

In the Matter of an Interest Arbitration before Arbitrator William Kaplan pursuant to Article 12 of the Memorandum of Agreement

B E T W E E N:

ONTARIO COLLEGE OF ART & DESIGN UNIVERSITY

(the "University")

- and -

ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION

("OCADFA")

UNIVERSITY'S ARBITRATION BRIEF

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INTRODUCTION

OCAD UNIVERSITY'S STRUCTURE, ACADEMIC PROGRAMS, FACULTY AND ACADEMIC STAFF

1. Located in Downtown Toronto, the Ontario College of Art & Design University ("OCAD University" or the "University") is Canada's largest art and design university. It is a world-famous hub for art, design, digital media, research, innovation and creativity with a unique and highly specialized mission.
2. The University's academic programs are delivered through 3 faculties:
 - (a) the Faculty of Art;
 - (b) the Faculty of Design; and
 - (c) the Faculty of Arts & Science, previously the Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies.
3. Through these 3 faculties, the University offers 17 academic programs at the graduate and undergraduate levels. OCAD University's current enrolment is comprised of approximately 4,400 undergraduate students and approximately 275 graduate students.
4. OCAD University's academic programs are delivered and supported by staff and faculty members represented by their sole and exclusive bargaining agent, the Ontario College of Art & Design Faculty Association ("OCADFA" or "the Association"). A detailed breakdown of OCADFA's membership for the 2020-2021 academic year is as follows:

Faculty Appointment Type / Academic Staff Position Title	Number of OCADFA Members (Headcount)
Tenured / Probationary Faculty	137
Continuing Appointments	13
Contractually Limited Term Appointments	1
Teaching-Intensive Stream Appointments	21
Sessional Instructors	261
Permanent/Probationary Technicians	22

Contract Technicians	0
Probationary/Permanent Academic Counsellors	0
Contract Academic Counsellors	0
Contract Teaching Assistants	132

5. OCAD University and OCADFA are parties to a Memorandum of Agreement which expired on June 30, 2020, which is attached at **Tab 1**. Following its expiry, the parties engaged in the negotiation process set out in Article 11. To date, the parties have not reached an agreement on the terms of a renewal of the Memorandum of Agreement and have therefore engaged the arbitration process set out in Article 12.

A SUSTAINED EMPHASIS ON AND COMMITMENT TO DECOLONIZATION, EQUITY, DIVERSITY AND INCLUSION

6. OCAD University is subject to and governed by the *Ontario College of Art & Design University Act* (the “*OCAD University Act*”), which is attached at **Tab 2**.

7. Section 3 of the *OCAD University Act* sets out the objects of the University, which are:

to provide the opportunity and environment for advanced education in art and design at the undergraduate and graduate levels and to support teaching, research and professional practice in these fields.

8. Decolonization, equity, diversity and inclusion are principles that are fundamental to the realization of OCAD University’s objects. OCAD University’s Mission Statement is attached at **Tab 3**. In its Mission Statement, OCAD University commits to nurturing diversity and resilience and practicing decolonization, equity, inclusion, sustainability and respect for Indigenous voices and cultures.

9. OCAD University's Mission Statement explains how OCAD University lives out these commitments as follows:

Our diversity provides a wellspring of alternative knowledge that equips us to respond to complex issues, changing how we see, think and act in the world and with one other.

Empathy and ethical direction provide a compass that orients our perspectives, while equity and diversity call for inclusive pedagogical processes and structures. Decolonization requires the examinations of historical and social contexts, building a sound, solid Indigenous foundation, collaborative leadership, and a strategic refocusing of resources, spaces and curriculum.

At OCAD University, we invite and enable local and global community discussions. We actively engage and challenge dominant worldviews, provoking vast potential for critical integration and change.

OCAD UNIVERSITY'S ACADEMIC PLAN 2017-2022: TRANSFORMING STUDENT EXPERIENCE

10. A focus on and commitment to decolonization, equity, diversity and inclusion is found in OCAD University's Academic Plan 2017-2022: Transforming Student Experience (the "Academic Plan"). The Academic Plan was approved at Senate on January 30, 2017 after 18 months of consultations with faculty, staff, students, Senate, Senate committees, the Board of Governors, the Indigenous Education Council and other stakeholders within the OCAD University community. A copy of the Academic Plan is attached at **Tab 4**. The first two guiding principles for the Academic Plan express OCAD University's commitment to decolonization, equity and diversity. These two principles are expressed as follows:

Principle 1 – Decolonization

OCAD U recognizes that we are bound together in the struggle to create a more just world. OCAD U understands that transformative education after the recommendations of the Truth and Reconciliation Commission of Canada requires that we critically transform the settler social relations that underpin knowledge production and what constitutes knowledge within the university context and beyond.

We are committed to ensuring that the multiplicity of histories and perspectives of racialized and Indigenous students, faculty and staff are recognized and affirmed in their experiences at the institution. Through a process of ongoing reflexivity, we will more prominently include social justice, critical methodologies and Indigenous knowledges in our relations, curricula, pedagogy, research practices, policies and processes.

Principle 2 – Diversity and Equity

As an institution committed to the production, stewardship and interrogation of expressive culture, OCAD U recognizes the profound and essential value that diversity brings to the creation, reception and circulation of creative practices and discourse. Valuing diverse creative practices, forms of knowledge and methods of making enriches and is essential to the institution's core mission and vision as an art and design university with a local and global scope, and that provides students with the capabilities to be successful global citizens and creative participants in a complex world.

*We acknowledge that a commitment to the principles of equity requires an engagement with and response to the complex, systemic and often deeply embedded ways that systems and practices exclude disproportionately under-represented communities, and that **advancing equity extends beyond the numerical representation of under-represented communities or the inclusion of under-represented groups in order to achieve diversity. Equity requires the implementation and evaluation of specific measures or policies that recognize, address and remediate the exclusion of under-represented groups from institutions of higher learning specifically, and from the larger art, craft and design sectors generally.***

[emphasis added]

11. Within its Academic Plan, OCAD University recognizes the specific need to increase the number of Indigenous faculty members in all faculty as an important part of the larger objectives of decolonizing the institution and properly recognizing Indigenous ways of knowing and being within the curriculum and existing policies and procedures. More generally, OCAD University seeks to increase the representation of other under-represented equity seeking groups in faculty positions across the institution.

THE PRESIDENTIAL TASK FORCE ON THE UNDER-REPRESENTATION OF RACIALIZED AND INDIGENOUS FACULTY AND STAFF

12. OCAD University’s commitment to decolonization, equity, diversity and inclusion is reflected in the composition of its student body. Over 50% of OCAD University’s students identify as having a ethnic or cultural background other than “white”. The data in the table set out below show that the racial diversity of OCAD University’s student body has increased significantly over time. The data contained in this table is taken from the National Survey on Student Engagement, which is administered every three years at OCAD University. The survey is administered to students in their first or fourth year of undergraduate studies.¹

**National Survey on Student Engagement – OCAD University
Ethnic or Cultural Background of Students**

	2020	2017	2014
White	35.3%	44.7%	47.5%
Chinese	21.2%	17.7%	16.0%
South Asian*	7.0%	5.8%	4.5%
Black	4.6%	3.2%	3.3%
Filipino	5.1%	5.4%	3.4%
Latin American	3.6%	4.6%	3.6%
Southeast Asian	3.2%	3.4%	2.5%
Arab	2.0%	2.5%	0.9%
West Asian	2.8%	2.6%	1.8%
Japanese	1.1%	1.4%	0.9%
Korean	4.6%	1.4%	4.4%
Other	7.6%	5.3%	8.1%
Indigenous	2.0%	2.1%	3.1%

¹ The response rate for the 2020 National Survey on Student Engagement at OCAD University was 40%, meaning that the results have a margin of error of +/- 3% for OCAD University’s first year undergraduate population and +/- 3.8% for its fourth year undergraduate population.

13. Recognizing that it is situated within one of the most diverse communities in the world, with a very diverse student body, OCAD University has taken bold steps to work toward having its faculty and academic staff better reflect the demographics of its student body. Within this broader mandate, OCAD University determined that amongst the many equity seeking groups that it has sought to better represent, racialized and Indigenous faculty and staff were, and continue to be, vastly under-represented. As such, the Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty and Staff (the “Presidential Task Force”) was struck in November 2015. OCAD University adopted a land acknowledgment as a reflection of its commitment to decolonization. The current iteration of this land acknowledgement is reproduced below:

OCAD University acknowledges the ancestral and traditional territories of the Mississaugas of the Credit, the Haudenosaunee, the Anishinaabe and the Huron-Wendat, who are the original owners and custodians of the land on which we stand and create.

14. The Presidential Task Force’s mandate was to raise the percentage of racialized and Indigenous employees in all areas and at all levels of the University and to seek to increase the diversity of the curriculum in doing so. This mandate was expressed in more detail in the action plan, included within the Presidential Task Force’s final report, which is attached at **Tab 5**. Instead of confining itself to a nebulous framework of unclear goals, the single goal of the Presidential Task Force’s action plan was stated clearly and succinctly as follows:

The goal of the action plan is an OCAD University in which the demographics of staff, faculty and administrators better represent the diverse students who make up our community and our international networks. The action plan will provide a work environment and culture which will foster equity, collaboration and result in a breadth of cultural knowledge and creative expression.

15. In establishing the Presidential Task Force, OCAD University took a public and meaningful step toward meeting its goal of ensuring that faculty and staff become representative of the diverse constituencies that together comprise the OCAD University community.

16. The close connection between the Presidential Task Force’s goal and the recruitment and retention of racialized and Indigenous faculty and staff meant that in order for OCAD University to meaningfully operationalize its goal, faculty and staff represented by OCADFA needed to have appropriate representation on the Presidential Task Force, which was provided. Specifically, the President of OCAD University was a co-chair of this task

force. The other co-chair position was held by a member of the OCADFA bargaining unit. Of the remaining 15 task force members, 6 were members of the OCADFA bargaining unit, including a position that was expressly reserved for the President of OCADFA. No other OCAD University constituency had this same level of representation on the Presidential Task Force.

17. The need for bold action to meet OCAD University's goal was underscored by the data that was analyzed by the Presidential Task Force. A major survey undertaken by OCAD University in 2011 found that although more than 50% of its undergraduate students identified as belonging to an ethno-cultural group other than "white", only 13% of OCAD University's faculty and 30% of its non-academic staff identified as racialized.

18. In light of this marked disparity between the diversity of its students in comparison with its faculty and staff, a key component of the work undertaken by the Presidential Task Force was to closely examine the barriers to and the solutions for hiring and retaining racialized and Indigenous faculty and staff. It acknowledged the need for greater awareness of both formal and informal systemic barriers to under-represented equity seeking groups, including those systemic barriers which are found in existing recruitment, hiring and retention practices, and a firm commitment to removing them.

19. The feedback from members of the OCAD University Community regarding the barriers to the recruitment of Indigenous and racialized faculty and staff was striking. Some of this feedback pointed to procedural deficiencies, such as a perceived lack of broad recruitment, advertisement and outreach campaigns and correspondingly short application deadlines that inhibited outreach efforts. It was also suggested that OCAD University needed to improve the content of its advertisements by expressly stating that it was looking specifically for Indigenous and racialized applicants.

20. Other observations were more substantive. In addition to raising past examples of poor treatment toward racialized and Indigenous faculty, who were perceived as holding precarious positions, the Presidential Task Force Report identified the following substantive concerns regarding its recruitment efforts:

- (a) The composition of hiring committees was repeatedly raised as a barrier to recruitment, due to a lack of diversity of committees and the use of informal and biased hiring practices and selection criteria that disadvantage racialized and Indigenous candidates. There needed to be an increased recognition of lived experience and community-based work experience, alongside a more traditional assessment of candidates' terminal degrees.

- (b) The practice of hiring new faculty and academic staff from within existing informal communities was also repeatedly identified as a barrier to the hiring of Indigenous and racialized candidates. A candidate's existing connections to OCAD University, and a process that prioritized "who you know", made it more difficult for racialized and Indigenous candidates without such connections to succeed in the hiring process. In this same vein, using hiring criteria based on "culture fit" was seen as a way that existing biases were concealed and perpetuated.

21. The difficulties associated with the recruitment and hiring of Indigenous and racialized faculty and staff compounded the difficulties faced by those within these equity seeking groups who had managed to obtain such positions. A recurring theme confronted by the Presidential Task Force was that Indigenous and racialized faculty and staff felt overworked and overwhelmed by service commitments related to their equity seeking backgrounds. While OCAD University had maintained an interest in diversifying its governance structures and committees, there was a very limited pool of Indigenous and racialized persons who could be asked to engage in this work. This reinforced the need for OCAD University to strengthen its recruitment and hiring practices to attract candidates from these specific groups.

22. Finally, the Presidential Task Force was also confronted with the concern that there was insufficient representation of Indigenous and racialized persons in existing leadership positions. The current makeup of OCAD University's senior leadership team demonstrates that this concern was taken seriously and responded to by the University, as the current President of OCAD University, as well as its four Deans and two of its three Associate Deans, are Indigenous or racialized persons.

23. As a means by which to address the remaining concerns which were brought to the attention of the Presidential Task Force, an equity statement and a fourteen-point action plan was developed and OCAD University's Equity Statement was unveiled in the Presidential Task Force's Report. Specific excerpts from the Equity Statement area as follows:

OCAD University acknowledges that a commitment to the principles of equity requires an engagement with and response to the complex, systemic and often deeply embedded ways that systems and practices exclude disproportionately underrepresented communities. Such groups include but are not limited to, Indigenous Peoples, women, racialized peoples, persons with disabilities and lesbian, gay, bisexual, transgendered, queer, and intersex and

2-spirit persons. OCAD University thus aims to advance the principles of equity by prioritizing the equitable allocation of resources across the institution and by creating a positive and inclusive environment for all of the university's communities and constituencies.

...

*The institution understands that the advancing of equity extends beyond the numerical representation of underrepresented communities, or the inclusion of underrepresented groups in order to achieve diversity. Rather, a more engaged approach to equity requires the implementation and evaluation of specific measures or policies that recognize, address, and remediate the exclusion of underrepresented groups from the institutions of higher learning specifically, and from the larger art & design sector generally. For students, this includes the creation of opportunities for underrepresented students to participate in educational programs that can close gaps in their success and achievement. **For employees, this includes the creation and implementation of policies that enable historically underrepresented faculty and staff to have equal access to employment, professional growth opportunities and institutional resources...***

[emphases added]

24. Included in the Presidential Task Force's fourteen-point action plan were several recommendations for the collection, review and monitoring of workforce and student population data to see whether or not equity goals were being properly pursued. In turn, there were recommendations aimed at mandating employment equity plans in each faculty, employment equity representatives on each hiring committee and the hiring of an Employment Equity Administrator to implement and evaluate employment equity initiatives. Another subset of recommendations was aimed at increasing the diversity of all hiring committees, equipping the members of those committees with training on the best practices in equitable hiring and using data to track the diversity of applicant pools.

25. This fourteen-point action plan also included four substantive recommendations aimed directly at ameliorating the under-representation of racialized and Indigenous peoples, specifically within OCAD University's academic positions, where the degree of under-representation was particularly acute. These recommendations are reproduced in full below:

Recommendation 1: OCAD University will implement the following special program under section 14 of the Ontario Human Rights Code in all forthcoming competitions for tenured faculty, academic administrator, manager, librarians and administrative and confidential staff positions:

In order to alleviate the under-representation of racialized and Indigenous tenured faculty and academic administrators [or managers, librarians, administrative & confidential staff], priority in hiring will be given to qualified racialized and Indigenous persons who self-identify as such in the application process. This initiative is a special program under the Ontario *Human Rights Code*.

OCAD University can further specify that only Indigenous or racialized applicants may apply in competitions to increase the representation of these groups as a special program. The Office of Diversity, Equity & Sustainability Initiatives will continue to advise on areas of under-representation requiring special programs.

...

Recommendation 3: In the long term (up to 10 years), we recommend that our faculty and staff complement be reflective of our student population.

...

Recommendation 7: We recommend that all job postings and the OCAD University web page reflect institutional equity commitments and institutional Special Programs in hiring under section 14 of the Code. In addition, equity needs to be embedded throughout job postings and reflected in qualifications, experiences, etc.

(a) We also recommend that job postings be approved by the aforementioned Employment Equity Administrator prior to posting, and posted in wider arenas.

(b) Prioritization of equity seeking groups in recruitment efforts should be highlighted in outreach strategies and in the ads.

...

Recommendation 10: We recommend that qualified racialized and/or Indigenous candidates be a part of all short lists.

(a) To further enable this, we recommend broadening short lists to 5 or 6 applicants.

(b) To ensure that shortlists are diverse, we recommend that the VPA's office and/or hiring managers be given the wherewithal to return shortlists to the relevant hiring committee if the shortlists do not meet the prioritization criteria.

26. Underpinning each of these recommendations was a recognition that advancing the general goals of decolonization, equity, diversity and inclusion, and the specific goal of redressing the significant under-representation of racialized and Indigenous persons within OCAD University's faculty and academic staff positions, would require substantive changes to the University's recruitment, hiring and retention practices and, accordingly, certain related changes to the Memorandum of Agreement which would require the agreement of OCADFA. This was recognized in the fourteenth and final recommendation in the Presidential Task Force's action plan, which states that:

We recommend and encourage management and labour to work together to realize appropriate changes to collective agreements to realize these recommendations.

27. Consequently, OCAD University submits that in the course of this arbitration process continued regard should be had to the ways in which the current and proposed language in the Memorandum of Agreement might intentionally or unintentionally erect and foment structural and systemic barriers to the specific goals referred to above, including addressing the under-representation of equity seeking groups in all areas and at all levels of the University.

28. The University and OCADFA have recent experience with these issues, which is examined in more detail below.

THE TARGETED HIRING OF INDIGENOUS AND BLACK TENURE-STREAM FACULTY

29. For OCAD University, its commitments to advancing decolonization, equity, diversity and inclusion are not merely high-minded principles, or carefully crafted messaging included in public statements and reports. Such visioning and goal-setting exercises, while important, have been followed by meaningful and tangible results.

30. By way of example only, OCAD University is home to Canada's first Indigenous Visual Culture Program, within the Faculty of Arts & Science. This program began as a minor in 2008 and was recognized as a stand-alone academic program in 2013. Sessional instructors help deliver courses that comprise the Indigenous Visual Culture Program. In seeking to hire these sessional instructors, OCAD University has prioritized the hiring of Indigenous persons for at least the past 7 years.

31. This same approach has been used in the Graphic Design Program within the Faculty of Design for the past 2 years. When sessional instructors have been hired to teach courses in this academic program, the hiring of Indigenous persons has also been prioritized. Initially, OCAD University utilized a "preferred hiring" framework, where all applications were accepted, but an applicant's indigeneity gave them an advantage over similarly qualified applicants. In the current academic year, OCAD University shifted to a "restricted hiring" process, where the posting was accessible to Indigenous applicants only. The benefit of this process is that Indigenous applicants are not at risk of being measured against the traditional credentials and standards which may be more familiar to those in academia, but which non-Indigenous candidates are more likely to have.

