

IN THE MATTER OF AN INTEREST ARBITRATION

BETWEEN:

Ryerson University

And

Ryerson Faculty Association

Before: William Kaplan
Sole Arbitrator

Appearances

For the University: Simon Mortimer
Njeri Damali Sojourner-Campbell
Hicks Morley
Barristers & Solicitors

For the Association: Steven Barrett
Emma Phillips
Goldblatt Partners
Barristers & Solicitors

The matters in dispute proceeded to a mediation and then an arbitration on January 23 & 24, 2019.

Introduction

This award arises out of an interest arbitration between Ryerson University and the Ryerson Faculty Association. Meetings were held with the parties in the fall of 2018. Detailed mediation briefs were filed in early January 2019 and the matters in dispute proceeded to a mediation on January 23, 2019. It quickly became apparent that the outstanding issues could not be consensually resolved and the parties agreed to proceed directly to arbitration on January 24, 2019. In deciding the outstanding issues, all of the applicable criteria have been carefully considered, in particular, replication: replication of free collective bargaining having regard to appropriate comparators.

Award

Term

July 1, 2018 to June 30, 2020.

Wages

July 1, 2018: 1.75%

July 1, 2019: 1.75%

Across the board increases including to minimums and maximums.

Sectoral Adjustment

July 1, 2018: .25%

July1, 2019: .25%

Increases to base rates including to minimums and maximums.

Salary Anomaly

\$100,000 in each year of the collective agreement.

Gender Anomaly

\$200,000 over the two-year term of the collective agreement.

MOU 18 - Special fund for retirement benefits

\$250,000 to be paid no later than April 1, 2019

Pregnancy and Parental

There have been legislative changes to the pregnancy and parental provisions, which may require changes to the collective agreement. I am remitting this issue to the parties, with the understanding that any changes made will not result in any loss in any benefit to any member. I remain seized

Voluntary Retirement Incentive

The University Administration is proposing a one-time Voluntary Retirement Incentive Program (the "Program") to be offered to eligible RFA members. In order to be eligible the member must:

- Have reached Normal Retirement Date (NRD) under the Ryerson Pension Plan (ie at least 65 years of age) as of July 1, 2019
- Be a tenure-stream faculty or Career Librarian or Counselor (past their probationary period) and have a minimum of 10 years of pensionable service at Ryerson
- Be actively at work or on a leave with an expectation of a return to active work

The proposed terms and conditions of the Program are as follows:

1. Notification of election to take the Program must be submitted to the University by March 31, 2019.
2. Once the notification is received by the University the decision to retire is irrevocable.
3. Members participating in the Program must retire by August 31, 2019.
4. Members participating in the Program will receive one year of salary paid as a lump sum retiring allowance at the time of retirement. Members may elect to have the payment made in two sums over two calendar years.
5. Eligible members who are on sabbatical during the 2018-19 academic year are also eligible to participate in the Program.
6. Faculty members who are on an approved reduced workload arrangement under Articles 10.8.B and 10.15B with a fixed retirement date and a signed Memorandum of Agreement and members who have already confirmed a retirement date are not eligible for the Voluntary Retirement Incentive Program.
7. Limited Term Faculty and Limited Contract (Temporary) Instructors hired to replace faculty members participating in the Program during the academic year following their retirement shall not be included in the complement calculation found in Article 4.6C. Complement anomalies, on either side of the equation (4.3 and/or 4.6) occurring until September 2020 as a result of departures under this early retirement incentive will not result in a breach of those articles.

Teaching Stream

It is very clear to me that the parties have profound differences over the risks and benefits of introducing a teaching stream at Ryerson University. In my view, both parties should, in advance of the next round of bargaining, take the necessary time to review and reflect upon this very important issue. In this respect, I ask the parties to meet and discuss this issue on a without prejudice basis, and to seek the assistance of a facilitator in without prejudice facilitated discussions to assist them. If the parties are unable to agree upon a facilitator, I remain seized to appoint one if I determine that to be appropriate, following consultations with the parties.

Renewal of MOUs

All MOUs renewed except MOU 23 which will be replaced with reference to the teaching stream issue in this award.

Other Issues

All agreed upon items to be incorporated into the collective agreement settled by this award.

All other outstanding issues are dismissed without prejudice to the right of either party to pursue their proposals in subsequent rounds of bargaining.

Conclusion

At the request of the parties, I remain seized with respect to the implementation of this award.

DATED at Toronto this 28th day of January 2019.

