase such medical and dental coverage he/she must meet the following conditions:

- be at least fifty-five (55) years of age or more; and
- have six (6) or more seniority (experience) credits (excluding seniority (experience) credits earned for the Spring/Summer semester), and
- to advise the University in writing that they are no longer available for employment either at the university or external to the university; and
- have been in receipt of medical and dental coverage prior to separation from the University.

The parties agree that the University is not providing this benefit coverage and cannot guarantee eligibility requirements, costs, level of benefits and any other matters related to the purchase of such benefit coverage. These aspects shall be the responsibility of the Instructor and the Carrier (Insurer) selected. Costs vary from year to year dependent on claims experience. Premium rates are available in the Human Resources Department.

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

The University shall ensure that each instructor who meets the conditions outlined above is apprised of this program prior to the instructor's separation from the University.

APPENDIX V DISABILITY INSURANCE

An Instructor who meets all of the following conditions will be eligible to receive 75% of the remaining unpaid salary if disability commences during his/her appointment:

- a) The Instructor applied for an appointment;
- b) The Instructor was deemed the successful candidate for the appointment; and
- c) The instructor must cooperate and is required to sign a release to allow the University's medical director designate to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment.

For the following semester an Instructor who meets all of the following conditions will be eligible to receive 75% of the remaining unpaid salary if his/her disability continues for the duration of this semester:

- a) The Instructor applied for the appointment;
- b) The Instructor was deemed the successful candidate for the appointment;
- c) The instructor must cooperate and is required to sign a release to allow the University's medical director designate to substantiate that the employee is totally disabled, and not able to carry out any and all of the duties and obligations of the appointment; and
- d) The Instructor must have nine (9) or more seniority (experience) credits.

It is understood that the instructor will receive the appropriate experience (seniority) points as outlined in Article 15 (Seniority) or Appendix VII (Establishing And Maintaining Priority Of Consideration Status And Seniority Credits For Senior Instructors) of the Collective Agreement for the applicable semesters.

APPENDIX VI INSTRUCTOR ASSESSMENT FORM

CUPE LOCAL 3904, UNIT 1 INSTRUCTOR ASSESSMENT FORM

INSTRUCTOR'S NAME:	TERM AND YEAR:
ASSESSOR'S NAME:	
DEPARTMENT/SCHOOL:	
CLASS:	DATE OF ASSESSMENT:
COURSE NUMBER (IF APPLICABLE):	
CLASS FORMAT: Lecture <input type="checkbox"/> Studio <input type="checkbox"/> Lab <input type="checkbox"/>	
OTHER (Please specify): _____	

The Assessor is required to assess the Instructor by completing this form. The primary purpose of this assessment shall be to assist with the professional development of the Instructor. To complete the evaluation both the Assessor and the Instructor must sign and date the form, after a discussion has taken place. Please use the following guide to rate the Instructor's performance in each of the areas.

- N/A = Not applicable
- 1 = Unacceptable
- 2 = Needs Improvement
- 3 = Satisfactory
- 4 = Good / accomplishes tasks diligently and well
- 5 = Excellent / accomplishes all tasks at a high level

A) SCHOLARSHIP	N/A	1	2	3	4	5	SPECIFIC COMMENTS
1. Demonstrates knowledge of subject matter							
2. Integrates current developments/research findings into the content							
3. Shows relevance and appropriateness of course content							
4. Provides appropriate source material and references.							
5. Refers students to additional source material where appropriate							

B) METHODS OF PRESENTATION							
1. Is well prepared and presents material in a well organized manner.							
2. Demonstrates appropriateness and effectiveness of teaching techniques/methods (specific to course objectives).							

B) METHODS OF PRESENTATION	N/A	1	2	3	4	5	SPECIFIC COMMENTS
3. Presentation demonstrates professional/discipline competence.							
4. Evidence of placing the presentation in context (such as course goals, school mission, overall curriculum).							
5. Handouts/power point are legible, with appropriate, current and accurate information with appropriate referencing and no copyright violations.							
C. COMMUNICATION AND INTERACTION							
1. Encourages student inquiry/class discussion.							
2. Exhibits enthusiasm and interest with students.							
3. Expresses ideas clearly and audibly. Responds clearly to student questions.							
4. Responds to student needs and incorporates feedback.							
5. Deals fairly with students.							
D. LEARNING							
1. Stimulates critical thinking and analysis.							
2. Adjusts to individual and group needs.							
3. Meets student needs through a range of teaching styles.							
4. Demonstrates respect for alternative points of view.							
E. APPROACHABILITY							
1. Open to suggestions from students.							
2. Exhibits a positive attitude to all students.							
3. Treats students with respect.							

F. USE THIS SPACE FOR ADDITIONAL/GENERAL COMMENTS.

Note: If you have concerns about the physical space impeding effective teaching, please forward these separately to your Chair/Director – they are not part of the evaluation process.

G. STRENGTHS AND RECOMMENDATIONS

H. INSTRUCTOR'S RESPONSE

INSTRUCTOR'S SIGNATURE: _____ DATE: _____

I) SIGNATURES: Both the Assessor and the Instructor shall sign this form to indicate that a discussion took place.