32. These prioritized hiring initiatives have not been confined to the hiring of sessional instructors. Beginning in 2017 and continuing into the present, OCAD University, with OCADFA's concurrence, has undertaken to increase the representation of Indigenous and Black tenured and probationary (tenure track) faculty members by using cluster hiring processes that have been based not on prioritization, but instead by implementing hiring processes that are available exclusively to members of equity seeking groups that face acute marginalization and under-representation. These cluster hiring processes have been used on three separate occasions:

- (a) OCAD University posted a cluster of 5 tenured and probationary (tenure track) positions for the 2018-2019 academic year that were made available on a university-wide basis to qualified Indigenous persons who self-identified as such during the application process;

- (b) OCAD University posted a cluster of 3 tenured and probationary (tenure track) positions for the 2020-2021 academic year that were made available within the Faculty of Design to qualified Black persons of African descent who self-identified as such during the application process; and
- (c) OCAD University posted a cluster of 4 tenured and probationary (tenure track) positions for the 2021-2022 academic year that were made available within the Faculty of Design to qualified Indigenous persons who self-identified as such during the application process.

33. These cluster hiring processes were not structured as “preferred hiring” processes, where applicants from the targeted equity seeking group would be selected after a determination that their credentials and experience were relatively equal to those of an applicant from outside of the equity seeking group. Rather, OCAD University utilized a “restricted hiring” process, in which only applicants who self-identified as a member of the targeted equity seeking group were permitted to apply. This avoided the often-problematic comparison of candidates with more traditional and recognizable academic credentials and experiences against those whose lived experiences may centre around non-traditional and less recognizable credentials and career accomplishments.

34. The use of these restricted cluster hiring processes generated very successful results. In 2018, 4 Indigenous persons secured probationary appointments and 1 Indigenous person secured a tenured appointment at OCAD University. OCAD University’s announcement regarding these hirings is attached at **Tab 6**. Further, on June 2, 2020, despite only posting for 3 tenured/probationary positions as part of its Black cluster hiring process, OCAD University announced the hiring of 5 Black individuals into probationary (tenure-stream appointments.) OCAD University’s announcement regarding these hirings is attached at **Tab 7**. The third restricted cluster hiring process aiming to add 4 additional Indigenous faculty to the Faculty of Design in either tenured or tenure stream appointments remains in progress.

35. The results of OCAD University’s restricted cluster hiring processes demonstrate that meaningful progress can be made in addressing problems of under-representation when the University is able to tailor its processes to mitigate the harm caused by traditional structures associated with academic hiring that often perpetuate rather than resolve such problems. OCAD University is seeking the means by which this approach can be continued through its proposals on decolonization, equity, diversity and inclusion which are aimed directly at addressing the continued under-representation of equity seeking groups.

OCAD UNIVERSITY'S COMMITMENT TO DECOLONIZATION, EQUITY, DIVERSITY AND INCLUSION IS SHARED BY OCADFA

36. During the term of the current Memorandum of Agreement, OCADFA has also expressed an interest in advancing issues of decolonization, equity, diversity and inclusion. Just as OCAD University has sought to imbue its academic planning, curriculum development and hiring priorities with the principles of decolonization, equity, diversity and inclusion, OCADFA has acknowledged that these principles should inform its own decision-making. This was expressed clearly in a statement that appeared in its communication to members of March 27, 2017, which is attached at **Tab 8**, which states that:

OCADFA supports the principles of Indigenization and Decolonization. All unions rest on the idea that everyone should be treated equitably and fairly. Inequity and unfairness show up sometimes as exploitative labour practices, sometimes as discriminatory behaviour and often as the two combined (i.e. discriminatory beliefs justifying exploitative labour practices). And these exploitative and discriminatory practices perpetuate inequality and unfairness. For all of these reasons, but especially this last one—discrimination's link to exploitation—labour has a stake in the progress of equity-seeking communities on these matters and in supporting a workplace that promotes fairness, equality and freedom from discrimination.

37. OCADFA is alive to the ongoing work required to advance equity objectives at OCAD University. In its February 6, 2020 newsletter, which is attached at **Tab 9**, OCADFA recognized that:

We need to do some work on equity. There are issues that still remain unresolved from the CLTA job losses that took place at the same time as the priority hires. I have heard resentment and comments made by members that suggest equity is discrimination in reverse. ODESI's recent equity survey had the lowest participation rate amongst faculty. This is a problem that needs serious redress. Amongst ourselves, our membership needs to have honest conversations about race, equity and power. OCADFA is committed to fighting for equity and justice – we will be taking steps to create space between members to make both real and relatable to your own experience in the world and in the workplace.

38. As part of its Labour Day message, which is attached at **Tab 10**, OCADFA wrote that:

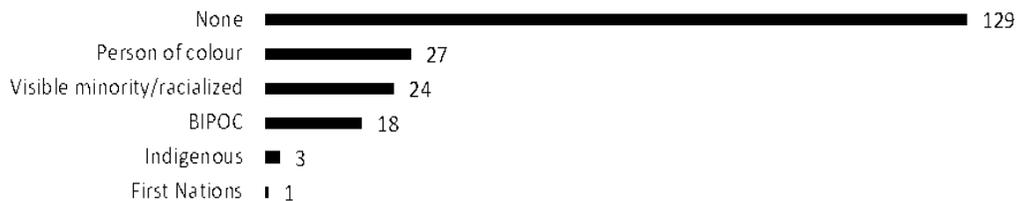
We actually are all in this together, but with different stakes, capacities and supports. Our university will thrive if we can be flexible, humane and creative in managing all the remaining crisis curveballs 2020 has in store for us. And we must be unconditional in using principles of social justice to inform our decisions. This applies to academic, administrative and financial.

39. In the summary of its Membership Survey, published on December 21, 2020, OCADFA paid specific attention to the issue of under-representation. A copy of this summary is attached at **Tab 11**. According to the information included in this survey, 162 of 556 of faculty and staff represented by OCADFA participated in the survey, which created a 95% confidence level that the information collected is accurate, with a margin for error of 6.52%.

40. OCADFA acknowledged the importance of having faculty and academic staff demographics be better aligned with student demographics and the population within the Greater Toronto Area. The demographic information OCADFA included in its survey showed that several equity seeking groups remain significantly under-represented. The information set out below is included in the OCADFA Membership Survey referred to above.

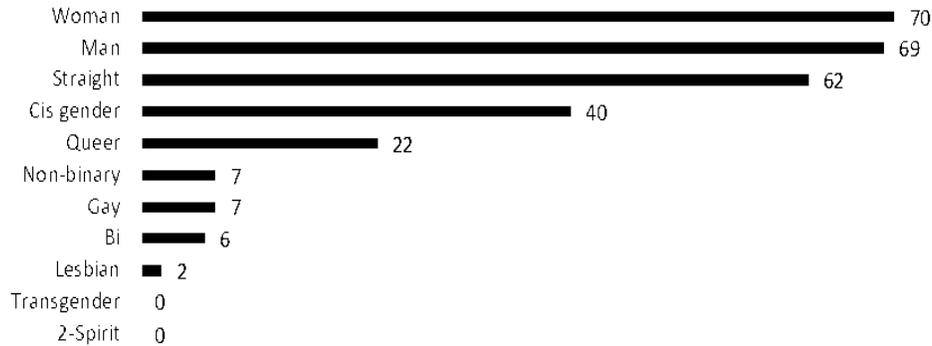
Racial Expression

This was multiple choice: 33 respondents (20.4%) self identified with one or more expressions



Gender Expression

This was multiple choice: respondents could self identify with one or more expressions



Disabilities

This was multiple choice: 58 respondents (35.8%) self identified with one or more expressions



41. Systemic inequality was also acknowledged as a significant issue. According to the results reported in the Membership Survey, the effects of systemic inequality were experienced by a total of 29.81% of respondents, with an additional 21.19% reporting that while they had not experienced the effects of systemic inequality personally, they had noticed that others had been affected.

42. Finally, consistent with the conclusions reached by the Presidential Task Force, OCADFA's Membership Survey noted that only 13.83% of respondents who served on OCAD University committees felt that these committees had "good representation" of equity seeking groups. Within this same cohort, 69% of respondents mentioned that there was "some representation" of equity seeking groups on these committees, thereby reinforcing the conclusion that the members of under-represented groups who do hold faculty and staff positions at OCAD University are taking on this type of service work. This has helped with diversification of committee membership, but as noted above reinforces the need for OCAD University to attract candidates from these specific groups.

INFRASTRUCTURAL, SPATIAL, AND FINANCIAL CHALLENGES

INFRASTRUCTURAL CHALLENGES

43. OCAD University's academic programs are provided primarily through studio-based learning, with an emphasis on low enrolment levels in each of its academic programs. During the 2019-2020 academic year, OCAD University offered 1,685 courses². Between 85% and 90% of these sections, which were distributed throughout each of the 4 years of OCAD University's undergraduate academic programs, had enrolments of fewer than 30 student. Moreover, 35% of these sections had enrolments of fewer than 20 students.

44. The infrastructure of OCAD University's undergraduate academic programs is very different from that which is often used in larger post-secondary institutions. These other institutions regularly follow a model in which the introductory courses in larger undergraduate programs often have extremely high enrolment levels that are measured in the hundreds if not thousands of students. In later years, these universities offer smaller seminar-style courses which have lower enrolment levels.

45. In this infrastructure, the higher volume of tuition fees that are connected to the delivery of large-scale introductory undergraduate courses are used to subsidize the lower enrolment levels found in upper year undergraduate courses. Enrolment constraints aside, this infrastructure, and the broader revenue streams that accompany its use, cannot be replicated at OCAD University because of its studio-focused programming.

46. It is similarly not open to OCAD University to simply increase the number of studio-based sections as a means of increasing revenue. Such an approach is not viable because in a studio-based learning environment the largest costs associated with the delivery of each section are constrained by the way in which programs are delivered and are not offset by the number of students who enrolled in the section.

SPATIAL CHALLENGES

47. OCAD University is also affected by the small and restricted physical footprint that it occupies. Even if OCAD University were to experience a significant increase in student demand for its studio-based programming, the extent to which it could physically accommodate such an influx of students is limited by the physical space that it occupies.

² Used here and in the chart concerning the Flow Curricular Change Process, the term "courses" does not refer to individual course codes or sections. It instead tracks the number of teaching assignments based on an assessment of faculty workload. For example, a course worth 1.0 credits would count as 2 "courses" as that term is used here. It also captures team teaching arrangements where a course's credit value is less than the workload apportioned to the multiple faculty who teach that course, such that such an arrangement would also count as two "courses" in this calculation.

48. Some may suggest that the increased use of remote learning wrought by the COVID-19 pandemic may mitigate these concerns. The University submits that this suggestion is not accurate. The use of remote learning is not a cure-all solution for these concerns. Some studio-based program offerings, including those that involve the use of industrial materials and equipment, cannot be replicated in a remote learning environment. In a very real sense, the spatial constraints that accompany a studio-based curriculum cannot be fully redressed through remote learning.

49. Taken together, these infrastructural and spatial challenges place OCAD University in a unique and difficult position. One dimension of this difficult position is that OCAD University must contend with the increasing cost of delivering its academic programs to students. This is a challenge faced by most if not all post-secondary institutions. However, OCAD University is placed in a uniquely difficult position because unlike other post-secondary institutions, it cannot raise revenues to address these increasing costs by offering high-enrolment introductory courses or a higher number of its existing low-enrolment courses. Neither the design of its academic programs, nor its physical space can accommodate this traditional model of program delivery.

50. These infrastructural and spatial challenges are further compounded by the financial challenges described in more detail below.

FINANCIAL CHALLENGES

51. The provincial operating grant funding provided to OCAD University has remained relatively flat over the past decade. Within that period of time, the annual increase to OCAD University's operating grants in nominal dollars has averaged 0.8%. In all but one year, this average increase was outpaced by inflation.³

52. OCAD University is also impacted by the fact that the Weighted Grant Unit ("WGU") weighting that is used to calculate its share of provincially assigned operating grants is lower than the WGU weighting enjoyed by comparable studio-based programs at other Ontario universities. Since 2003, operating grants per student have decreased by 11% in real value. Government-funded enrolment has effectively been capped by the use of the corridor funding model, which essentially freezes each university's share of this available funding. Unless OCAD University's five-year moving average of WGUs decreases by more than 3%, the grant will decrease. If the five-year moving average of WGUs increases by more than 3%, no additional funding would be made available. This means that even if OCAD University's enrolments were to exceed the upper limit prescribed by the corridor funding model, no additional funding would be made available as a result.

³ Statistics Canada – CANSIM Table 18-10-0005-01 (Ontario CPI, All Items). **Tab 12.**

53. Within the university sector, the provincial Fee Framework and Ancillary Fee Guidelines for Publicly Assisted Universities has reduced expected revenues by approximately \$1 billion over the past two years. This included a direction to reduce its 2019-2020 tuition rates by 10% for existing full-time and part-time regular fee programs as well as for new programs that had been approved for implementation. This was followed by a tuition freeze that applied to the 2020-2021 academic year. These revenue reduction measures resulted in a decrease to OCAD University's expected revenue by approximately \$3.5 million. There have been no announcements regarding updates to the Fee Framework and Ancillary Fee Guidelines for the 2021-2022 academic year and budget planning has been based on an expected continuation of the current tuition freeze.

54. Both parties and the arbitrator remain unaware of how long the pandemic will continue and attempting to assess its overall operational and fiscal impact on universities in general, and OCAD University specifically, is an exercise in guesswork. It seems clear, however, that the existing infrastructural, spatial and financial challenges will be compounded by pandemic-related consequences, and perhaps severely so.

55. On the expense side of its ledger, OCAD University has been forced to carry a \$1.4 million accumulated deficit from the 2017-2018 fiscal year. Two years later, it also implemented a teaching load reduction applicable to non-sessional faculty members, at a resulting cost of \$1.4 million.

RESPONDING TO THE INFRASTRUCTURAL, SPATIAL AND FINANCIAL CHALLENGES – THE FLOW CURRICULAR CHANGE PROCESS

56. In examining its infrastructural, spatial and financial challenges, OCAD University determined that its delivery of studio-based learning was not sustainable in its current format. Significant changes to its curriculum delivery model and the structure of its academic programs were required. OCAD University operationalized these changes by enacting and implementing the Flow Curricular Change Process, which was approved by Senate on September 30, 2019. A copy of the context and goals of the Flow Curricular Change Process is attached at **Tab 13**.

57. The 8 goals of this process are found on the first page of this document and are reproduced below:

- (a) Create a sustainable, inclusive, learner-centred studio-based learning experience that builds on the unique strengths of art and design education.
- (b) Make degrees more flexible, interdisciplinary, learner-directed and equitable across programs and Faculties by reducing program requirements.

- (c) Refine program curricula by continuing to ground them in program learning outcomes and Degree-Level Expectations (i.e., rather than pathways of courses).
- (d) Reduce redundancy and repetition across different program areas and courses.
- (e) Identify specialized skills and knowledge that reflect the strengths of studio-based art and design education and support the employment readiness of our graduates.
- (f) Develop an ecosystem of micro-credentials across curricular, co-curricular and continuing learning such that students are able to craft individualized learning journeys that combine interdisciplinary breadth with disciplinary depth, communicate their skills to employers and continue their learning beyond their degrees.
- (g) Continue to align programs with goals in the Academic Plan.
- (h) Embed principles of Universal Design for Learning in program development.

58. To achieve these goals, the Flow Curricular Change Process includes a program restructuring exercise. This exercise has not been carried out independently. Instead, it was built into OCAD University's existing Cyclical Program Review, which is itself part of OCAD University's Institutional Quality Assurance Process. This allowed OCAD University to situate and pursue the goals of the Flow Curricular Change Process within an established review framework. The purpose of this program restructuring exercise, consistent with the goals of the Flow Curricular Change Process, was to make program requirements more flexible and to develop a portion of required courses in ways that would accommodate larger section enrolments of 60 students or more.

59. This restructuring exercise, which is within the Flow Curricular Change Process, is intended to increase interdisciplinarity by enabling students to participate in courses across OCAD University instead of focusing on meeting many different program requirements within their own faculty. For OCAD University, cost savings are achieved through section and enrolment planning at both the faculty and University levels. More rigid "course pathways" that require that a larger number of courses within each academic program to be offered can also be eliminated in favour of a more open process in which a high number of course prerequisites do not need to be satisfied. As well, a modest increase in the students that will be registered in each section of a multi-section course is intended to help reduce the number of sections overall.

60. The Flow Curricular Change Process also includes a review and elimination of redundancies across academic programs. For example, photography courses which form part of academic programs in Advertising and Graphic Design within the Faculty of Design could overlap and intersect with the Photography academic program within the Faculty of Art. The identification of program redundancies is followed by an identification of strategies to eliminate these redundancies, including the retirement of courses and the merger of academic programs. The implementation of these strategies occurs alongside the curricular review process described above. Cost savings are achieved by delivering more streamlined curriculum across OCAD University, where the focus is on the broader acquisition of skills and knowledge instead of a structure that diffuses these same skills and areas of knowledge across many different courses and programs.

61. The implementation of the Flow Curricular Change Process further includes the establishment of specific targets for the number of course sections that will be offered by OCAD University in each of the four years in which this process is implemented. These targets were shared with OCADFA as part of the discussions concerning the Flow Curricular Change Process that occurred at Senate and elsewhere. These annual total section targets are set out in the table below.

Flow Curricular Change Process – Total Sections offered at OCAD University					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Total Number of Courses ⁴	1,685	1,380	1,146	1,034	980
Section Reduction Year over Year	-	- 18.1%	- 16.9%	- 9.7%	- 5.2%
Total % of Section Reduction		- 18.1%	- 31.9%	- 38.6%	- 41.8%

⁴ Please see Footnote 2 above for a detailed discussion of how this terminology is used in this instance.

62. It is through the completion of the Flow Curricular Change Process that OCAD University hopes to deliver more flexible and diverse academic programs in a more efficient and economical manner. It aims to achieve these goals amidst the challenges identified above while continuing to navigate the present and future uncertainties associated with the ongoing pandemic. OCAD University submits that the positions advanced by both parties in this interest arbitration proceeding ought to be reviewed and considered with the aforementioned realities in mind.

THE UNIVERSITY'S BARGAINING PRIORITIES

63. In March 2020, as negotiations were beginning to get underway, OCAD University identified its two key themes in bargaining as prioritization and clarification.

64. Prioritization reflects the reality that the University's resources are scarce. It cannot meet all of the competing requests for monetary improvements that OCADFA has made in respect of its various constituencies, even if the limiting provisions of the *Protecting a Sustainable Public Sector for Future Generations Act, 2019* were not in force. As it stands though, any monetary enhancements awarded as part of this proceeding must remain within the limits of this legislation.