“William Kaplan”

William Kaplan, Sole Arbitrator

Agreed Items

Article 4 – Hiring

Amend as follows:

4.1.C. The DHC normally consists of five members. The Chair/Director of the Department/School is an *ex-officio* voting member of the DHC, although he/she may designate a faculty member from within the Department/School to act as an agent for him/her. Two faculty members of the Department/School shall be elected by the tenure-stream faculty members of the Department/School, and the Chair/Director shall appoint one faculty member. Following the required departmental consultation upon approval of a faculty appointment pursuant to 4.2.D., these four members shall ~~select~~ **appoint** an additional **tenured** faculty member. If the four members cannot ~~select~~ **appoint** a fifth member, because they are evenly split, the choice between the final nominees shall be made in an election, among the tenure-stream members of the Department/School.

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I. No later than May 31 of every year, **the Chair/Director shall arrange a meeting of the newly constituted DHC shall hold a meeting** at which the members of the new DHC shall elect from amongst themselves a member to serve as Chair of the DHC. The newly elected Chair of DHC shall report the names of the members of the DHC, and the name of the person elected as Chair of the DHC, to the Dean, to the Vice-Provost, Faculty Affairs, and to the President of the Association, no later than June 15.

4.2.N. **Candidates who are members of the Department/School will not be consulted or asked to provide input with respect to clauses K., L., and M. immediately above.**

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4.2.P.4.

A recommendation or recommendations with respect to rank, if other than Assistant Professor, and period of probation, if ~~other than five years~~ **a reduced probationary period.**

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4.3.

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J. Probationary Period for “Off Step” Hires

1. Tenure-Stream Faculty ~~hired~~ **whose start date is** from November 1st to April 30th shall be referred to as “Off step” hires with respect to the **Old Tenure Review Process.** **Tenure-Stream Faculty hired whose start date is from January 1st to June 30th shall be referred to as "Off step" hires with respect to the New Tenure Review process.**

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4.6.

B. Limited Contract (Temporary) Instructors

1. Limited Contract (Temporary) Instructors may be hired to replace faculty members on leave, for special assignments, or for unusually heavy temporary teaching commitments. These appointments will be for a defined period of less than one year. Limited Contract (Temporary) Instructors are not members of the Association. Before hiring such Instructors the University will have first considered, by a process entirely within its discretion, making the work available to a faculty member as a paid overload; **however, consistent with Memorandum of Understanding #14, Overload Teaching, the Administration has no obligation to offer overload teaching assignments to faculty members.**

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Article 5A and 5B – Evaluation

Amend as follows:

Only have 5A and 5B with respect to the Tenure Review Process (rest of the language is the same for all faculty members).

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Article 5A/5B.1.

- G. No later than May 31 of each year, **the Chair/Director shall convene a meeting of** the members of the newly chosen DEC ~~shall hold a meeting~~ to elect from amongst themselves a Chair of the DEC. The newly elected Chair shall report the names of the members of the DEC, and the name of the person elected as Chair of the DEC, to the Dean, to the Vice-Provost, Faculty Affairs, and to the Association, no later than June 15.

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Article 5A/5B.13.

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G. Procedure

1. Members of the FPC shall be provided the application package by October 1. A copy of the external assessments will be provided to members of the FPC committee as they become available. Any external assessment that is not available by ~~February 1~~ **March 1** shall be deemed invalid. Furthermore, such late reference shall not be held against the applicant.
2. The FPC shall meet by ~~February~~ **March** 15 to decide if the candidate has met the criteria for promotion. This decision shall be based solely on the material submitted by and for the applicant. It then makes a written recommendation to the Dean. The letter shall contain the reasons for the recommendation. If the FPC is not

unanimous, the letter states the vote (without names) and the reasons for the disagreement.

Article 10 – Workload

Amend as follows:

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Article 10.12.C.4.

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~~NOTE—no additional course will be assigned pursuant to this clause prior to April 1, 2018.~~

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Article 15 – Professional Counsellors

Amend as follows:

15.2 DUTIES AND RESPONSIBILITIES OF PROFESSIONAL COUNSELLORS

A. Duties and Responsibilities

Counsellors provide counselling (**which may include psychotherapy**) and consultation services to students, and, where appropriate in respect of student needs, to staff and faculty at Ryerson.

Article 16 – Professional Librarians

Amend as follows:

ARTICLE 16 PROFESSIONAL LIBRARIANS

Throughout this Article amend “Professional Librarian” to “Librarian”. Parties agree to amend Article 1 – Definitions. “Career Librarian” remains where appropriate.