ASSESSOR'S SIGNATURE: _____ DATE: _____

INSTRUCTOR'S SIGNATURE: _____ DATE: _____

Note: Pursuant to Article 18 of the CUPE Local 3904 Unit 1 Collective Agreement any ongoing discussions regarding this evaluation shall be with the Instructor and the Chair/Director.

Copies: Instructor
Chair/Director
Service Record File
CUPE Local 3904 Unit 1

APPENDIX VII ESTABLISHING AND MAINTAINING PRIORITY OF CONSIDERATION STATUS AND SENIORITY CREDITS FOR SENIOR INSTRUCTORS

This appendix outlines how a Senior Instructor establishes and maintains “Priority of Consideration” and how he/she accrues seniority credits.

1. 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 4. (c) 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 4. (c) (ii) below.

- (b) The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 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 4. (c) 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 4. (c) (ii) below.

2. Educational Upgrade

The applicant hired prior to August 16, 1990, having acquired priority of consideration as defined in clause 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.

3. Instructors who do not acquire and/or maintain priority of consideration as envisaged in clauses 1 and 2 above shall permanently lose their priority of consideration and experience credits as per 4 below and shall be deemed to be Instructors in the Instructor Track as per Article 15 during their teaching appointment.

4. Seniority (Experience) Credits

(a) 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) 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 and one-half (1 ½) seniority points for any single academic year; plus

(b) where total seniority (experience) credits as defined by 4. (a) above differ for two or more candidates by less than 0.12 seniority (experience) credits, those candidates shall be considered as having equal experience.

(c) seniority (experience) credits calculated according to 4. (a) and 4. (b) above shall incorporate the semester hour equivalent of:

(i) work undertaken in accordance with the provisions of Article 17. 2. (Duties and Obligations); and,

(ii) seniority (experience) credits arising from a maternity leave according to the provisions of Article 23. 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 23. 7. (Leaves).

Note: Language regarding the granting of seniority credits for teaching appointments commencing on or after August 16, 1986 (subject to Appendix II (Retired and Limited Term Faculty Members) up to August 15, 1992 can be found in the Historical Letter of Understanding #12 Re: Seniority.

LETTER OF UNDERSTANDING #1 PLANNING FOR DOUBLE COHORT

July 30, 2004

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 is facing an increased student enrollment 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 has planned 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, 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 30, 2004

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 30, 2004

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

LETTER OF UNDERSTANDING #4

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

July 30, 2004

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 30, 2004

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.

Lastly, it is agreed that the University will be developing a process whereby students will be able to electronically complete and submit the Faculty Course Evaluation. Once this process has been developed, Instructors and the local shall be informed by the University and shall co-operate with the University for successful implementation of such on-line assessments.

Larissa Allen
Executive Director, Human Resources

LETTER OF UNDERSTANDING #6 COMPOSITION OF IAC's

July 30, 2004

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

July 30, 2004

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: Employment Equity Self-Identification Survey

This letter reflects the substance of our discussion at this round of negotiations in which both parties agreed to enter into discussions about the inclusion of the CUPE Local 3904 Unit 1 bargaining unit in the Ryerson Employment Equity self-identification survey process.

It is agreed that the University will develop a strategy aimed at achieving a minimum 90% return rate. It is also understood that the strategy will include an overall communication strategy as well as a specific survey protocol that is in adherence with all legislative and University obligations.

The Union will be provided with the opportunity to provide input prior to the implementation of such strategy, communication and process.

Larissa Allen
Executive Director, Human Resources

July 30, 2004

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: Benefit Improvements & Employment Insurance

This letter will acknowledge that in consideration of past and future improvements to the benefits package for CUPE Local 3904 Unit 1 that this will satisfy the E.I. requirement of rebating a portion of the refund due to the discounted premiums.

It is also agreed that all future E.I. rebates which may be forthcoming will be used to assist in defraying the increased costs of maintaining the existing insured benefits plans.

The University agrees to the following improvements in benefits available at this round of bargaining for the Instructor, his/her spouse, or dependants:

PSA test, to a maximum of \$30.00 per test. One test per year.

Eye Examinations: one examination per year and capped at \$50.00 for such examination.

Vision Care: \$350.00 every 24 months

Hearing Examination: One hearing examination each year.

Larissa Allen
Executive Director, Human Resources

LETTER OF UNDERSTANDING #9 INTELLECTUAL PROPERTY

July 30, 2004

To: Angela Ross
 Business Agent
 CUPE Local 3904 Unit 1

RE: Intellectual Property

This Memorandum of Understanding recognizes the mutual agreement of the University and the Union respecting the issue of intellectual property.