65. OCAD University must also ensure that changes to the Memorandum of Agreement are in line with its academic and strategic priorities, including decolonization, equity, diversity and inclusion, including the need to reduce the extent to which certain equity seeking groups remain under-represented within OCAD University's workforce as the result of systemic barriers to recruitment, hiring and retention.

66. There is also a need to provide added clarity to various provisions of the Memorandum of Agreement that remain rooted in the time before OCAD University had transitioned from the Ontario College of Art to a recognized university. The theme of clarity also points toward the present and future, in which the principles of decolonization, equity, diversity and inclusion have shaped and animated the work of both OCAD University and OCADFA. The overall content of the Memorandum of Agreement and the specific terms, processes and procedures embedded therein must, in OCAD University's view, reflect these fundamental principles.

PRINCIPLES APPLICABLE TO INTEREST ARBITRATION

INTERPRETING THE TRADITIONAL PRINCIPLES OF INTEREST ARBITRATION THROUGH AN EQUITABLE LENS

67. In the same way that both OCAD University and OCADFA have emphasized the principles of decolonization, equity, diversity and inclusion, OCAD University submits that the traditional principles of interest arbitration should also be applied in a manner that is imbued with this broader set of principles.

68. The principles of decolonization, equity, diversity and inclusion are not stand-alone principles of interest arbitration that exist alongside the principles of replication, demonstrated need, total compensation and gradualism. Rather, these broader principles together provide an important current interpretive lens through which these traditional principles should now be viewed and applied.

69. This proposed interpretive approach can help ensure that the application of traditional interest arbitration principles to a specific set of facts does not inadvertently erect or crystallize barriers that obstruct members of equity seeking groups from gaining fair access to the opportunities and benefits that have been more readily accessible to members of the majority.

70. Great care should be taken when working with principles that are based on majoritarian ideals, so that their application does not further marginalize those in under-represented equity seeking groups.

THE TRADITIONAL APPLICATION OF THE REPLICATION PRINCIPLE

71. The interest arbitration process is designed to replicate the outcome that the parties would have reached through free collective bargaining, including the imposition of economic sanctions by way of a legal strike or legal lockout.

72. The principle of replication is the cornerstone of all interest arbitration analysis. In *University of Toronto*, Justice Winkler, as he then was, observed that:

There is a single coherent approach suggested by these authorities which may be stated as follows. The replication principle requires the panel to fashion an adjudicative replication of the bargain that the parties would have struck had free collective bargaining continued. The positions of the parties are relevant to frame the issues and to provide the bargaining matrix. However, it must be remembered that it is the parties' refusal to yield from their respective positions that

necessitates third party intervention. Accordingly, the panel must resort to objective criteria, in preference to the subjective self-imposed limitations of the parties in formulating an award.

[emphasis added]

*University of Toronto v. University of Toronto Faculty Assn. (Salary and Benefits Grievance) (2006), 148 L.A.C. (4th) 193 at paragraph 17. University Book of Authorities, **Tab 1.***

73. In *Mount Allison University*, Arbitrator Burkett described this principle as follows:

The parties have made extensive submissions with respect to the interest arbitration decision-making process. In the normal course where the parties are not permitted to strike or lockout, an interest arbitrator must take into account the prevailing economic context, comparability and demonstrated need in applying the replication principle; that is, these factors must be considered and weighed in shaping an award that fairly reflects what the parties would have negotiated had they the right to strike or lockout.

...

The decision-making considerations that apply in this context, where the parties not only have the right to strike or lockout but have exercised it, are the same as those that apply where there is no right to strike or lockout. The economic issues must be decided on an application of the replication principle. The arbitrator must look to the economic and fiscal landscape and, in particular, to the relevant comparators in determining what the parties would most likely have agreed to had the strike continued to the point of mutual agreement on all outstanding issues. The requirement for demonstrated need, as applied generally in interest arbitration, continues to govern in adjudicating non-monetary issues.

[emphasis added]

*Mount Allison University (2014) 121 C.L.A.S. 41 at paras. 6-7 (Burkett). University Book of Authorities, **Tab 2.***

LIMITATIONS ON THE USE OF COMPARATORS IN THE REPLICATION PRINCIPLE

74. At times, interest arbitrators review the collective agreement language of the University's comparators in an attempt to replicate the agreement that the parties would have reached through a free and unrestrained collective bargaining process.

75. OCAD University's historical comparators have been other universities in Canada that focus exclusively on art & design and small universities located in Ontario, including, for example, Nipissing University, Lakehead University, Algoma University and the University of Ontario Institute of Technology, which has been rebranded as Ontario Tech University. However, as all universities are subject to Bill 124, regard should be had to the fact that the monetary restrictions imposed by this legislation take precedence over any monetary arrangements that may have been agreed upon or awarded in other circumstances.

76. In terms of assessing non-monetary proposals that remain in dispute, looking to comparator agreements is sometimes used as part of the replication process. In the present case, however, OCAD University submits that there are discernable limits on the application of this principle.

77. Amongst its comparators, OCAD University occupies a unique space in Ontario's post-secondary education sector. This is both as a result of the unique nature of the programming it offers as well as the location of OCAD University within Downtown Toronto. This combination has led to the enrolment of a very diverse student body and the creation of a multicultural student community.

78. However, as expanded upon in detail above, the diversity that exists in OCAD University's student community is not reflected in its faculty and staff complement. To remedy this lack of parity, OCAD University has adopted and implemented unique and specific initiatives to enhance its commitment to decolonization, diversity, equity and inclusion, often with the knowledge and agreement of OCADFA.

79. Within this context, it is the University's position that the principle of replication should not include the blind copying of language found in comparator agreements which may create and crystallize system barriers within the Memorandum of Agreement and adversely impact the broader goals of both OCAD University and OCADFA. Indeed, the fact that certain language may be found in a comparator agreement ought not to be the sole basis for awarding such language in the instant case, particularly in the absence of any demonstrated need and in circumstances which there are compelling reasons not to do so.

80. The University's position in this respect is supported by the decision of the Divisional Court in *Scarborough Health Network v. CUPE, Local 5852*. In that case, two separate hospitals were being amalgamated. This amalgamation required a new and broader collective agreement that would apply to all of the employees in a newly-amalgamated bargaining unit. Difficulties in bargaining arose because employees at one of the entities received different wage rates than similarly situated employees at the other entity. The parties disagreed on how the wage rates included in the new collective agreement should be set. The employer emphasized that its own unique circumstances did not support a uniform awarding of the highest possible wage rate for each job classification. An interest arbitrator used the replication principle, specifically, the results of earlier interest arbitration awards involving other purported comparators, to justify his decision to award the highest wage rate for each classification amongst the entities that were being amalgamated. The employer disagreed with this application of the replication principle. It successfully sought judicial review of the interest arbitrator's award.

81. The Divisional Court was very critical of the arbitrator's application of the replication principle. It commented on the breadth of the principle of replication, noting:

There is a certain amount of artifice involved in attempting to 'replicate' the agreement the parties' 'would have reached'. The very fact that third party intervention has been engaged means that the parties, based on their current positions, are at an impasse for which they see no resolution absent the intervention of a third party. But this does not mean that the Board of Arbitration can rely on past awards without considering the specific circumstance of the parties before them, nor can it fail to account for the market and other conditions confronting the parties. [...]

The Board of Arbitration seems to have conceived of "replication" as a matter of repeating past practice. That is not what "replication" means in this context. As stated above, "replication" is a case-specific exercise, with its goal to achieve a collective agreement that these parties would have agreed between themselves. Precedent may play a role in assessing what the parties would have agreed: surely, it is reasonable to consider what past parties have agreed in similar situations, But where, as here, one of the parties argues against the application of precedent, the Board must assess this argument. Equating precedent with the principle of replication, where one

side seeks to distinguish precedent, is tautological reasoning, and fails the standard of justification in Dunsmuir and Vavilov.

Scarborough Health Network v. CUPE, Local 5852, 2020 ONSC 4577. University Book of Authorities, Tab 3.

82. OCADFA cannot rely solely on the presence of desired language in a comparator collective agreement in support of its proposals. Rather, consideration of OCADFA's proposals by this Board of Arbitration must be undertaken in the context of all relevant principles, including the unique position of OCAD University within Ontario's post-secondary sector, including the institutional constraints that it faces with regard to its delivery of studio-based programming and the way in which it has required the infusion of decolonization, equity, diversity, inclusion and redressing of the under-representation of equity seeking groups in its workforce.

83. The replication principle also cannot be used to overlook the relevant principles of total compensation and demonstrated need, which are addressed in more detail below.

THE REPLICATION PRINCIPLE IS SUBORDINATE TO THE LIMITS OF BILL 124

84. On November 7, 2020 the government passed Bill 124: *Protecting a Sustainable Public Sector for Future Generations Act* ("Bill 124"). The stated purpose of Bill 124 is "to ensure that increases in public sector compensation reflect the fiscal situation of the Province, are consistent with the principles of responsible fiscal management and protect the sustainability of public services".

85. There should be no dispute that OCAD University is subject to Bill 124 pursuant to Section 5, which states that Bill 124 applies to the following employers, *inter alia*, unless a Minister's regulation specifies otherwise:

3. Every university in Ontario and every college of applied arts and technology and post-secondary institution in Ontario, whether or not affiliated with a university, the enrolments of which are counted for purposes of calculating annual operating grants and entitlements.

86. As the result of several recent decisions which have applied Bill 124, most commonly in the context of interest arbitrations pursuant to the *Hospital Labour Disputes Arbitration Act*, OCAD University expects that there is also no dispute that Boards of Arbitration are governed by Bill 124. This is plainly supported by *Residence Saint-Louis v ONA* ("*Residence Saint-Louis*") and *Hospital for Sick Children v CUPE, Local 2816.01* ("*Hospital for Sick Children*"), in which the Boards of Arbitration stated that:

We are bound by Bill 124, and while we have reached this conclusion following careful consideration of the submissions of the parties, it is worth noting that, to our knowledge, not a single Board of Interest Arbitration that has convened since Bill 124 came into force has accepted any union's request – and there have been many – and determined that the legislation did not apply or should be ignored as an exercise of arbitral independence, or for other reasons. The courts will, one day, decide whether Bill 124 is constitutional, but in the meantime, we are bound to apply its terms.

Residence Saint-Louis v ONA, 2020 CanLII 79382 (ON LA). University Book of Authorities, **Tab 4**.

Hospital for Sick Children v CUPE, Local 2816.01, 2020 CanLII 77150 (ON LA). University Book of Authorities, **Tab 5**.

87. Bill 124 provides for a 3 year salary moderation period, whereby salary rates and compensation increases for employees covered by Bill 124 are limited to a maximum of 1% per year over the moderation period. The effective date of the moderation period depends on the bargaining status of employees and whether, in the case of unionized employees, a collective agreement was in force as of June 5, 2019, the date the legislation was introduced. If a collective agreement was in force as of June 5, 2019, the moderation period must commence on the day following the expiry of that collective agreement. Applying Section 9(1)1 of Bill 124 to the present case, the moderation period for this bargaining unit started on July 1, 2020 and will continue until June 30, 2023.

88. Once it is established that Bill 124 applies, the next question becomes the appropriate approach to costing the monetary proposals put forward by the parties.

89. The University submits that the appropriate approach to costing the monetary proposals is that set out by Hospital Nominee, Brian O'Byrne, in his dissent in *Groves Memorial Community Hospital v. OPSEU*. OCAD University's position is supported by the decisions issued in *Residence Saint-Louis* and *Hospital for Sick Children*, as well as Order #02 dated February 11, 2021 from the Treasury Board Secretariat ("Order #02"), which clarifies that the arbitration award of John McNamee in *Groves Memorial Community Hospital v OPSEU* is inconsistent with the Act.

Groves Memorial Community Hospital v. OPSEU (unreported, dated July 20, 2020). University Book of Authorities, **Tab 6**.

Order #02, Treasury Board Secretariat, dated February 11, 2021. University Book of Authorities, **Tab 7**.

90. OCAD University's position is also consistent with the legislation itself. Section 10(1) of Bill 124 provides that a Board of Arbitration may award an increase in a salary rate applicable to a position or class of positions during the applicable moderation period that is not greater than 1% for each 12 month period of the moderation period. The term "salary rate" is defined in Section 2 of Bill 124 and means a base rate of pay, whether expressed as a single rate of pay, including a rate of pay expressed on an hourly, weekly, bi-weekly, monthly, annual or some other periodic basis, or any fixed or ascertainable amount of base pay.

91. Section 11(1) of Bill 124 deals with total compensation limits. It provides that an arbitration award cannot provide for an incremental increase to existing compensation entitlements that will equal, in total, more than 1% for all employees covered by the collective agreement for each 12 month period of the moderation period. In other words, Section 11(1) mandates that employees cannot get more than a 1% increase to existing compensation entitlements for each year of the moderation period.

92. The term "compensation" is defined very broadly under Section 2 of Bill 124 to include "anything paid or provided, directly or indirectly, to or for the benefit of an employee and includes salary, benefits, perquisites and all forms of non-discretionary and discretionary payments". Section 11(2) also provides that an increase in the salary rate pursuant to Section 10(1) will constitute an increase in compensation for the purposes of Section 11(1).

93. Applying the above language to the bargaining process between parties, the determination of permissible increases under Bill 124 is a three step process as follows:

- (a) First, the Board of Arbitration must determine the increase in rate of pay applicable to the employees in the bargaining unit. In the context of Bill 124, the only viable increase to the rate of pay is 1% across the board per year.
- (b) Second, the Board of Arbitration must determine the cost of the 1% increase to the rate of pay from a total compensation perspective. In other words, the Board of Arbitration must determine how much of the 1% total compensation "pie" is used by the 1% increase in rate of pay.
- (c) Third, once that actual cost is established, the Board of Arbitration can consider what outstanding monetary proposals will fit in the remaining 1% total compensation limit.

94. The cost of a 1% rate of pay increase results in no meaningful remainder being available when compared to the total compensation. No other increases can be awarded.

Item (Base Year: July 1, 2019 – June 30, 2020)	
Base Salaries & Wages	TOTAL : \$27,958,438
	Non-Sessional Faculty \$16,863,148
	Sessional Faculty \$5,918,468
	Teaching Assistants/Markers \$709,473
	Technicians \$1,489,267
	Research Assistants \$870,236
	Graduate Supervisory Payments \$219,355
	Chairs \$1,140,153
	Sabbatical Funding \$571,684
	Course Releases \$74,268
Employer Paid Benefits and Statutory Contributions	TOTAL : \$3,560,685
<ul style="list-style-type: none"> • Pension Contributions • Long Term Disability • Health & Dental Plan • Life and AD&D • Canada Pension Plan • Employment Insurance • Employer Health Tax 	
Professional Development Funding	\$102,386
TOTAL COMPENSATION	\$31,519,123
1% OF TOTAL COMPENSATION	\$315,191

95. The costing of OCADFA's proposals is outlined below:

	<i>Academic Year</i>			
ATB	2020-21	2021-22	2022-23	Total
Non-Sessional	\$423,964	\$857,551	\$1,300,982	\$2,582,497
Sessional	\$116,829	\$236,311	\$358,504	\$711,644
Technician and Academic Counsellor	\$35,124	\$71,046	\$107,783	\$213,953
Teaching Assistant	\$15,513	\$31,379	\$47,604	\$94,497
Total ATB	\$591,431	\$1,196,287	\$1,814,873	\$3,602,591
Other	2020-21	2021-22	2022-23	Total
Benefits - Contract Appointments (F16A)	\$347,190	\$354,134	\$361,217	\$1,062,541
Sessional Service Payments (F17)	\$252,500	\$252,500	\$252,500	\$757,500
Studio Teaching Load Reduction-TIS (F18)	\$203,686	\$208,310	\$213,038	\$625,034
Teaching Assistant Formula (F19)	\$394,767	\$403,728	\$412,892	\$1,211,387
Changes to Scales (F20)	\$101,808	\$104,119	\$106,482	\$312,409
Total Other	\$1,299,951	\$1,322,790	\$1,346,130	\$3,968,871
Total ATB and Other	\$1,891,381	\$2,519,077	\$3,161,003	\$7,571,462

96. OCAD University submits that in performing the second step (i.e. in determining the cost of the 1% wage rate increase), the Board of Arbitration must take into account not only the 1% increase to straight rates of pay but also the downstream impact of that 1% increase to the rates on various pay related items (e.g. the amounts included in rates of pay and non-rates of pay compensation), inclusive of statutory payroll costs. OCAD University submits that the costs associated with these items are related to the rates of pay provided to employees and directly impact the amounts paid by OCAD University to its employees.

97. OCAD University has set out the rationale for the inclusion of each of these items

Pension Contributions

98. OCAD University's payment of pension contributions is tied to gross salaries. As such, when the salary rates are increased by 1% the amount of pension contributions correspondingly increase, which results in an increase to compensation that must be accounted for in determining the impact of the 1% rate of pay increase.

Benefit Premiums

99. OCAD University is not seeking to include in the determination of the cost of the 1% increase any increases to benefit premiums that are unrelated to an increase in bargaining unit members' rates of pay. However, as benefit premiums are a pay driven benefit, when the rates of pay are increased by 1% the amount of benefit premiums will correspondingly increase.

Statutory Payroll Costs

100. OCAD University has included the downstream impact to statutory payroll costs such as CPP, EI and EHT. This is based on the direction provided in Arbitrator Stout's award in *Participating Hospitals v. ONA* and Order #02. Statutory payroll costs continue to increase independent of any changes to monetary entitlements. They are also impacted by the 1% increase to the regular rate of pay.

Participating Hospitals v. ONA, 2020 CanLII 38651 (ON LA).
University Book of Authorities, **Tab 8**.

101. All of these amounts result in increased costs to OCAD University that it submits constitute an incremental increase to compensation. In light of this fact, OCAD University submits that a consideration of these amounts is the proper approach to costing in light of the limits outlined in Bill 124. Any approach that excludes these amounts as part of the costing of the 1% increase is unreasonable and offside the legislation.

Professional Development Funding

102. Professional Development funding is funding which is paid to:

- (a) Probationary and Permanent academic staff as a reimbursement of up to \$500.00 of receipted professional development expenditures for the year and may be pro-rated; or

- (b) Continuing, Probationary and Tenured faculty as a reimbursement of up to \$1000.00 of receipted professional development expenditures for the year and may be pro-rated.

103. As part of its proposals, OCADFA is seeking in F21:

ATB applied to all scales & rates, including professional development funds of 2.27% per year for three (3) years.

104. As such, on a plain reading of its proposal, OCADFA is seeking not only a rate of pay increase that is contrary to Bill 124, but an additional pay increase of 2.27% in respect of all Professional Development funding. OCAD University has not agreed to this proposal nor is there any reasonable basis for such an increase to be awarded in circumstances which the parties themselves would not have freely bargained the increase nor is there any demonstrated need for it.