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16.2 DUTIES AND RESPONSIBILITIES OF LIBRARIANS

A. Duties and Responsibilities

1. The duties and responsibilities of Librarian members shall be an appropriate combination of:

- a) Professional practice which includes **supporting** the teaching, learning and research needs of the University, providing development and stewardship of information resources, and the development and maintenance of library information systems within the financial resources available; (hereinafter, “Professional duties”);

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16.5 VOLUNTARY REDUCED WORKLOAD

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- B.2. Subject to applicable pension plan provisions, the Librarian and the University will continue to contribute to the pension plan on the basis of the Librarian’s full normal salary level, with the objective of not affecting adversely either the Librarian’s future pension or the funding basis of the pension plan. Each Librarian should seek the advice of the Human Resources Department in advance of requesting reduced workload to determine the effect, if any, of the specific provisions of the applicable pension plan in which the Librarian is participating. **In cases where the pension plan prohibits contributions on the basis of full normal salary, the University will pay the librarian the balance of the contribution it would otherwise have had to make.**

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16.6 APPOINTMENT OF LIBRARIANS

- E. Assessment of Probationary Librarians
 - 1. The performance of a member on a probationary appointment shall be formally reviewed ~~every six~~ **at the sixth, fourteenth and twenty-third months during the of their** probationary period. The Associate Chief Librarian shall be responsible for the LAC conducting the formal review and for producing an assessment report. The formal assessments by the members of the LAC, or summaries of them, shall be incorporated into the LAC’s report. The LAC shall also consult with the probationary member’s administrative unit/department head, if any. The report shall indicate clearly any areas of performance which are not meeting the standards expected of a career librarian. The Chief Librarian shall meet with the LAC to review the assessments and the LAC report. Subsequently the Chief Librarian will write a letter indicating her/his agreement or disagreement with the contents of the LAC report.
 - 2. The Chief Librarian shall provide the member with a written copy of the report, as well as her/his letter as referenced in paragraph 1.

above, at least five days in advance of meeting with the member to discuss his/her performance.

3. The probationary librarian shall sign the report to signify that he/she has read the review and has discussed his/her performance at the meeting with the Chief Librarian. The signature does not indicate that the member agrees with the performance evaluation.
4. The member shall have the right to respond to the assessment review and the Chief Librarian's letter.
5. If at any time during the probationary period, including prior to or subsequent to any of the ~~first three six-month reviews~~, **the sixth or fourteenth month reviews**, the probationary member is not demonstrating satisfactory progress in meeting the standards expected of a career librarian, the Chief Librarian shall indicate clearly any areas of performance which need improvement, and shall provide the probationary member with a reasonable period of time for such improvement. If after this period of time the probationary member is still not demonstrating satisfactory progress, the Chief Librarian may recommend dismissal pursuant to Article 16.6.E, or 16.16.A and 16.16.B.
6. No later than one month before the end of the probationary period, **that is at the twenty-third month**, the LAC shall have concluded a final assessment of the probationary member's performance in accordance with Article 16.6.E. A copy of this report shall be given to the probationary member, to the Chief Librarian, and to the Vice-Provost, Faculty Affairs, and shall include the recommendation of the LAC, and all LAC assessments or summaries thereof, including any written opinions dissenting from the LAC's recommendation.

The LAC's recommendation and supporting rationale will be provided to the probationary member for his/her comments. If the probationary member wishes to comment, he/she shall provide his/her comments in writing to the LAC and the Chief Librarian within two (2) weeks of the LAC's recommendation.

The LAC shall render one of three recommendations to the Chief Librarian:

- a) that the member be transferred to Career status;
- b) that the probationary period be extended for up to one year either where the probationary member's performance has

been marginally satisfactory and may be expected to improve, or where the probationary period has not provided a suitable opportunity for the member to demonstrate satisfactory performance, or

- c) that the member's employment be terminated for failure to meet the standards expected of a career professional librarian.

Where (ii) (b) above is the recommendation, the LAC, through the Chair of the LAC, will indicate in writing to the probationary member any areas of improvement required in order to meet the standards expected for a career professional librarian.

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16.7. C. Eligibility for Promotion:

1. At the time of application for promotion to Librarian ranks II, III and IV, the candidate normally must:
 - a) be a career employee and have successfully completed their probationary period;
 - b) ~~hold an ALA accredited or ALA recognized graduate degree in Library and Information Science.~~

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16.10 PROFESSIONAL DEVELOPMENT TIME

Effective ~~July 1, 2016~~, **January 1st following the date of ratification of this current collective agreement**, Professional librarians are entitled to ~~twelve (12) professional development days, increasing to 14~~ **sixteen (16)** professional development days *per annum* ~~effective July 1, 2017~~. All professional development days are, where reasonably practical, to be requested seven (7) days in advance, and will be granted subject to operational requirements. Requests for professional development days made less than 7 days in advance are at the discretion of the Chief Librarian. In either case, approval will not be unreasonably withheld.