1. The Ryerson University *Faculty and Staff Ownership of Research Results Policy* dated March 6, 1990 applies to all Instructors covered by this Collective Agreement.
2. Any revisions made to the *Faculty and Staff Ownership of Research Results Policy* in the future, or any policies made by Ryerson University that supersede this *Faculty and Staff Ownership of Research Results Policy* dated March 6, 1990 shall also apply to Instructors covered by this Collective Agreement.
3. Copyright applies to all original scholarly, scientific, literary, dramatic, musical, artistic and recorded works in any material form and also applies to related intellectual property rights in know how and data.
4. Original works include but are not limited to: books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performer's performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, compact discs, computer programmes, data sets, databases, know how, live video and audio broadcasts, programmed instructional material, drawings, paintings, photographs, sculptures, and other works of art.
5. No Instructor shall claim any copyright in any assessment, grading, report, or correspondence produced pursuant to his/her normal administrative duties within the University. Moreover, no Instructor shall claim copyright in any work provided to the Instructor to assist him/her in carrying out his/her duties and modified by the Instructor such as a laboratory manual or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of the University's affairs.

6. An Instructor who creates a copyrighted work in the course of his/her normal duties and responsibilities as defined by this Agreement shall grant the University a non-exclusive, royalty-free, irrevocable and non-transferable licence to use such works in other, non-commercial teaching and/or SRC activities of the University subject to copyright requirements of academic journals and other vehicles of scholarly publication. This licence shall not apply to an Instructor's personal documents, including unpublished lecture notes, course notes, lab notes or any work-in-progress. The Instructor may withdraw the right to use because of dating or other bona fide scholarly reasons provided that the member has provided the University with reasonable notice of the change being sought and has been unsuccessful in effecting such change.
7. In circumstances where the University commissions work with an Instructor, Article 17 shall apply or the University and the Instructor may enter into a separate agreement outside the Instructor's duties and obligations as outlined in Article 17 of the Collective Agreement. Such an agreement and all such commission contracts shall be in writing and shall be copied to the union. Such agreements shall, at least, address the following matters:
 - (i) definition of the material(s) to be produced;
 - (ii) scheduling and funding of the project;
 - (iii) ownership and use of the material(s);
 - (iv) rights of revision; and
 - (v) definition, distribution and timing of payment.
8. In circumstances where an Instructor creates intellectual property separate and apart from the Instructor's duties and obligations pursuant to his/her appointment with the University under the collective agreement between the University and CUPE, Local 3904, Unit 1, meaning on the Instructor's own time and using the Instructor's own resources, the intellectual property so created will remain the property of the Instructor and the University shall have no claim on such intellectual property.

Larissa Allen
Executive Director, Human Resources

July 30, 2004

To: Angela Ross
Business Agent
CUPE Local 3904 Unit 1

RE: Workload Task Force – Ryerson University and CUPE Local 3904, Unit 1

The parties agree that the workload provisions of the current collective agreement must reflect the needs and priorities of the University's academic plan and its students as these provisions relate to the delivery of the University's curriculum both at the undergraduate and graduate levels.

Toward this end, the parties agree to establish a task force to study the issue of workload with a view to reaching agreement on changes that may be required to the current workload provisions of this agreement.

The task force will consist of an equal number of representatives from the University and local union, up to a maximum of five appointees each. The Vice Provost, Faculty Affairs and the President of the local union or their designates shall be appointed as Co-Chairs of the task force and shall sit on the task force in addition to the five appointees/representatives of each party.

The mandate of this task force will be to recommend workload models that meet the needs and interests of both the University and members of the union. The task force will produce a non-binding report and recommendations for changes in workload provisions. This report and recommendations will be forwarded to the Provost and Vice President, Academic and to the negotiating chairs of both parties.

The task force on workload will commence its deliberations by May 15, 2005 and will complete its mandate no later than March 31, 2007.

Resource and administrative support for the task force will be provided by the Office of the Vice Provost, Faculty Affairs.

Larissa Allen
Executive Director, Human Resources

LETTER OF UNDERSTANDING #11 OFFICIAL SIGNAGE FOR CUPE LOCAL 3904

July 30, 2004

To: Angela Ross
 Business Agent
 CUPE Local 3904 Unit 1

RE: Official Signage for CUPE Local 3904

This letter will reflect our discussions at the current round of negotiations. Specifically, the parties discussed the provision of official University signage locating CUPE Local 3904's office.

The University and the Union agree to work together as soon as practicable following the ratification of this Collective Agreement to have an official University sign created and posted indicating the location of CUPE Local 3904's office.

The University agrees that it will cover the cost of appropriate signage to be posted.

Larissa Allen
Executive Director, Human Resources

HISTORICAL LETTER OF UNDERSTANDING #12 RE SENIORITY

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.

The amount of experience of each candidate for the purpose of 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 in the period prior to August 15, 1986, experience credits established by the formula (semesters taught/4 + semesters hours taught/66); and
- (c) 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 (b) above.
- (d) Instructors hired between August 16, 1993 to August 15, 1996 will be granted seniority (experience) credits as defined in clause 12 (1)(b) of the 2001-2004 Collective Agreement for the September 1, 1997 hiring appointment process providing they have worked (completed) at least three semesters of teaching.
- (e) 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) of the 2001-2004 Collective Agreement when they have completed three semesters of teaching.

This Agreement dated at Toronto this _____ day of
_____, 2005.

For the Board of Governors of
Ryerson University

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