Late Table Reopener Position

105. As set out above, in the course of collective bargaining OCADFA proposed in F21 an across the board increase to all scales and rates, including professional development funds, of 2.27% per year for 3 years. OCADFA did not has not to date proposed “reopener” language which would enable the parties to reopen the issue of compensation should the courts declare Bill 124 unconstitutional or otherwise unlawful, or should Bill 124 be otherwise repealed.

106. However, for clarity and given that OCAD University anticipates that such a late table position may be taken by OCADFA, the University objects to the inclusion of reopener language which constitutes an amendment to the Memorandum of Agreement in circumstances which no such proposal was made during collective bargaining nor in which there is any reasonable basis to conclude that the parties would have freely bargained such a provision. OCAD University reserves its full right of reply to any such late table position,

THE TOTAL COMPENSATION PRINCIPLE

107. The University relies on its above submissions in respect of Bill 124 with respect to the application of this specific interest arbitration principle.

THE GRADUALISM PRINCIPLE

108. Interest arbitrators are loath to award any breakthrough items to a party that it could not likely obtain through their agreed-upon negotiating process. In mature negotiating relationships such as the negotiating relationship between OCAD University and OCADFA, the interest arbitration process should be relied upon to provide only gradual change, if any.

109. As noted by Arbitrator Picher in *Via Rail*, interest arbitration is not a process that can be used to support the awarding of changes that are aspirational, drastic and/or unprecedented, where both parties did not agree to such changes in their agreed-upon negotiating process.

Via Rail (2009), 101 C.L.A.S. 146 at para. 28 (M. Picher).
University Book of Authorities, **Tab 9**.

110. When interest arbitrators are confronted with proposals that, if awarded, would constitute a marked departure from the status quo, they have relied on the principle of gradualism to reject such proposals. For example, in *New Horizons System Solutions*, Arbitrator Michel Picher was asked by a union to impose new collective agreement language that would effectively prohibit the employer from imposing any layoffs or workforce reductions in the event of a redundancy. He rejected this proposal and noted that:

Such an extraordinary improvement in the collective agreement can only be qualified as a breakthrough provision, the kind of provision which is generally not seen as appropriate to be inserted by an interest arbitrator. Such provisions are generally best fashioned by the parties themselves, on a voluntary basis.

New Horizons System Solutions (2005), 81 C.L.A.S. 68 at para. 18 (M. Picher). University Book of Authorities, **Tab 10**.

THE DEMONSTRATED NEED PRINCIPLE

111. Interest arbitrators have consistently held that a party seeking a material change to the provisions of a negotiated agreement through interest arbitration rather than mutual agreement in collective bargaining negotiations must present compelling evidence that such a change is necessary and warranted in order to depart from the status quo – what interest arbitrators refer to as the fundamental principle of “demonstrated need”.

112. In the 1979 Final Offer Selection involving the Dufferin County Board of Education, Arbitrator Kennedy, held that:

I feel it is incumbent upon an arbitrator or a selector to require that the party proposing the clause establish firstly that there is a demonstrated need for the provision desired and secondly that the proposed solution will in fact, deal with the need which is stated.

Dufferin County Board of Education (unreported, March 19, 1979) at p. 10. University Book of Authorities, **Tab 11**.

113. Accordingly, before amending a negotiated agreement through interest arbitration, the interest arbitrator must be persuaded by means of compelling evidence that there is a demonstrated need for the proposed amendment and that the proposed language will meet that demonstrated need. OCAD University submits that this principle will be important to consider in the context of the non-monetary proposals that remain in dispute.

THE UNIVERSITY'S PROPOSALS REGARDING EQUITY, DIVERSITY AND INCLUSION

ARTICLE 9 – EMPLOYMENT AND EDUCATIONAL EQUITY

CURRENT PROVISIONS

9.1.1 The Parties are committed to addressing issues of Employment and Educational Equity, in order to eradicate barriers that prevent women, visible minorities, aboriginal peoples, and people with disabilities from participating fully as students or employees.

9.1.2 The Parties agree that the Employment and Educational Equity Task Force shall be established within the term of the Memorandum of Agreement to review the progress made to date with Equity 2000 Phases I and II, and to develop recommendations to further advance issues of equity. In fulfilling its mandate, the Task Force shall consult widely with the University community.

9.1.3 The Task Force shall consist of:

9.1.3.1 Members of the under-represented groups as outlined in Article 9.1.1;

9.1.3.2 *Representatives of OCADFA, OPSEU, and the OCAD U Student Union; and*

9.1.3.3 *Individual students, faculty, academic staff, and other OCAD U staff and managers.*

OCAD UNIVERSITY PROPOSAL

9.1.1 *The Parties are committed to addressing issues of Employment and Educational Equity, in order to eradicate barriers that prevent ~~women, visible minorities, aboriginal peoples, and~~ racialized and Indigenous peoples, people with disabilities, women, and other equity seeking and under-represented groups including LGBTTTQQI2SA, from participating fully as students or employees.*

9.1.2 *The Parties agree that ~~an~~ the Employment and Educational Equity Committee (EEEC) Task Force shall be maintained ~~established within for the term duration~~ of the Memorandum of Agreement to review the progress made to date with employment and educational equity ~~Equity 2000 Phases I and II~~, and to develop recommendations to further advance issues of equity. In fulfilling its mandate, the EEEC Task Force shall consult widely with the University community.*

9.1.3 *The EEEC Task Force shall consist of:*

9.1.3.1 *Members of the under-represented groups as outlined in Article 9.1.1;*

9.1.3.2 *Representatives of OCADFA, OPSEU, and the OCAD U Student Union; and*

9.1.3.3 *Individual students, faculty, academic staff, and other OCAD U staff and managers.*

OCAD UNIVERSITY SUBMISSIONS

114. There is a demonstrated need to update and upgrade the language in Article 9 as proposed by OCAD University. First and foremost, the initial statement on the parties' commitment to equity is underinclusive and needs to be updated on this basis alone. Second, updated language is required because several of the terms in Article 9 have been supplanted by more acceptable terminology, or are entirely obsolete in terms of OCAD University's operations.

115. Dealing first with the underinclusive nature of Article 9.1.1, the parties' commitment to addressing issues of employment and educational equity is confined to a closed list of 4 equity seeking groups: women, "visible minorities", "aboriginal peoples", and people with disabilities. This language has two significant flaws. First, the list of equity seeking groups should not be closed and should expressly include those who have membership in the LGBTTQQI2SA community. Second, its terms are outdated. "Racialized and Indigenous peoples" is the widely accepted nomenclature and should be included in this part of the Memorandum of Agreement. There should also be a re-ordering of the equity seeking groups that are expressly named in this provision.

116. Other parts of the current language in Article 9 are outdated. "Equity 2000" is a reference to a past initiative at OCAD University which began approximately 32 years ago and which was aimed at addressing the under-representation of women in faculty and administrative positions. Phase I and II of this initiative have long since been completed and need not be referenced in the Memorandum of Agreement any longer.

117. OCAD University's proposed language confirms that the Employment and Educational Equity Committee (the "EEEC") will and should continue to be comprised of representatives from various groups within the OCAD University community. The proposed changes to these provisions should be read alongside the Letter of Understanding re: Equity that was discussed and agreed to by these parties in their most recent round of negotiations. The full text of this Letter of Understanding re: Equity is reproduced at paragraph 10 of Appendix "A".

118. In summary, the Letter of Understanding re: Equity commits OCAD University and OCADFA to a number of equity-based objectives, including a commitment by the University to base its equity initiatives on an evidence-based, data-driven approach. The University also committed to providing the Joint Committee⁵ with an annual report on equity data such as rates of application, hiring and attrition for members of equity seeking groups. The

⁵ Pursuant to Article 10, the Joint Committee is the forum that OCAD University and OCADFA use to communicate about the Memorandum of Agreement's administration, the delivery of curriculum and other matters of interest to either party. It normally meets on a monthly basis.

intersection between the EEEEC described in Article 9 and the terms of the Letter of Understanding re: Equity occurs in paragraph 3 thereof, which states that:

Within two (2) meetings of the EEEEC following ratification, that the EEEEC strike a subcommittee to conduct a review of hiring and retention issues pertaining to all categories of faculty and academic staff and to make recommendations to the Joint Committee and the EEEEC. This subcommittee shall include at least two faculty members who are currently members of the EEEEC, one of whom shall be OCADFA's EEEEC representative.

119. Read together, OCAD University's proposed changes to Article 9 and its agreement to the Letter of Understanding re: Equity confirm that there will be an ongoing equity-focused assessment of hiring and retention issues at OCAD University. Questions about what that this assessment may include, the work that may be involved, the conclusions it might reach, and how and when those conclusions may be communicated and implemented are questions that are appropriately left to those who will staff the EEEEC subcommittee. There is no demonstrated need to embed language in the Memorandum of Agreement that attempts to address these or other similar issues.

ARTICLE 17 – DEFINITION OF FACULTY RANKS

CURRENT PROVISIONS

17.1 Sessional Instructor

17.1.1 Sessional "Instructors" have the following qualifications:

*17.1.1.1 Advanced degree in the relevant discipline.
Exceptions may be considered on the basis of
outstanding career achievement on the recommendation
of the hiring committee; and*

17.1.1.2 Relevant professional practice/experience.

OCAD UNIVERSITY PROPOSAL – TO BE IMPLEMENTED IN THE 2022-2023 ACADEMIC EMPLOYMENT YEAR

17.1 – Sessional Instructors

*17.1.1 "Sessional "Instructors" have the following
qualifications:*

*17.1.1.1 Advanced degree in the relevant discipline.
Exceptions may be considered on the basis of
outstanding career achievement on the recommendation
of the hiring committee; and*

*17.1.1.2 Relevant professional practice/experience,
including:*

17.1.1.2.1 academic teaching experience;

17.1.1.2.2 community practice and engagement;

17.1.1.2.3 lived experience; and

*17.1.1.2.4 teaching practice and experience outside of
academic institutions.*

OCAD UNIVERSITY SUBMISSIONS

120. OCAD University recognizes that the definition of “Sessional Instructor” in Article 17.1 needs to be updated in a way that expressly recognizes that successful candidates who secure sessional instructor positions may have developed a professional practice and/or experience by means of non-traditional pathways. In order to ensure that this definition is applied properly to prospective Sessional Instructors it requests that this language take effect at the start of the 2022-2023 Academic Year.

121. OCAD University proposes that the qualifications for the academic rank of Sessional Instructor be updated to confirm that an applicant’s lived experience and community practice and engagement can and should be assessed alongside their academic and non-academic teaching experience when determining an individual’s “relevant professional practice/experience.” While the current language in the Memorandum of Agreement does not prohibit such an assessment, there is an obvious benefit in directing members of the OCAD University Community to specifically consider and have regard to these important aspects of relevant professional practice and experience.

122. OCAD University’s proposal deliberately avoids specific terminology such as “traditional knowledges” which, if included in the Memorandum of Agreement as a criterion that must be considered, could cause significant procedural and substantive issues if the specific traditional knowledges of one or more applicants cannot be adequately assessed by the individuals tasked with doing so.

123. The term “traditional knowledges” is also accompanied by a great deal of nuance and local meaning and it cannot be presumed that because one or more assessors of an applicant’s professional practices and experience happens to be Indigenous, that those assessors have a comprehensive knowledge of any and all “traditional knowledges” of Indigenous applicants. They do not. As a result, this term should not be embedded within the Memorandum of Agreement.

ARTICLE 23 – FACULTY APPOINTMENT AND ASSIGNMENT PROCESS

124. OCAD University has made several proposals regarding the appointment processes set out in Article 23. Having regard to the timing of this arbitration relative to the commencement of the 2021-2022 Academic Year, OCAD University requests that if any or all of these proposals are awarded, that they take effect only at the commencement of the 2022-2023 Academic Year. This implementation timeline will better equip the parties to ensure that all relevant stakeholders in these processes are informed of these changes and are equipped to properly consider and implement them.

CURRENT PROVISIONS

23.1 Approval of Faculty Complement, Including Existing and New Faculty Positions

23.1.1 Each Dean of Faculty recommends to the Vice-President, Academic the “Faculty Complement” for the following Academic Year, including new faculty positions required within her/his Faculty (Sessional, Teaching-Intensive Stream, CLTA, Continuing and Tenured) as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load. This normally takes place before November 1 of each year.

23.1.2 In developing these recommendations, the Dean of Faculty shall consult with other Deans of Faculty and with her/his Faculty’s Associate Dean(s) and faculty, and forward recommendations to the Senate, taking into account the following factors:

23.1.2.1 Current and desired balances with respect to Tenured and Continuing vs. Sessional, and Maximum-Load vs. Partial-Load faculty;

23.1.2.2 Expertise required;

23.1.2.3 Short-term and long-term curricular objectives;

23.1.2.4 Amount of new curriculum development required;

23.1.2.5 Anticipated changes to the current Faculty Complement, including Leaves of Absence, Sabbaticals and retirements; and

23.1.2.6 Anticipated availability of financial resources.

OCAD UNIVERSITY PROPOSAL

23.1 Approval of Faculty Complement, Including Existing and New Faculty Positions

23.1.1 Each Dean of Faculty recommends to the Vice-President, Academic the "Faculty Complement" for the following Academic Year, including new faculty positions required within her/his Faculty (Sessional, Teaching-Intensive Stream, CLTA, Continuing and Tenured) as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load. This normally takes place before November 1 of each year.

23.1.2 In developing these recommendations, the Dean of Faculty shall consult with other Deans of Faculty and with her/his Faculty's Associate Dean(s) and faculty, and forward recommendations to the Senate, taking into account the following factors:

23.1.2.1 Current and desired balances with respect to Tenured and Continuing vs. Sessional, and Maximum-Load vs. Partial-Load faculty;

23.1.2.2 Expertise required;

23.1.2.3 Addressing underrepresentation of equity seeking groups

23.1.2.34 Short-term and long-term curricular objectives;

23.1.2.45 Amount of new curriculum development required;

23.1.2.56 Anticipated changes to the current Faculty Complement, including Leaves of Absence, Sabbaticals and retirements; and

23.1.2.67 Anticipated availability of financial resources.

OCAD UNIVERSITY SUBMISSIONS

125. The Memorandum of Agreement should require that the addressing of under-representation of equity seeking members be a specific factor that must be included throughout the process that occurs up to and including the finalization of a Dean's recommended faculty complement. Considering this factor amongst the other factors listed in Article 23.1.2 is not the sole province of the Dean. Instead, participants in this process, including faculty members and other faculty-level administrators, ought to be expressly reminded that addressing the under-representation of equity seeking groups is a necessary part of the annual assessment of each faculty's complement.

126. The list set out in Article 23.1.2 is a mandatory and exhaustive list, which further militates in favour of OCAD University's proposed inclusion. As with its proposal concerning changes to Article 17.1, OCAD University submits that in order for this change to be properly implemented at all phases of the discussion and recommendation process set out in Article 23.1.2, this change should be implemented for the 2022-2023 academic year.

ARTICLE 23 – FACULTY APPOINTMENT AND ASSIGNMENT PROCESS

CURRENT PROVISIONS

[Sessional Instructors Hiring Process]

23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

...

[Teaching Intensive Stream Hiring Process]

23.5.7 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.

...

[Contractually Limited Term Appointment Hiring Process]

23.7.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or the process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.

...

[Continuing Faculty Hiring Process]

23.9.4 All Continuing faculty positions must be posted internally, as well as advertised locally at a minimum. All applicants are considered under the same criteria and procedure.

...

[Hiring of New Tenured Faculty Process]

23.11.5 The Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

OCAD UNIVERSITY PROPOSAL

[Sessional Instructors Hiring Process]

23.3.6 *The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation. The Committee shall consider the applicants' relevant professional practice/experience, including:*

23.3.6.1 academic qualifications;

23.3.6.2 academic teaching experience;

23.3.6.3 community practice and engagement;

23.3.6.4 lived experience; and

23.3.6.5 teaching practice and experience outside of academic institutions.

...

[Teaching Intensive Stream Hiring Process]

23.5.7 *The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. The Committee shall consider the applicants' relevant professional practice/experience, including:*

23.5.7.1 academic qualifications;

23.5.7.2 academic teaching experience;

23.5.7.3 community practice and engagement;

23.5.7.4 lived experience; and

23.5.7.5 teaching practice and experience outside of academic institutions.

...

[Contractually Limited Term Appointment Hiring Process]

23.7.6 *The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or the process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. The Committee shall consider the applicants' relevant professional practice/experience, including:*

23.7.6.1 academic qualifications;

23.7.6.2 academic teaching experience;

23.7.6.3 community practice and engagement;

23.5.7.4 lived experience; and

23.5.7.5 teaching practice and experience outside of academic institutions.

...

[Continuing Faculty Hiring Process]

23.9.4 *All Continuing faculty positions must be posted internally, as well as advertised locally at a minimum. All applicants are considered under the same criteria and procedure. The Committee shall consider the applicants' relevant professional practice/experience, including:*

23.9.4.1 academic qualifications;

23.9.4.2 academic teaching experience;

23.9.4.3 community practice and engagement;

23.9.4.4 lived experience; and

23.9.4.5 teaching practice and experience outside of academic institutions.

...

[Hiring of New Tenured Faculty Process]

23.11.5 The Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description, as well as appropriate consideration of a candidate's community practice and engagement, lived experience and teaching practice and experience outside of academic institutions. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

OCAD UNIVERSITY SUBMISSIONS

127. Consistent with its proposed change to Article 17.1, OCAD University submits that there is a demonstrated need to include language in the Memorandum of Agreement that expressly connects an assessment of which candidate(s) are “the most qualified” with a requirement to consider certain non-traditional facets that may be included in one or more individuals’ relevant professional practice and experience.

128. As is set out in greater detail below, while there has been an increased emphasis on providing unconscious bias training to members of hiring committees and others involved in the assessment of candidates’ qualifications, this training should be accompanied by a specific reference to the fact that not all candidates will have the “academic qualifications” and “academic teaching experience” that are often viewed as synonymous with a finding of being “the most qualified.” OCAD University’s ongoing need to address and counteract unconscious bias in hiring decisions requires that this language be included in the Memorandum of Agreement.

ARTICLE 34 – ACADEMIC STAFF APPOINTMENT AND ASSIGNMENT PROCESS

129. OCAD University has made several proposals regarding the appointment processes set out in Article 34. Having regard to the timing of this arbitration relative to the commencement of the 2021-2022 Academic Year, OCAD University requests that if any or all of these proposals are awarded, that they take effect only at the commencement of the 2022-2023 Academic Year. This implementation timeline will better equip the parties to ensure that all relevant stakeholders in these processes are informed of these changes and are equipped to properly consider and implement them.

CURRENT PROVISIONS

[Contract Technicians and Contract Academic Counsellors Hiring Process]

34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or the process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

...

[Permanent Technicians and Academic Counsellors Hiring Process]

34.7.5 The Search Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s) in accordance with criteria contained in the position description.

OCAD UNIVERSITY PROPOSAL

[Contract Technicians and Contract Academic Counsellors Hiring Process]

34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or the process followed the Chair refers the matter back to the Committee for further discussion and deliberation. The Committee shall consider the applicants' relevant professional practice/experience, including:

34.3.6.1 academic qualifications;

34.3.6.2 relevant technical or counselling experience;

34.3.6.3 community practice and engagement;

34.3.6.4 lived experience; and

34.3.6.5 technical or counselling practice and experience outside of academic institutions.

...

[Permanent Technicians and Academic Counsellors Hiring Process]

34.7.5 The Search Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s) in accordance with criteria contained in the position description, as well as appropriate consideration of a candidate's community practice and engagement, lived experience and technical or counselling practice and experience outside of academic institutions.

OCAD UNIVERSITY SUBMISSIONS

130. The rationale for OCAD University's proposed updating of the hiring provisions that apply to each of the academic ranks referred to above applies to the similar changes that OCAD University has proposed regarding the hiring provisions that apply to its academic staff. Committees involved in the hiring processes of OCAD University's technicians and academic counsellors involve non-academic managers who would benefit from a reminder of the importance that candidates' non-traditional credentials and experience should play in determining "the most qualified candidate" for an academic staff position.

ADDRESSING THE RIGHT OF REAPPOINTMENT FOR SESSIONAL INSTRUCTORS USING AN EQUITY LENS

131. Article 16.1.6 of the current Memorandum of Agreement states that once a sessional instructor has taught 5 or more 0.5 courses on a sessional basis, they “shall automatically be shortlisted for consideration for any sessional course that the person taught when the course was last offered, or for any sessional course that is closely related to a course [they] taught previously, whether or not the person is a sessional faculty member.”

132. OCAD University recognizes that other universities, including smaller universities, have negotiated language with their respective academic staff unions which has given enhanced re-employment rights to experienced sessional instructors. Since the majority of OCADFA’s members are sessional instructors, it was unsurprising that OCADFA proposed the addition of such provisions to the Memorandum of Agreement.

133. OCAD University has maintained that any changes to the way in which experienced sessional instructors are prioritized for additional teaching assignments must be consistent with OCAD University’s commitments to decolonization, equity, diversity and inclusion, and to addressing the under-representation of equity seeking groups. Put a different way, from OCAD University’s perspective, the recognition of enhanced rights to OCAD University’s existing sessional instructors could not unduly crowd out prospective applicants for sessional instructor positions from under-represented equity seeking groups.

134. The assessment of collective agreement language that gives enhanced priority to experienced sessional instructors is, in essence, a seniority-based system in which a person’s ability to access specific workplace rights and privileges is connected to their contractually defined length of service in that workplace. It is beyond debate that seniority is a well-established principle within the labour movement. However, it is also important to recognize that the concerns about systemic discrimination that accompany a commitment to decolonization, equity, diversity and inclusion require that even established principles must be viewed anew, through a critical and inclusivity-focused lens.

ADDRESSING THE CONFLICT BETWEEN SENIORITY AND EQUITY

135. The potential adverse effects caused by seniority-based systems on members of under-represented equity seeking groups was identified by Professor Katherine Swinton (as she then was), as follows:

The problem with seniority systems is their potential conflict with the goals of affirmative action or, as it is better known in Canada, employment equity. Those programmes seek to diversify the workplace, providing greater job opportunities for

groups identified as disadvantaged in society – in Canada, generally, women, native people, the disabled, and visible minorities. The objective of such programmes is to increase not only the hiring of those groups into entry level jobs, but to ensure their presence throughout an organization, so as to reach an appropriate level of representation. In the view of some, that number would reflect their representation in the applicant pool; in the views of others, it would be equivalent to their representation in the general population.

Seniority systems in the workplace affected by employment equity programmes create several kinds of potential barriers. They are structured to give preference and protection to long service employees, and in many workplaces, those employees will be males and often from Caucasian backgrounds. To the extent that promotion is based on a collective agreement provision specifying the most senior qualified person gets the job, there is an obstacle to the promotion of the newer entrants to the workplace who are from the target groups, even if they are as well qualified or even better qualified than the long term employee.

Katherine Swinton, “The Duty of Reasonable Accommodation and Gender Equity”, (1991), at pp. 12-13. University Book of Authorities, **Tab 12**.

136. In a subsequent article on this same issue, Professor Swinton acknowledged the central role that seniority systems play in the unionized workplace. However, she also noted that there were good reasons to carefully consider their impact on disadvantaged groups and to consider whether certain adjustments, including the granting of increased rights for members of under-represented groups within a seniority system, should be utilized in furtherance of larger equity goals. Those who have focused on potential resolutions to the conflict between seniority systems and broader equity goals have pointed to programs that mandate the workforce inclusion of members from under-represented equity seeking groups as a just and viable solution.

Kathryn MacLeod, “The Seniority Principle: Is It Discriminatory?” Queen’s University Industrial Relations Centre (1987), 1-64 at pp. 40-47, *infra*. University Book of Authorities, **Tab 13** (“The Seniority Principle”).

137. In her work on this issue, Kathryn MacLeod determined that programs that require the inclusion of members of under-represented equity seeking groups are an effective way to combat the systemic discrimination that caused or at least contributed to the under-representation of these groups in the first place. Her observations on this issue are apposite and are reproduced below:

Systemic discrimination is not just “past wrongs” but current and ongoing discriminatory treatment. Present social attitudes are grounded in these “past wrongs” and as such perpetuate behaviour that is consistent with these attitudes. Once discrimination is systemic rather than intentional, and affecting groups rather than individual victims, actions to correct this discrimination must be remedial as well as preventative.

The effect may be to end the hegemony of one group over the economic spoils, but the end of exclusivity is not reverse discrimination, it is the beginning of equality. The economic advancement of women and minorities is not the granting of a privilege or advantage to them; it is the removal of bias in favour of white males that has operated at the expense of other groups.

In my view, the two necessary elements of an affirmative action program, prevention and remedy, are inseparable. An affirmative action program cannot prevent the recurrence of discriminatory behaviour unless it reaches to the roots of the attitudes that cause the behaviour and of institutions that reflect and reinforce the behaviour and forces them to change. When employers are unconscious of the ways in which their traditional recruiting, interviewing, evaluating, and scheduling decision-making processes systemically discriminate against women and minorities, cease and desist orders against “discriminatory” treatment are inadequate prevention or remedy. The most facilitative means of accomplishing this alteration is through remedial measures such as hiring quotas and timetables because employers are required actively to seek out previously ignored applicants and to revise traditional procedures that have unwittingly served as barriers to entry and promotional opportunities generally. Such measures, de facto, remedy past exclusion and prevent future exclusion simultaneously.

Kathryn MacLeod, “The Seniority Principle”, *supra* at p. 43.
University Book of Authorities, **Tab 13**

138. The University submits that the inherent conflict between seniority-based systems, including the right of reappointment for sessional instructors, and principles of decolonization, equity, diversity and inclusion cannot and should not be ignored or downplayed. Instead, the adoption of a seniority-based system must be informed by and work alongside accompanying systems that allow for the principles of decolonization, equity, diversity and inclusion to be meaningfully advanced. It would be inappropriate, and inconsistent with the shared objectives of OCAD University and OCADFA, to subordinate these principles and goals to the seniority principle.

139. The importance of allowing principles of decolonization, equity, diversity and inclusion to make and retain space for members of under-represented equity seeking groups has been increased because of the impact that the Flow Curricular Change Process is likely to have on the employment of sessional instructors across the University in the coming years. This issue is addressed in more detail below.

THE IMPACT OF FLOW AND FORECASTING CHANGES TO THE AVAILABILITY OF SESSIONAL INSTRUCTOR WORK

140. The curricular reorganization and enrolment changes that are a part of the Flow Curricular Change Process will have the effect of reducing the number of course sections delivered by OCAD University in the coming years. The extent of this change has been addressed in an earlier section of this brief and need not be repeated here. Instead, the impact of this reduction in the number of course sections offered by OCAD University combined with the introduction of a seniority-based system that gives more experienced sessional instructors greater access to select work opportunities merits closer examination.

141. As part of its analysis of this issue, OCAD University created a predictive model to better understand the potential impacts that a seniority-based right of reappointment structure would have on its goals of enhancing the extent to which under-represented equity seeking groups would have opportunities on a scale that would enable OCAD University to meet its equity goal of having a faculty complement that reflects the composition of its student body. The summary of OCAD University’s work has been provided in its native Excel format in a separate attachment entitled “Link 1 – OCAD University Right of Reappointment Data – March 4, 2021” that accompanies this brief.

142. Like all predictive models, OCAD University’s model was premised on certain assumptions. OCAD University acknowledged that its model did not track the number of new sessional instructors that might be hired annually. It did not include this variable in its calculations for several reasons. First, OCAD University does not track “turnover” amongst

its sessional complement. The Memorandum of Agreement makes clear that sessional instructors have no job security beyond their current contract and, consequently, the traditional concept of “turnover” is incongruent with this specific group of employees. More specifically, it does not track the reasons why any particular sessional instructor may have discontinued their work. A sessional instructor may decide to cease working for OCAD University either permanently or for a specific period of time for a multitude of reasons. They may have secured other employment, their courses in which they were interested may not have been available, or they may not have been selected to teach the courses for which they had bid.

143. In assessing the connection between annual turnover and a proposed right of reappointment for experienced sessional instructors, under most collective agreements that include this seniority-based concept, an individual’s right of reappointment does not automatically expire if a sessional faculty member does not continue their employment on an annual basis. Moreover, the addition of this seniority-based right is likely to provide an incentive to experienced sessional faculty to pursue this right and the job security it provides, rather than ending their working relationship altogether.

144. In OCAD University’s view, an experienced sessional faculty member who has achieved or is close to achieving the protections and privileges that accompany a right of reappointment who decided to leave for a period of time that caused that right to lapse would be left to apply afresh for any future sessional instructor appointments, in an environment where there are fewer sections on offer across the institution. It is reasonable to presume that a significant number of experienced sessional instructors would prefer to avoid those consequences and would instead pursue and maintain a right of reappointment. This is especially so when one considers that many sessional instructors within OCAD University’s current complement do have a significant degree of prior sessional instructor experience. This information is found in a separate excel spreadsheet entitled “Link 2 – OCAD University Sessional Instructor Experience Data”, which accompanies this brief.

145. OCAD University also did not factor in the redesign of existing courses or the creation of new courses when constructing its model. As part of the Flow Curricular Change Process, certain courses will be amalgamated and certain new courses may emerge. While these newly-amalgamated and newly-offered courses may not have the past history that allows them to be the subject of a right of reappointment claim, experienced sessional faculty who have already taught the predecessor courses that were amalgamated or courses in a subject area connected to a newly-created course will still have an OCAD-University specific advantage over new external applicants including those from under-represented equity seeking groups.

146. The incontrovertible fact that emerges from OCAD University's predictive model is that as the number of course sections available at OCAD University continue to decrease year over year, and since the workload for those holding other academic ranks is assigned at earlier points in the assignment process, there will be fewer and fewer sessional instructor opportunities available. In this context, and faced with a process that requires OCAD University's Sessional Faculty Appointments Committees to identify and recommend "the most qualified candidate(s)" for these positions, past experience at OCAD University, and the traditional academic and experiential qualifications that often underlie this past experience, will have greater and greater value. This likely outcome will make it increasingly difficult for outsiders, particularly those from under-represented equity seeking groups who might not have the same traditional credentials and experiences to get close to an experienced OCAD University sessional instructor in a contest that is won by "the most qualified" applicant.

SUBORDINATING THE HIRING OF INDIVIDUALS FROM UNDER-REPRESENTED GROUPS TO SENIORITY CONCERNS IS PROBLEMATIC

147. OCAD University submits that it is no solution to presume that the specific hiring of members of under-represented groups should be addressed only after sessional instructors with the right of reappointment have exercised their own rights to sessional instructor positions. Without defined and measurable spaces being made for members of under-represented groups, they will remain relegated to an uneven playing field where their credentials, experiences and social relationships to many of those responsible for hiring decisions create structural disadvantages for them which can be difficult to overcome.

148. Within the current Memorandum of Agreement, the hiring process for new sessional instructors (as opposed to those who have sessional instructor experience and are seeking reappointment) is found in Article 23.3.2 through 23.2.7, which are reproduced below.

23.3.2 The appointment process for new Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising conducted as appropriate.

23.3.3 Sessional appointments are determined by a "Sessional Faculty Appointments Committee", consisting of the following:

23.3.3.1 Associate Dean of Faculty, or designate (Chair, non-voting)

23.3.3.2 2 Tenured faculty selected in accordance with Article 22.1; and

23.3.3.3. 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.3.4 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews.

23.3.5 The Chair checks professional references for new Sessional faculty appointments prior to hiring, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.

23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

23.3.7 The Committee's recommendation is forwarded by the Chair to the Dean of Faculty for Approval.

149. If sufficient space is not made for members of under-represented groups in a way that is tangible and protected, applicants within these groups remain vulnerable to a process where their credentials, accomplishments and experiences are being assessed by those who may not have much if any familiarity with them. At the same time, others with a more traditional set of credentials, accomplishments and experiences, including a specific familiarity with OCAD University as an institution and/or a workplace, are being assessed. Unconscious bias in a variety of contexts, including within academic hiring processes, remains pervasive.⁶ In this regard, applicants who have not yet secured the right of reappointment, but who are still more of a known quantity than those who are applying for the first time, will have an inherent advantage in being found to be “the most qualified candidate(s).”

⁶ Brenda J. Allen and Kavita Garg, “Diversity Matters in Academic Radiology: Acknowledging and Addressing Unconscious Bias.” *Journal of the American College of Radiology* 13 (2016) 1426-1432 at p. 1429. University Book of Authorities, **Tab 14**.

150. The privilege that accompanies experience is enhanced when the holder of that privilege has the same or similar social location as those involved in making hiring decisions. This point was emphasized on a recent academic article authored by Zuhra Abawi and Ardavan Eizadirad on educational hiring practices in Ontario. In this article, the authors found that:

*While equity and inclusive education policies in Ontario have undergone what Segeren (2016) describes as a discursive shift, from multicultural and equality based educational discourse to more critical equity-based discourses surrounding race, power relations and access to opportunities, the effectiveness and validity of the policies in terms of their enactment and resulting outcome has remained redundant and predominantly similar. The shift is evident on the reinforcement of bias-free narratives, which adheres to the multiculturalist focus on equality or sameness without regard for one's social location. Thus, the **relationship between the social location of those responsible for the hiring (namely administrators) in relation to that of the applicant must be acknowledged, discussed and contested in order to effectively engage in a constructive dialogue to unpack the distinct barriers, including historical and ongoing biases an applicant may face during the recruitment, promotion, and retention process** (Abawi, 2018). So long as the hegemonic discourse of bias-free hiring as a strategy for closing the teacher diversity gap and promoting a diverse teacher workforce is intact without a candid dialogue on race, power relations, and ongoing legacies of Canada's settler-colonial past and present, the teacher diversity gap will persist through the guise of meritocracy and its neoliberal discourse with constant reference to saturated terminology such as accountability and choice (Eizadirad & Poterelli, 2018).*

[emphasis added]

Zuhra Abawi and Ardavan Eizadirad, "Bias-Free or Biased Hiring? Racialized Teachers' Perspectives on Educational Hiring Practices in Ontario", *Canadian Journal of Educational Administration and Policy* 193 (2020), 18-31 at p. 27. University Book of Authorities, **Tab 15**.

151. Consistent with the action plan in the report of the Presidential Task Force, efforts have been made to equip those on hiring committees, including the Sessional Faculty Appointments Committee, with training on important equity concepts, such as unconscious bias. Even with the rollout of such training, the attraction to hiring those with established connections to OCAD University, including those who have had prior experience as a sessional instructor is strong.

152. As shown in the demographic data of OCAD University's sessional instructors, and as verified in OCADFA's most recent Member Survey, this group includes a significant percentage of very experienced instructors. The suggestion that these experienced instructors might be displaced by new hires from under-represented equity seeking groups is one that must be scrutinized in light of the available literature and with regard to OCAD University's specific experience. There is, in OCAD University's submission, a demonstrated need for more.

153. It is against this backdrop that OCAD University is requesting that the following proposal regarding the right of reappointment to sessional faculty be awarded. Having regard to the current planning timelines, and consistent with its earlier submissions on the timing of proposals concerning changes to other appointment and assignment processes as set out above, the University requests that this proposal take effect for the 2022-2023 academic year.

OCAD UNIVERSITY'S PROPOSAL CONCERNING THE RIGHT OF REAPPOINTMENT

CURRENT PROVISIONS

16.1.2 Sessional faculty:

...

16.1.2.3 Have no job security beyond the current contract.

16.1.6 Subject to the foregoing, once a person has taught five or more 0.5 courses on a sessional basis, he or she shall automatically be shortlisted for consideration for any sessional course that the person has taught when the course was last offered or for any sessional course that is closely related to a course that he or she taught previously, whether or not the person is currently a sessional faculty member.

...

23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Associate Dean of Faculty no later than February 1. The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.

OCAD UNIVERSITY'S PROPOSAL

The University confirms that the counting of courses pursuant to Article 16.1.6.1 will include courses previously taught by Sessional Faculty.

16.1.2 Sessional faculty:

16.1.2.3 Have no job security beyond the current contract, except for Sessional faculty who have been awarded the Right of Reappointment to one or more courses in accordance with Article 16.1.6 and 23.3.

~~16.1.6 Subject to the foregoing, once a person has taught five or more 0.5 courses on a sessional basis, he or she shall automatically be shortlisted for consideration for any sessional course that the person taught when the course was last offered or for any sessional course that is closely related to a course he or she taught previously, whether or not the person is currently a sessional faculty member.~~

16.1.6 (new) Sessional faculty may be awarded the Right of Reappointment to one or more course(s) as set out in this Article and may exercise that right as part of the Sessional hiring process in Article 23.3.1. Such Right of Reappointment shall not limit the University's Management Rights as outlined in article 7.1.1.3, 7.1.1.4 and 7.1.1.5.

16.1.6.1 (new) Sessional faculty are eligible to apply for the Right of Reappointment for a course after having taught that course a minimum of five (5) times over a period of the past fifteen (15) terms, and after having taught that same course at

least twice in the past nine (9) terms. In Article 16.1.6.1, a “course” refers to a specific course delivered via a specified delivery mode (with the exception of courses delivered online during the 2020-2021 academic year) or a renamed, renumbered or revised version of what is essentially the same course. If a Sessional faculty member teaches more than one section of the same course in a term, only one section in each term shall be counted toward the satisfaction of each of these requirements.

16.1.6.1.1 Upon written request by a Sessional faculty, the Dean or their designate may extend the nine (9) term period or the fifteen (15) term period referred to in Article 16.1.6.1 by:

(a) the length of any leave set out in the Employment Standards Act, 2000;

(b) the length of any teaching development opportunity which does not exceed twelve (12) months; or

(c) the length of time during which serious personal circumstances beyond the Sessional faculty’s control, including illness, injury or care-giving responsibilities, preclude them from accepting a teaching assignment, which will not normally exceed twelve (12) months.

16.1.6.2 (new) Once a Sessional faculty member has taught a course four (4) times, the Sessional Faculty Appointments Committee shall subject the Sessional faculty member to a teaching review during their next appointment to that course (the “Fifth Course Appointment”) or as soon as is practicable thereafter. The teaching review shall include any and all of the Sessional faculty member’s prior performance evaluations.

If the Sessional Faculty Appointments Committee does not or cannot conduct this teaching review during the applicant’s Fifth Course Appointment, or if the review is not complete by the application deadline, the applicant will be granted a Right of Reappointment on a conditional basis until the Sessional Faculty Appointments Committee has completed its review.

16.1.6.3 (new) Applications for Right of Reappointment for the following Academic year are submitted by no later than October 1. The Dean of Faculty (or designate) will make every effort to notify candidates no later than March 31 of the results of their application for the Right of Reappointment. An application for the Right of Reappointment will identify the relevant course(s) for which the Right of Reappointment is being sought and will include course syllabi, an up-to-date curriculum vitae (CV), and the results of the teaching review, if completed, as conducted under 16.1.6.2. Applicants may include other material relevant to their Teaching & Teaching-Related Responsibilities and quality of teaching.

16.1.6.4 (new) Applications for the Right of Reappointment are submitted to the relevant Associate Dean of Faculty, for review by the Sessional Faculty Appointments Committee, as defined in Article 23.3.3.

The Right of Reappointment shall be awarded to an applicant that demonstrates to the Sessional Faculty Appointments Committee that they fully meet expectations for Teaching & Teaching-Related Responsibilities in Article 20.2.1. with regard to the course(s) for which the Right of Reappointment is sought. Otherwise, the application will be unsuccessful and any conditional Right of Reappointment granted pursuant to Article 16.1.6.2 shall cease.

16.1.6.5 (new) Sessional faculty who are unsuccessful in applying for the Right of Reappointment may re-apply after a minimum of two (2) consecutive Academic Employment Years since their last application.

[Article 23.3 – Hiring of Sessional Faculty: add right of Reappointment to process]

23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Associate Dean of Faculty no later than February 1. The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall

forward such recommendations to the Dean of Faculty for approval.

23.3.2 (new) After having indicated their interest in reappointment in accordance with Article 23.3.1, a Sessional faculty member with the Right of Reappointment shall have the right to accept reappointment to the course(s), for which they have the Right of Reappointment, and will have seven (7) calendar days from the date they receive their offer of a reappointment contract to exercise that right.

23.3.2.1 (new) Where there are multiple sections of a course in the same term, a Sessional faculty member with the Right of Reappointment may exercise this right for a maximum of one section of that course within the term.

A Sessional faculty member with the Right of Reappointment, may exercise that right for no more than two courses per Academic Employment Year.

23.3.2.2 (new) Where the number of Sessional faculty members with a Right of Reappointment for the same course exceeds the number of sections of that course in a term, the Sessional faculty member(s) with a Right of Reappointment shall be selected in the order in which they were awarded their Right of Reappointment for the course. Where at least two such Sessional faculty members were awarded their respective Rights of Reappointment in the same academic year, they shall be selected in the order in which they first commenced employment as a Sessional faculty member at the University.

23.3.2.3 (new) The University shall maintain a roster of Sessional faculty members, which shall include the following information:

23.3.2.3.1 a record of all courses taught by each Sessional faculty member; and

23.3.2.3.2 a record of the course(s) for which a Sessional faculty member has been awarded a Right of Reappointment, if any, and when each such Right of Reappointment was awarded and used.

23.3.2.3.3 a record of any performance evaluations.

23.3.2.4 (new) A Sessional faculty member's Right of Reappointment shall be terminated if:

23.3.2.4.1 the Sessional faculty member removes their name from the University's roster of sessional faculty;

23.3.2.4.2 the Sessional faculty member does not hold a Sessional faculty appointment for a period of twenty-four (24) consecutive months, excluding any time spent on an authorized leave;

23.3.2.4.3 the Sessional faculty member fails to exercise their Right of Reappointment for a period of twenty-four (24) consecutive months, excluding any time spent on an authorized leave; or

23.3.2.4.4 (new) The Sessional faculty member fails to participate in a teaching review;

23.3.2.4.5 The Sessional faculty member receives an evaluation where they fail to fully meet expectations for the course in question with regard to Teaching & Teaching-Related Responsibilities.

...

(new) Letter of Understanding regarding Equity Hiring in effect for as long as the terms and conditions of this agreement remain in force.

Commitment to Decolonization and Equity through Hiring Practices

1. To advance decolonization and to help reduce underrepresentation within its sessional instructor complement, and in accordance with the University's commitment to Employment and Educational Equity, and as a special program under section 14 of the Human Rights Code, as part of its ongoing search processes and before the Right of Reappointment process is engaged, the University shall endeavour to hire, appoint and/or reappoint qualified

candidates as sessional instructors who self-identify as racialized or Indigenous.

2. If the University determines that a sessional vacancy cannot be filled pursuant to paragraph 1 above, the sessional vacancy shall next be offered to a sessional faculty member with the Right of Reappointment in respect of that course, if any. If the vacancy remains unfilled, it shall then be filled in accordance with the Sessional hiring process that applies to new sessional instructors set out in Article 23.3 of the Memorandum of Agreement.

OCAD UNIVERSITY SUBMISSIONS

154. OCAD University's proposal strikes the appropriate balance between its concerns regarding decolonization, equity, diversity, inclusion and helping reduce and ultimately eliminate the under-representation of racialized and Indigenous faculty within its complement of sessional instructors.

155. The proposal does so in a way that utilizes a restricted application process, similar to that which has been used to great effect in the Indigenous and Black cluster hiring initiatives described above. Once that process is complete, the seniority-based right of reappointment process will be followed to address all remaining sessional vacancies, before filling any remaining sessional vacancies using the default process set out in Article 23.3 of the Memorandum of Agreement.

156. OCAD University's proposal helps create the space needed for the hiring of qualified Indigenous and racialized applicants without requiring that they participate in a traditional process where their efforts to be identified as "the most qualified" amongst a broader group of applicants are often marred by hiring committees that are insufficiently diverse, and a prioritization (whether conscious or unconscious) of more traditional academic credentials and experiences that may be different from those held by members of these equity seeking groups.

157. The acquisition of the right of reappointment under OCAD University's proposal requires members to meet reasonable quantitative requirements. They must display a requisite degree of familiarity with the course, by having taught it at least 5 times over a period of the past 15 terms. To ensure that they have kept pace with relevant course and content development they must also have taught the course at least twice in the past 9 terms. Flexibility is retained by allowing for the possible extension of these time periods in specific circumstances.

158. Importantly, sessional instructors who teach the same course to more than one section during the same academic term are credited only for one such section in these calculations. This provision denies an unfair advantage to those who may replicate the same course content and course delivery over a comparatively compressed period of time.

159. OCAD University's proposal also requires that a sessional instructor successfully complete a teaching review before being awarded the job security benefits of a right of reappointment. Successful applicants must show that they fully meet all of the teaching expectations set out in Article 20.2.1 before they can receive the right of reappointment. In the event that OCAD University does not complete this evaluation before a sessional instructor meets the quantitative requirements for a right of reappointment, this proposal would provide them with the right of reappointment on a conditional basis, pending OCAD University's completion of this evaluation.

160. OCAD University's proposal places reasonable limits on the extent to which experienced sessional instructors can exercise a right of reappointment. Article 23.3.2.1 of its proposal allows a sessional faculty member to exercise a right of reappointment over 2 courses per Academic Year, in respect of one section within each such course. Sessional instructors may still acquire the right of reappointment in respect of additional courses for later use.

161. Once attained, OCAD University's proposal allows sessional instructors to retain a right of reappointment for a lengthy period of time. The right of reappointment would be lost only if a sessional faculty member removes themselves from the roster of sessional instructors, fails to meet the basic qualitative teaching standards connected to the acquisition of this right, fails to hold a sessional instructor's appointment for a period of twenty-four months⁷, or does not exercise that right for that same period of time.

162. Finally, while the University has agreed to embed its proposed provisions regarding sessional instructors' right of reappointment within the Memorandum of Agreement, its proposed language regarding a restricted hiring process for Indigenous and racialized sessional instructors is included in a proposed letter of understanding which expires at the end of the Memorandum of Agreement's term. This structure allows OCAD University and OCADFA to continue their dialogue on the appropriate interchange between the right of reappointment and the need to reduce the extent to which racialized and Indigenous persons remain under-represented.

⁷ This length of time does not include any time that a sessional faculty member spends on an authorized leave.

ESTABLISHING CONSISTENCY FOR MAXIMUM COURSE ASSIGNMENTS OF SESSIONAL INSTRUCTORS

ARTICLE 16- DEFINITION OF FACULTY APPOINTMENTS

CURRENT PROVISION

16.1.2 Sessional Faculty:

...

16.1.2.2 Have a maximum course assignment of 5 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty.

OCAD UNIVERSITY PROPOSAL

16.1.2 Sessional Faculty:

...

16.1.2.2 Have a maximum course assignment of ~~5~~ 3 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty.

OCAD UNIVERSITY SUBMISSIONS

163. In Article 16 of the current Memorandum of Agreement, the parties have set specific limits on how OCAD University can deploy sessional instructors. In each academic year, sessional instructors can teach a maximum of 30% of OCAD University's credit curriculum. Article 16.1.4 states that this maximum threshold is in place to ensure that the over-use of sessional instructors does not erode tenured employment opportunities.

164. In this same article, the parties have agreed that sessional instructors are "temporary employees with whom the University does not have a long-term employer/employee relationship." Article 16.1.4 confirms that this "maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty and to ensure that over time, increased expectations are not made of temporary employees."

165. These provisions make clear that the parties did not intend for sessional instructors to take on the same level of responsibilities as their probationary and tenured colleagues. Yet, the maximum teaching load for sessional instructors in the Faculty of Art and the Faculty of Science is the same as the maximum teaching load for tenured and probationary faculty: 5 half-credit courses per Academic Year.

166. This anomalous treatment of a sub-group of OCAD University's sessional faculty runs contrary to the parties' agreement to distinguish sessional instructor appointments from traditional full-time academic appointments. It is also contrary to the parties' overall harmonization of the terms and conditions of employment for all sessional faculty, as outlined in greater detail below.

167. Prior to the negotiation of the 2016-2020 Memorandum of Agreement, there was a significant salary disparity between sessional instructors appointed in the Faculties of Art & Design (the "Studio Sessionals") and those whose appointments were in the Faculty of Liberal Arts & Sciences (the "LAS Sessionals"). These separate groups of sessional instructors were subject to different and disparate salary schedules. The Studio Sessionals' salary scale had four levels. The LAS Sessionals' salary scale had three levels. Before the current Memorandum of Agreement was entered into, a Studio Sessional at the highest level in their salary grid earned a per-course salary that was \$261 less than an LAS Sessional assigned to the lowest level of their salary structure.

168. The parties set about rectifying this dichotomy in the last round of negotiations, by agreeing to a common wage grid for all sessional instructors, regardless of the faculty in which they taught. During the course of the last Memorandum of Agreement, the sessional salary scale was collapsed from a total of seven levels to four common levels. It was then collapsed further from four common levels to three common levels.

169. The monetary impact of these changes was significant, because the effect of these changes caused the sessional instructors in the lower salary levels to experience significant salary increases, relative to the smaller group of sessional instructors who were situated at the higher salary levels. This information is reflected in the table on the following page.

January 1, 2018			July 1, 2018 (1.5% increase from July 1, 2017)			July 1, 2019 (1.5% Increase from July 1, 2018)			January 1, 2020 (1.5% Increase from July 1, 2019)		
Level	Type	Rate	Level	Rate	% Increase from Prior Rate	Level	Rate	% Increase from Prior Rate	Level	Rate	% Increase from Prior Rate
S1	Studio	\$4,058	Ses 1	\$5,273	29.9%	Ses 1	\$6,223	18.01%	Ses 1	\$6,316	1.5%
S 2	Studio	\$4,733			11.4%						
S 3	Studio	\$5,409	Ses 2	\$6,131	13.3%			1.5%			
S 4	Studio	\$5,825			5.2%						
L 1	Lib Arts & Sci	\$6,086			0.73%						
L 2	Lib Arts & Sci	\$7,100	Ses 3	\$7,153	0.74%	Ses 2	\$7,260	1.5%	Ses 2	\$7,369	1.5%
L 3	Lib Arts & Sci	\$8,113	Ses 4	\$8,173	0.74%	Ses 3	\$8,296	1.5%	Ses 3	\$8,420	1.5%

170. Despite the harmonization of all salary rates for sessional instructors appointed in all three faculties, Studio Sessionals still had an abnormally high maximum course assignment level. The parties have taken further steps to redress this imbalance by agreeing to the Letter of Understanding that reduced the maximum course assignment for Studio Sessionals from 5 to 4.

For the 2020-2021 academic year the MoA 16.1.2.2 is suspended and replaced by the following provision on an interim basis. Sessional faculty have a maximum course assignment of 4 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per academic year, with exceptions requiring the approval of the Dean of Faculty.

171. A copy of this Letter of Understanding is attached at **Tab 14**. It provides further confirmation that the ongoing significant disparity between the maximum course load for Studio Sessionals and the maximum course load for LAS Sessionals is not supportable. Within the Memorandum of Agreement, the parties have worked hard to provide common terms and conditions of employment across the sessional instructor complement and the continued existence of this provision stands as an outlier. This type of inter-faculty disparity is also not normative in the university sector as a whole.

172. OCAD University requests that there be a common maximum teaching load for sessional instructors across the bargaining unit. The parties have worked toward this objective in other provisions of the Memorandum of Agreement and have also worked to correct this anomaly through a time-limited Letter of Understanding. It is consistent with the principle of gradualism to now complete this process and award a common maximum teaching limit that will apply to all sessional instructors.

ESTABLISHING CONSISTENCY FOR MAXIMUM COURSE ASSIGNMENTS OF TEACHING INTENSIVE STREAM FACULTY

ARTICLE 26 – FACULTY COURSE LOAD (EXCLUDING SESSIONAL FACULTY) PRO-RATED FOR PARTIAL LOAD

CURRENT PROVISION

26.1.1.5 Effective June 30, 2019, the “Course Load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments and 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences

Appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered a calculation made under Article 16.1.4 (sessional maximum).

OCAD UNIVERSITY PROPOSAL

26.1.1.5 ~~Effective June 30, 2019, The “Course Load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments that begin in the 2021-2022 Academic Year and 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences Appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered a calculation made under Article 16.1.4 (sessional maximum).~~

OCAD UNIVERSITY SUBMISSIONS

173. Just as there is no logical basis for differentiating between the maximum workload of Studio Sessionals and LAS Sessionals, prescribing a different maximum teaching load for Teaching-Intensive Stream faculty members in the Faculty of Arts & Science in comparison to their colleagues in the Faculties of Art & Design also lacks a solid logical foundation. It is not normative within the Memorandum of Agreement and cannot be described as such within the university sector as a whole.

174. All Teaching-Intensive Stream Faculty are compensated using the same salary scale and are not otherwise separated out on a discipline-specific basis for any other purpose. Mandating a common maximum teaching load of 10.5 student contact hours would better align the requirements of this specific faculty appointment classification with its teaching-focused mandate. Tenured and probationary faculty with a normal distribution of effort have 40% of their appointment devoted to teaching and a maximum course load of 5 courses. It is incongruent to allow Teaching-Intensive Faculty members, with 70% of their appointment devoted to teaching to have a maximum course load of only 6 or 7 courses, depending on the specific faculty in which they teach.

175. OCAD University acknowledges that its proposed revisions to Article 26.1.1.5 should not impact Teaching-Intensive Stream faculty in the Faculty of Arts & Science who have already begun a term with a maximum course load of 6 courses. As such, has included language in its proposal that exempts all such individuals from this proposed change.

PROVIDING CLARITY ON COMPENSATION FOR COURSE CANCELLATIONS

CURRENT PROVISIONS

23.5.10 Teaching-Intensive Stream appointments are subject to reduction or cancellation due to low enrolment. In the event that Teaching-Intensive Stream appointment is reduced or cancelled, the faculty member will receive a payment of six weeks' salary per course reduced. Efforts will be made to maintain Teaching-Intensive Stream contracts as offered.

...

23.7.9 CLTA appointments are subject to reduction or cancellation due to enrolment. In the event that a CLTA appointment is reduced or cancelled, the instructor will receive a payment of six week's salary per course reduced. Efforts will be made to maintain CLTA contracts as offered.

OCAD UNIVERSITY PROPOSALS

23.5.10 Teaching-Intensive Stream appointments are subject to reduction or cancellation due to enrolment. In the event that a Teaching-Intensive Stream appointment is reduced or cancelled, a change of workload will be initiated, and the faculty member's compensation will be adjusted to reflect a revised percentage of the faculty member's Maximum-load.

23.5.10.1 The faculty member will receive a payment of six weeks' salary per course reduced based on a 17-week term. Efforts will be made to maintain Teaching-Intensive Stream contracts as offered.

...

23.7.9 CLTA appointments are subject to reduction or cancellation due to enrolment. In the event that a CLTA appointment is reduced or cancelled, a change of workload will be initiated, and the faculty member's compensation will be adjusted to reflect a revised percentage of the Maximum-load.

23.7.9.1 The ~~instructor~~ faculty member will receive a payment of six week's salary per course reduced based on a 17-week

term. Efforts will be made to maintain CLTA contracts as offered.

OCAD UNIVERSITY SUBMISSIONS

176. The current language in Articles 23.5.10 and 23.7.9 entitle Teaching-Intensive Stream faculty members and Contractually Limited Term faculty members to a payment of salary when their teaching assignment is reduced or cancelled due to low enrolment. Disputes have arisen as to how this payment of salary is to be calculated when such events occur. Clarity is required.

177. OCAD University submits that when a reduction of this nature occurs, the salary payment due to an affected faculty member must be based on the 17 week term over which the cancelled course was to be delivered. The utilization of a 17-week period is consistent with the definition of "Term" in Article 4.10.1 of the Memorandum of Agreement. A teaching load reduction of this nature is necessarily accompanied by a corresponding pro-ration of any research/professional practice and service requirements that the individual may have.

178. The University has consistently taken this approach with tenured and probationary faculty members who request and receive a reduced workload in the form of a course reduction. If a faculty member's course load is reduced from 5 courses to 4 courses, their overall compensation is reduced by 20%, since there is an accompanying and commensurate pro-rating of their research/professional practice and service requirements. OCADFA submits that this same approach should be codified in the Memorandum of Agreement provisions that address the financial impact of course cancellations for Teaching-Intensive Stream faculty members and Contractually Limited Term Appointment faculty members.

CORRECTING AN ERROR IN HOW CLTA SALARY LEVELS ARE DESCRIBED

ARTICLE 16 – DEFINITION OF FACULTY APPOINTMENTS

CURRENT PROVISION

16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as

Tenured faculty. CLTA faculty receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

OCAD UNIVERSITY PROPOSAL

16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional Practice/Research and Service. ~~This full range of responsibilities is reflected in the same salary levels as Tenured faculty.~~ CLTA faculty receive the same ~~paid vacation~~ and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

OCAD UNIVERSITY SUBMISSIONS

179. The statement in Article 16.3.4 that Contractually Limited Term Appointment faculty receive the same salary and paid vacation as tenured faculty is not correct and should therefore be deleted from the Memorandum of Agreement.

180. The salary scales for OCADFA's members are found in Appendix "C" of the Memorandum of Agreement. Appendix "C" is divided into four sections, as follows:

- (a) A description of the across-the-board increases for each faculty appointment classification. In this section, Contractually Limited Term Appointment faculty are referenced in a separate section from tenured faculty.
- (b) A salary scale that applies to sessional instructors only.
- (c) A salary scale that applies to Teaching-Intensive Stream Faculty and Contractually Limited Term Appointment faculty.
- (d) A salary scale that applies to Tenured, Probationary and Continuing Faculty.

181. A comparison of these last two salary scales shows that Contractually Limited Term Appointment faculty members are paid lower salaries than their colleagues with tenured appointments. This is clear when the salary amounts for these two different appointment classifications are compared at any point during the term of the current Memorandum of Agreement. Moreover, there are structural differences between these two salary scales as

well. In the salary scale that applies to Contractually Limited Term Appointment faculty members, there are 23 levels that apply to those holding the rank of Professor throughout the Memorandum of Agreement's term. In contrast, the salary scale that applies to tenured faculty members holding the rank of Professor have 30 salary levels beginning on July 1, 2017 and continuing for the remainder of the Memorandum of Agreement's duration.

182. The form and content of the different salary scales that apply to Contractually Limited Term Appointment faculty and tenured faculty respectively demonstrate that the language in Article 16.3.4 which suggests that members holding these two appointment classifications are paid at "the same salary levels" is incorrect. OCAD University submits that there is a demonstrated need to address this obvious error and that doing so constitutes a long overdue "housekeeping" change to the Memorandum of Agreement and should therefore be awarded.

183. Moreover, the statement that Contractually Limited Term Appointment Faculty and their probationary and tenured colleagues "receive the same paid vacation" is not accurate. Article 19.3.1.4 of the Memorandum of Agreement limits the paid vacation entitlement of Contractually Limited Term Appointment Faculty to 4 weeks per year. In contrast, the paid vacation entitlement for probationary and tenured faculty can be between 4 and 6 weeks per year, based on the faculty member's years of service. OCAD University submits that awarding these minor housekeeping changes will increase the clarity and consistency of the Memorandum of Agreement, which will benefit both parties .

Appendix “A” – Items Agreed To

1. All items included in the Part 1 of the University’s Negotiations Report, attached at **Tab 15**.

2. Article 21.6.3 amended as follows:

21.6.3 Once approval is granted for a half-year or full-year Sabbatical, its scheduling is determined by mutual agreement of the faculty member and the Dean of Faculty. Full year sabbaticals may be scheduled in two consecutive academic years. In the event a sabbatical application is found to be meritorious but is not approved due to insufficient funds, such application may be resubmitted the following year and will be given priority consideration.

3. Article 24.3 amended as follows:

24.3.1 Performance Reviews are ~~conducted (as outlined in Articles 24.3.4 and 24.3.5)~~ in order to review and assess overall performance, ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable) and Service, and to make recommendations to the Dean of Faculty regarding career ~~progress and merit progress increments (as defined in Article 24.3.6).~~

24.3.2 Each non-sessional faculty member shall be reviewed every three years (except in the case of tenure-track faculty which is annually) or prior to any contract renewal, unless otherwise specified.

24.3.3 Each non-sessional faculty member shall submit materials required for Performance Review no later than January 31st of the year in which he/she is to be reviewed.

24.3.4 Career progress increments shall be awarded to all non-sessional faculty members who are meeting or exceeding basic expectations and ~~of all ranks~~ who are not at the ceiling of that rank.

24.3.4.1 “Basic Expectations” shall include the following:

- Submitting Annual Report;
- Submitting course outlines to Faculty Office prior to start of semester;
- Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;

- Reporting any absences and make-up arrangements to the Faculty Office;
- Submitting all grades on time
- Fulfilling applicable faculty responsibilities as outlined in article 20
- Adhering to Responsibilities to Students, Creative and Academic Freedom, and Collegial Behaviour as listed in article 6.

~~24.3.5 Materials are reviewed by the Associate Dean of Faculty (or Designate) by the Performance Review Committee of each Faculty, which comprises:~~

~~24.3.5.1 The appropriate Associate Dean of Faculty (or designate); and~~

~~24.3.5.2 2 faculty members elected by a quorum (=50% +1) of the total Tenured faculty members in the relevant Faculty or, in the event a quorum does not respond, two faculty members selected by the Dean of Faculty from the Faculty's tenured faculty members.~~

~~24.3.6 Materials are reviewed by the Associate Dean (or Designate) who shall award a career progress increment of one (1.0) step to any faculty member meeting basic expectations Performance Review Committee shall recommend career and merit progress increments based on each faculty member's performance review, which shall apply for a maximum of the three (3) academic years following the review or prior to any contract renewal.~~

~~24.3.6.1 Career/Merit Progress Increments represent the average of the above four possible outcomes as applied to each of the three areas of Performance Review: Teaching and Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable) and Service, pro-rated accordingly (as per Article 27.4) and rounded to the nearest half step.~~

~~24.3.6.2 Career/Merit Progress Increments represent the number of step increases on the faculty salary pay scale.~~

~~24.3.7 In the event the Associate Dean (or Designate) Performance Review Committee finds a faculty member does not meet basic expectations, the Committee Associate Dean (or Designate) shall refer the matter to the Dean of Faculty for disciplinary action.~~

~~24.3.7.1 "Basic Expectations" shall include the following:~~

- ~~Submitting Annual Report;~~
- ~~Submitting course outlines to Faculty Office prior to start of semester;~~

- ~~Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;~~
- ~~Reporting any absences and make-up arrangements to the Faculty Office;~~
- Submitting all grades on time

24.3.8 Faculty meeting or exceeding basic expectations are entitled to apply for a merit progress award from the merit fund. Applications for merit progress will be reviewed by a Merit Review Committee based on a maximum application period of three (3) years or prior to any contract renewal and subject to the faculty member's performance review period. under review will be entitled to Faculty members who are at the ceiling of their rank are not entitled to Career Progress Increments except through application for promotion or, in the case of full professors, through application for a merit increment.

24.3.8.1 Applications for the Merit Fund, are reviewed by a "Merit Review Committee", consisting of the following:

24.3.8.2 Vice-President, Academic, or designate (Chair, non-voting);

24.3.8.3 All Deans of Faculty

24.3.8.4 2 Tenured faculty selected by the Chair, elected in accordance with Article 22.1, from each Faculty (for a total of 6), who are not under consideration for the Merit Fund.

24.3.8.4.1 Merit increments for full professors are determined by the regular triennial review process. An assessment of 1.5 steps will result in a one merit step increase in the 1st, 2nd, and 3rd year following the review. An assessment of 2 steps will result in 2 merit step increases in the 1st, 2nd, and 3rd year following the review. An assessment of 0.5 or 1 steps will result in no merit step increases.

24.3.9 The Merit Review Committee shall award merit progress increments based on each faculty member's application, subject to the merit of the application, in accordance with the standards of performance described in Appendix B and subject to the total funding available. Meritorious applications will be awarded merit increments of half step(s) (0.5) to a maximum of one (1) step. Any step shall be awarded as defined by 24.3.8.1 for a maximum of three (3) years. The recommendations resulting from all Performance Reviews shall be submitted to the University Performance Review Committee (comprising the Vice-President, Academic and the three Deans of Faculty) no later than April 1st

~~for review and final approval.~~ This Committee shall be responsible for maintaining consistent standards across the University.

24.3.10 All awarded Career/Merit Progress Increments shall be effective July 1st of the Review Year.

24.3.11 The total number of steps awarded (Career/Merit Progress Increments) shall not exceed 1.2 times the number of faculty members eligible for career progress increments.

24.3.12 The results of the ~~Performance~~ Merit Review shall normally be communicated to the faculty member in writing no later than May 15th of the review year and shall include a brief report of the committee's findings. ~~an overall assessment of his/her strengths and/or recommendations for improvement.~~

24.3.13 In the event that a faculty member is unsuccessful in the application for a merit increase, the career progress increment shall nevertheless be awarded.

24.3.14 A faculty member who disagrees with the Performance Review and/or its recommendations may discuss his/her concerns with the Dean (or Designate) ~~Associate Dean~~. In the event that a satisfactory resolution is not found, the faculty member may appeal the matter in writing to the ~~Dean of Faculty Vice-President, Academic~~, who will make a determination.

4. Article 24.4.5 amended as follows:

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, ~~which consists of the Vice-President, Academic (Chair, voting), the Chair of Senate, and a faculty member of Senate normally holding the rank of Full Professor.~~ The recommendations of the University Peer Review Committee shall then be subject to approval by the President and the Board of Governors. The University Peer Review committee consists of:

24.4.5.1 The Vice-President, Academic (chair, Voting);

24.4.5.2 The Chair of Senate, and;

24.4.5.3 Three (3) Tenured faculty members, one of whom holds the rank of Full Professor and at least two (2) of whom are senators.

5. Article 24.5.2 amended as follows:

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a "Request for Peer Review Appeal" to ~~Human Resources~~ Office of the Vice-

President Academic within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

6. Article 24.5.4 amended as follows:

24.5.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a "Request for Peer Review Appeal" by ~~Human Resources~~ Office of the Vice-President, Academic and to communicate the Committee's decision in writing to the faculty member in a timely manner.

7. Articles 27.6.1 and 27.6.2 are added as follows:

27.6.1 As circumstances arise, or as requested by a Tenured or Tenure-track faculty member, an ad-hoc adjustment to the faculty member's workload assignment within the three areas of faculty responsibility may be undertaken by mutual agreement between the faculty member and the Dean of Faculty. Such adjustment shall normally be temporary for an academic year, rather than ongoing. OCADFA will be notified of any such workload adjustment.

27.6.2 Where a faculty member has entered into such a temporary workload adjustment, the annual performance review shall be based on the revised workload assignment for that year.

8. Articles 29.4.7 and 29.4.8 are added as follows:

29.4.7 The parties recognize the goal of TA assignments is to support the development of their pedagogical skills. Once per academic year, the University will provide Teaching Assistants with 5 hours of training provided by the University paid at their regular hourly rate. Upon each appointment, Teaching Assistants will also receive 3 hours of training per course provided by the faculty member teaching the course. These training hours will be in addition to the weekly allocation of hours as outlined in article 29.4.8.

9. 29.4.8 Teaching Assistantships will be assigned in accordance with the criteria set out in Letter of Understanding [XX Re: TA Assignments]. All duties and responsibilities shall be in accordance with those outlined in article 37.4.

10. New Letter of Understanding re: Equity Issues:

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

Whereas the Parties reaffirm their ongoing commitment to employment and educational equity, and recognize the essential nature of this work in the fulfillment of OCAD University's educational mandate consistent with the provisions of the Ontario College of Art & Design Act;

And Whereas the Parties recognize that the establishment of a University environment that fosters the hiring and retention of diverse faculty and academic staff requires active strategies developed in collaboration with the Association, and academic administration, and in accordance with collegial governance.

Therefore, the Parties agree that the following matters be recommended to the Employment & Educational Equity Committee for consideration and action:

- A. That the University's equity initiatives be informed by the work of the Task Force on Underrepresentation of Racialized and Indigenous Faculty and Staff and the Task Force on Indigenous Learning, as well as an evidence-based approach to inform equity goal-setting and prioritization of work, to include the ongoing collection, analysis and reporting of applicant and workforce data and employee exit interviews.
- B. That the University undertake annual reporting to and consultation with the Joint Committee on equity data including rates of application, hiring and attrition for members of equity seeking groups and shall, at minimum, include, home faculty or department, and labour category, and report on achievements, goals, and work plans as they relate to faculty and academic staff, and the broader University community.
- C. Within two (2) meetings of the EEEEC following ratification that the EEEEC strike a subcommittee to conduct a review of hiring and retention issues pertaining to all categories of faculty and academic staff and to make recommendations to Joint Committee and the EEEEC This subcommittee shall include at least two faculty members who are currently members of the EEEEC, one of whom shall be OCADFA's EEEEC representative.
- D. Review and make recommendations for developing culturally appropriate supports and mentorship for faculty from equity seeking groups.

For the Association

For the University

DATE:

DATE:

11. New Letter of Understanding re: TA Assignments

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

Letter of Understanding [XX re: TA Assignments] in effect for as long as the terms and conditions of this agreement remain in force.

For courses with no tutorials, faculty will not be assigned a Teaching Assistant subject to the below.

Studio	30 students or fewer	No TA	TA support may be considered in atypical studio classes where class size significantly exceeds 30 students or specific significant teaching assistance is required.
Lecture & Studio Seminar	45 students or fewer	No TA	

For courses with no tutorials, faculty will be assigned a Marker/Grader or Tutorial Leader in accordance with the below. Teaching Assistants may be assigned no more than an average of 10 hours per week.

Lecture & Studio Seminar	Greater than 45 students	Typically assigned 1.5 hours per student over 45
--------------------------	--------------------------	--

If a course has 90 - 150 students, one Tutorial Leader, and one possible Marker/Grader, may be assigned. If a course has more than 151 students, two Tutorial leaders, and one possible Marker/Grader, may be assigned.

A one hour tutorial with 30-35 students will be assigned a Tutorial Leader. Teaching Assistants who are assigned more than one tutorial will have their hours adjusted.

Tutorial Leaders are expected to attend class.

For the Association

For the University

DATE:

DATE:

Tab 1

Memorandum of Agreement

Between

Ontario College of Art & Design University

And

Ontario College of Art & Design Faculty Association

Duration: July 1, 2016 to June 30, 2020

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Preamble and General Information

ARTICLE 1 PREAMBLE

1.1 Statement of Principles

1.1.1 The Ontario College of Art & Design University (“OCAD U” or “the University”) and the Ontario College of Art & Design Faculty Association (“OCADFA”), (collectively “the Parties”), enter into this Memorandum of Agreement (“this Agreement”) in the belief that its implementation will enable OCAD U to continue providing outstanding professional education for aspiring artists, designers and educators, now and in the future, while:

1.1.1.1 Meeting the needs of students;

1.1.1.2 Respecting the academic and personal rights of faculty and academic staff;

1.1.1.3 Maintaining OCAD U’s integrity as a highly respected, studio-based art and design university where, from exemplary educators, practitioners and academics, students learn creative production, critique, inquiry, discovery, analysis, and research; and

1.1.1.4 Ensuring OCAD U’s long-term administrative and financial health.

1.1.2 The Parties are committed to hiring and retaining faculty and academic staff whose professional qualifications and ongoing endeavours enable OCAD U to fulfill its educational mandate consistent with the provisions of the *Ontario College of Art & Design Act*.

1.1.3 The Parties are committed to encouraging and assisting in the Professional Development of faculty and academic staff, and recognizing their achievements.

- 1.1.4 The Parties are committed to the provision of safe and appropriate working conditions for faculty and academic staff, including access to office and studio space and equipment, where relevant, within the framework of available financial and physical resources.

ARTICLE 2 RECOGNITION AND EXCLUSIONS

2.1 Recognition

- 2.1.1 OCAD U recognizes OCADFA as the sole and exclusive bargaining agent for all OCAD U faculty and academic staff.

- 2.1.2 OCAD U shall not enter into any agreement or terms and conditions of employment with individual faculty or academic staff that are contrary to the provisions of this Agreement.

- 2.1.3 “Faculty” are those who teach within the OCAD U credit curriculum, Maximum-Load or Partial-Load, and who have one of the following appointments:

- 2.1.3.1 Sessional;
- 2.1.3.2 Teaching-Intensive Stream;
- 2.1.3.3 Contractually Limited Term Appointment (CLTA);
- 2.1.3.4 Continuing;
- 2.1.3.5 Probationary; or
- 2.1.3.6 Tenured.

- 2.1.4 “Academic Staff” include those who directly facilitate student learning within the OCAD U credit curriculum, specifically:

- 2.1.4.1 Technicians;
- 2.1.4.2 Academic Counsellors; and
- 2.1.4.3 Teaching Assistants.

2.2 Exclusions

2.2.1 The Parties agree that the following OCAD U employee groups are excluded from membership in OCADFA:

2.2.1.1 Administrative Managers;

2.2.1.2 Academic Managers (while serving in this capacity);

2.2.1.3 Non-Credit Instructors;

2.2.1.4 Employees in the bargaining unit represented by the Ontario Public Service Employees Union (“OPSEU”) Unit 1 (support staff);

2.2.1.5 Exempt Staff (support staff positions which are equivalent to OPSEU Unit 1, but exempt on the basis of confidentiality); and

2.2.1.6 Employees in the bargaining unit represented by OPSEU Unit 2 (class assistants, models and student monitors).

2.2.2 Academic Managers

2.2.2.1 “Academic Managers” include the Deans of Faculty, Associate Deans and the Vice-President, Academic, who are part of OCAD U Management and, during the course of their managerial tenure, are not represented by OCADFA.

2.2.2.2 The equivalent of OCADFA dues are deducted from Associate Dean’s salaries for any courses taught during their managerial tenure.

2.2.2.3 Faculty and, where appropriate, other academic staff, are represented on hiring and performance assessment committees for Deans of Faculty, Associate Deans and the Vice-President, Academic. The Committee shall comprise not less than 33% faculty.

2.2.2.4 The hiring process for Academic Managers considers qualifications for both teaching and administrative duties.

ARTICLE 3 MEMBERSHIP IN OCADFA

3.1 Preamble

3.1.1 While membership in OCADFA shall not be a condition of employment, the Parties acknowledge that the negotiation and ongoing administration of this Agreement entails expenses which should be appropriately shared, through the payment of dues, by all faculty and academic staff members who are beneficiaries of said Agreement.

3.2 Requirement to Pay Dues

3.2.1 All faculty, whether Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary or Tenured, and all academic staff, whether Contract, Probationary or Tenured, shall be required to pay dues to OCADFA, and shall sign a letter to OCAD U acknowledging their consent to the deduction of OCADFA dues at the commencement of their employment.

3.2.2 The payment of dues through payroll deduction is a condition of employment for all faculty and academic staff. Termination of employment is a specific penalty for the failure to authorize the payment of dues through payroll deduction. In a case of termination of employment arising from a failure to pay dues, neither a grievance nor dismissal arbitrator or arbitration board, nor a Peer Review Appeal Committee, has the authority to order reinstatement once it has been established that the faculty or academic staff member refused to authorize dues.

3.2.3 OCAD U shall, once in each month during the life of this Agreement, deduct from the salaries of all faculty and academic staff such fees, monthly dues or assessments as may be authorized from time to time by OCADFA, and certified in writing to OCAD U.

- 3.2.4 OCAD U shall indicate the amount of OCADFA deductions on T-4 slips for faculty and academic staff.
- 3.2.5 The employer shall remit the amounts deducted to OCADFA no later than fifteen (15) days after the deductions have been made, and shall inform OCADFA monthly of the names of employees from whose salaries deductions have been made, and the amounts so deducted from each employee's salary.

3.3 Membership Not Compulsory

- 3.3.1 All faculty and academic staff shall be free to be members of OCADFA or not to be members of OCADFA.
- 3.3.2 The Parties agree that no faculty or academic staff member shall be discriminated against by OCAD U or by OCADFA because of her/his choice to be or not to be a member of OCADFA.
- 3.3.3 Faculty and academic staff who wish not to become members of OCADFA, or who wish to discontinue their membership in OCADFA, must indicate this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. It is understood that in the absence of such written notification having been received by OCADFA, all faculty and academic staff shall be considered members of OCADFA. It is also understood that faculty and academic staff who choose not to be members shall in all cases continue to pay dues.
- 3.3.4 Faculty or academic staff who have chosen not to belong to OCADFA may join or rejoin at any time by indicating this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. The faculty or academic staff member shall be re-instated as a member of OCADFA as soon as practicable after said written notification has been received by OCADFA.

3.4 Memorandum of Agreement

3.4.1 The University agrees to provide a copy of this Agreement and any subsequent amendments to all new faculty and academic staff at the time of hire, and to provide any subsequent amendments in a timely manner not exceeding 60 calendar days.

3.5 Information Sharing Between OCAD U and OCADFA

3.5.1 The Employer shall provide to the offices of OCADFA the following information regarding each member of the bargaining unit: name, home faculty/unit, status, rank, salary level, percentage of workload and salary. The salary-related information of individuals shall not be distributed or publicized by those in OCADFA who review it. Such information shall normally be provided no later than November 1st of each academic year.

ARTICLE 4 DEFINITIONS APPLYING TO ALL FACULTY AND ACADEMIC STAFF

4.1 Senate

4.1.1 “Senate” is the Senate of the University as defined in the *Ontario College of Art & Design Act, 2002*.

4.2 Board of Governors

4.2.1 “Board of Governors” is the Board of Governors of the University as defined in the *Ontario College of Art & Design Act, 2002*.

4.3 Conflict of Interest and Bias

4.3.1 For faculty and academic staff who serve on Committees with Faculty Representation, a “Conflict of Interest” and/or “Bias” exists when a current or former relationship with a candidate or some other matter could improperly influence his/her judgment, and/or could reasonably create a

perception of Bias.

- 4.3.2 Faculty and academic staff who serve on Committees with Faculty Representation must declare to the Chair of the Committee a Conflict of Interest and/or Bias as soon as it arises.
- 4.3.3 Faculty and academic staff who are under consideration by Committees with Faculty Representation have the right to declare to the Chair of the Committee a belief that a member of the Committee has a Conflict of Interest and/or Bias. A declaration of Conflict of Interest and/or Bias by a faculty or academic staff member under consideration by Committees with Faculty Representation must be made as soon as it is known, and should be made in advance of the relevant Committee meeting (if notified in advance of the composition of the Committee) or at the outset of the meeting, unless the Conflict of Interest and/or Bias was not reasonably discoverable at that time.
- 4.3.4 The Chair of the Committee with Faculty Representation must determine if:
 - 4.3.4.1 The Conflict of Interest and/or Bias, or perceived Conflict of Interest and/or Bias, requires disclosure to the full Committee;
 - 4.3.4.2 The faculty or academic staff member with the Conflict of Interest and/or Bias, or perceived Conflict of Interest and/or Bias, may continue to serve on the Committee; and
 - 4.3.4.3 Any special conditions are required to govern the faculty or academic staff member's continued participation on the Committee, e.g. absenting her/himself from specific discussion or decision processes.

4.4 Curricular Necessity

- 4.4.1 "Curricular Necessity" is a situation whereby major curricular change, such

as the closing of an academic Program, is required in order for the University to meet its educational goals. Such decisions must be made in consultation with relevant faculty and academic staff, and must be approved by the appropriate University committees, including the Board of Governors.

4.5 Financial Exigency

4.5.1 “Financial Exigency” is a demonstrated, bona fide financial crisis which, by its gravity and the likelihood of its long-term continuation, threatens the fulfillment of the University’s educational mandate, and which can be alleviated only by the layoff of faculty and/or academic staff.

4.6 Final Decision

4.6.1 A “Final Decision” is a decision which gives rise to no difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement except only to the extent that the decision is alleged to be discriminatory, arbitrary, made in bad faith, or tainted by procedural unfairness which has affected the outcome, and to that extent the decision is subject to Article 13 (i.e. the Grievance Process).

4.7 Panel of Arbitrators

4.7.1 A “Panel of Arbitrators” is mutually agreed to by the Parties and listed in **Appendix E** to this Agreement. Where the terms of this Agreement provide for the selection of an arbitrator from the Panel, the Parties will attempt to agree to one of the arbitrators listed on the Panel. Failing agreement, a member of the Panel will be chosen randomly. If that arbitrator is not available to hear the matter within a reasonable timeframe, the Parties shall re-select.

4.8 Pension Committee

4.8.1 The “Pension Committee” consists of:

- 4.8.1.1 1 representative of OCADFA;
- 4.8.1.2 1 representative of OPSEU Local 576;
- 4.8.1.3 1 representative of the Administrative Managers and Exempt Staff;
- 4.8.1.4 The Vice-President, Administration (non-voting);
- 4.8.1.5 The Director, Human Resources (non-voting); and
- 4.8.1.6 The Director, Finance (non-voting).

4.8.2 The Chair of the Pension Committee is selected from among the Committee’s voting members by mutual agreement of all voting members.

4.8.3 In accordance with the *Ontario Pension Benefits Act*, the mandate of the Pension Committee is to monitor the administration of the University’s pension plan, make recommendations to the Parties regarding changes, and promote awareness and understanding of the plan among University employees.

4.9 Quorum

4.9.1 For Committees with Faculty Representation, “Quorum” is 50% plus 1 of the total Committee membership, and includes the Chair (or designate) and a minimum of 50% of faculty and academic staff representatives on that Committee.

4.10 Term and Academic Year

4.10.1 Each “Academic Year” consists of three 17-week “Terms” of study: Fall (September - December); Winter (January - April); and Summer (May - August).

4.10.2 Academic Employment Year

The employment year shall normally be from July 1st to the subsequent June 30th, and shall include Teaching & Teaching-Related Responsibilities and Professional Practice/Research (for those who hold such responsibilities), and Service, as well as vacation, payment for which is included in the annual salary. Employees with appointments of fewer than twelve months shall receive a portion of the annual salary pro-rated accordingly. Those employees teaching courses that fall in two academic years shall have their pay calculated in accordance with the appropriate rates in effect as of the date their courses commence.

4.10.3 Faculty and academic staff are entitled to the following paid holidays in accordance with the *Employment Standards Act*:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (Simcoe Day)	Family Day

4.10.4 None of the above holidays shall be deemed as part of the employee's vacation days.

4.10.5 If any of the above days falls on a Saturday or Sunday, the previous Friday or following Monday shall be deemed by the President or designate as the holiday.

4.11 WHMIS

4.11.1 The Workplace Hazardous Materials Information System ("WHMIS") is a government-mandated "Right-To-Know" program that requires employers to have all dangerous materials in the workplace labeled, to supply Material

Safety Data Sheets, and to train workers on how-to use those materials and obtain additional information on them.

ARTICLE 5 ENDORSEMENT OF AUCC STATEMENT ON ACADEMIC FREEDOM AND INSTITUTIONAL AUTONOMY

5.1 Endorsement

5.1.1 The parties agree to uphold the “Statement on Academic Freedom and Institutional Autonomy”, as adopted by the Association of Universities and Colleges of Canada (“AUCC”) on May 5, 1988, and is attached to this Agreement as **Appendix A**.

5.1.2 The Parties shall uphold and protect the principles of academic freedom.

5.1.3 Academic freedom is essential to the teaching function of the University, as well as to the creative and scholarly pursuits of the faculty, academic staff, other staff, and students. This includes a commitment to unfettered intellectual and aesthetic inquiry and judgment and to the provision of those textual, audio, and visual resources necessary to free inquiry and practice. Academic freedom includes: the right of responsible teaching from a subjective point of view; the right to freedom of creative practice or expression; and the right of dialogue, discussion, debate and criticism in the exercise of professional responsibilities including those referred to herein.

ARTICLE 6 RIGHTS AND RESPONSIBILITIES - FACULTY AND ACADEMIC STAFF

6.1 Responsibilities to Students

6.1.1 The Parties agree that faculty and academic staff shall deal fairly and ethically with students, make themselves accessible to students for academic and creative consultation, honour commitments to students (including, but not limited to, adhering to class schedules or posted office hours), and provide students with course outlines and other relevant information to assist them in the successful pursuit of their studies. Faculty and academic staff shall make every effort to create an atmosphere in which students may learn and thrive.

6.2 Creative and Academic Freedom

6.2.1 The Parties agree that academic freedom is to be exercised responsibly and in a collegial manner.

6.3 Collegial Behaviour

6.3.1 The Parties agree that in performing their professional responsibilities, faculty and academic staff must demonstrate Collegial Behaviour at all times when dealing with academic and administrative colleagues, students, and other members of the University community. "Collegial Behaviour" includes treating others with dignity, respect, fairness, equality and integrity, and maintaining confidentiality when required. Faculty and academic staff shall not criticize colleagues to students, encourage or solicit criticisms of colleagues from students, or discuss professional or personal grievances with students.

ARTICLE 7 RIGHTS AND RESPONSIBILITIES - MANAGEMENT

7.1 Management Rights

7.1.1 OCADFA recognizes that it is the exclusive function of OCAD U, through its officers and Board of Governors, to manage the University including, but without restricting the generality of the foregoing:

7.1.1.1 The right to plan, direct and control all operations and facilities;

7.1.1.2 The right to control, regulate and determine the educational policies of the University;

7.1.1.3 The right to determine the University's educational offerings and admissions standards;

7.1.1.4 The right to manage faculty and academic staff, to determine the number of faculty and academic staff required, except as restricted by Articles 39 and 40, to determine the initial level placement on the relevant Pay Scale for new faculty and academic staff, and to assign their scheduling and their responsibilities;

7.1.1.5 The right to discipline or dismiss a faculty or academic staff member for just cause; and

7.1.1.6 Generally to fulfill the University's educational mandate consistent with the provisions of the *Ontario College of Art & Design Act*.

7.1.2 Just cause for the dismissal of Tenured faculty and Tenured academic staff shall be based on one of the following grounds:

7.1.2.1 Gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;

7.1.2.2 Persistent failure to discharge professional responsibilities; and/or

7.1.2.3 Abandonment of duties.

7.2 Consistency with the Memorandum of Agreement

7.2.1 The Parties agree that the Management Rights referred to herein shall be exercised fairly and reasonably, and in a manner consistent with the provisions of this Agreement.

7.3 Consultation on Curricular Decisions

7.3.1 The Parties agree that curricular decisions shall be made in a collegial manner, in consultation with the appropriate committees of faculty.

ARTICLE 8 NO DISCRIMINATION

8.1 No Discrimination

8.1.1 The Parties agree that there shall be no discrimination against a member of faculty or academic staff on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, political or religious affiliation or beliefs, number of dependents, or place of residence. The definitions and defences set out in the *Ontario Human Rights Code* are deemed to apply. There shall be no discrimination by either Party against a member of faculty or Academic Staff for participation or non-participation in the lawful activities of OCADFA.

8.1.2 The Parties agree that the resolution of any grievance pursuant to this provision, whether by agreement or by arbitration, shall be deemed a settlement between the Parties for purposes of any proceedings which may be brought pursuant to the *Ontario Human Rights Code*.

8.1.3 The Parties agree that the implementation or continuation of an Employment Equity program which is not inconsistent with any other provisions of this Agreement shall be deemed not to be a violation of this

ARTICLE 9 EMPLOYMENT AND EDUCATIONAL EQUITY

9.1 Commitment to Employment and Educational Equity

9.1.1 The Parties are committed to addressing issues of Employment and Educational Equity, in order to eradicate barriers which prevent women, visible minorities, aboriginal peoples, and people with disabilities from participating fully as OCAD U students or employees.

9.1.2 The Parties agree that an Employment and Educational Equity Task Force shall be established within the term of the Memorandum of Agreement to review the progress made to date with Equity 2000 Phases I and II, and to develop recommendations to further advance issues of equity. In fulfilling its mandate, the Task Force shall consult widely with the University community.

9.1.3 The Task Force shall consist of:

9.1.3.1 Members of the under-represented groups as outlined in Article 9.1.1;

9.1.3.2 Representatives of OCADFA, OPSEU and the OCAD U Student Union; and

9.1.3.3 Individual students, faculty, Academic Staff, and other OCAD U staff and managers.

ARTICLE 10 JOINT COMMITTEE

10.1 Mandate

10.1.1 The Parties are committed to ongoing, regular communication regarding the administration of this Agreement, exploration of issues regarding the delivery of curriculum, and other such matters of interest or concern to either Party, and therefore agree to the creation and ongoing operation of a

“Joint Committee” to deal with such matters.

10.2 Operation

10.2.1 The Joint Committee consists of the following:

10.2.1.1 6 members (3 from OCAD U and 3 from OCADFA);

10.2.1.2 Chair of each Party’s Negotiation Team, and the Director, Human Resources are ex officio members of the Joint Committee; and

10.2.1.3 3 additional members (1 elected or appointed by OCAD U and 2 elected or appointed by OCADFA), with annual terms commencing in January of each year.

10.2.2 With the exception of ex officio members, no member may serve longer than 3 consecutive years.

10.2.3 The Committee may, by mutual consent of its members, invite guests to meetings to present information or discuss particular issues.

10.2.4 The Joint Committee normally meets monthly, but may meet more or less frequently by mutual agreement. Time, date and locations of meetings are also by mutual agreement.

10.2.5 Quorum consists of no fewer than 3 representatives from each Party.

10.2.6 Committee members may submit proposed agenda items to the respective Chair of their Negotiations Team.

10.2.7 Meetings are chaired by the Chairs of the respective Negotiations Teams on an alternating basis. Minutes are taken with only basic principles and motions recorded. Minutes are subject to approval by the Chairs of each Negotiations Team, or designates, prior to distribution and/or posting.

10.2.8 Minutes are normally public information, but the Committee reserves the right to declare certain items or meetings confidential, with the minutes thereof (if any) available to Committee members only.

10.2.9 Wherever possible, decisions are achieved by consensus rather than by voting.

10.2.10 While the Committee's process may culminate in agreements being reached between the Parties, the Committee does not have the power to make decisions binding on the Parties in the absence of negotiated agreement between the University and OCADFA.

ARTICLE 11 NEGOTIATIONS PROCESS AND DURATION OF AGREEMENT

11.1 Duration

11.1.1 This Agreement is in effect from July 1, 2016 to June 30, 2020, and shall continue to be in effect from year to year thereafter, until replaced in accordance with this Article, and/or as modified by mutual consent of the Parties.

11.2 Notice to Bargain

11.2.1 Either Party to this Agreement shall serve a Notice to Bargain ("Notice") to the other Party by November 30 of the year preceding the expiry of the agreement, if it wishes to negotiate changes to the Agreement for the following Academic Year(s). The Party serving Notice shall endeavour to specify the major items which it wishes to negotiate.

11.3 Negotiations

11.3.1 Representatives of the University and OCADFA shall meet within 45

calendar days of receipt of the Notice and commence to:

11.3.1.1 Negotiate in good faith; and

11.3.1.2 Make every reasonable effort to reach a mutually acceptable agreement on all issues.

11.4 Time Limits

11.4.1 The Parties may, by mutual agreement, decide to extend any of the time limits set out in this Article.

ARTICLE 12 NEGOTIATIONS MEDIATION AND ARBITRATION PROCESS

12.1 Request for Negotiations Mediation and Arbitration

12.1.1 If negotiations for a renewal Agreement are not concluded by April 1 of any year, either Party may request “Negotiations Mediation and Arbitration”, as set out in Article 12.2.

12.2 Negotiations Mediation and Arbitration Process

12.2.1 The Parties select a “Negotiations Arbitrator” from the Panel, as listed in **Appendix E**, within 30 calendar days of a written request under Article 12.1.1.

12.2.2 The expenses of the Negotiations Arbitrator are borne equally by the Parties.

12.2.3 With the Parties’ consent, the Negotiations Arbitrator may attempt to assist the Parties to reach a mutually acceptable renewal Agreement through Mediation.

12.2.4 If either Party does not consent to Mediation, or if the Parties fail to reach a mutually acceptable renewal Agreement through Mediation, the Negotiations Arbitrator shall hold a hearing. The Negotiations Arbitrator

shall determine the manner of proceeding at the hearing but the Parties shall be entitled to present evidence and arguments with respect to any issues which remain in dispute between them.

12.2.5 Within 30 calendar days of the conclusion of the hearing, the Negotiations Arbitrator shall by order resolve the issues in dispute between the Parties. The order of the Negotiations Arbitrator is final and binding upon the Parties, and the Parties shall execute minutes of settlement for a renewal Agreement based on the order. The Negotiations Arbitrator shall remain seized with respect to the drafting of minutes of settlement.

12.2.6 The Negotiations Arbitrator has the duties and powers of an interest arbitrator or board of arbitration under section 40 of the *Labour Relations Act, 1995* and the powers of an arbitrator under the *Arbitration Act*.

12.3 Time Limits

12.3.1 The Parties may, by mutual agreement, decide to extend any of the time limits set out in this Article.

ARTICLE 13 COMPLAINT, GRIEVANCE, GRIEVANCE ARBITRATION AND DISMISSAL ARBITRATION PROCESS

13.1 Preamble

13.1.1 The Parties agree to encourage and facilitate the fair and expeditious resolution of Complaints and Grievances.

13.1.2 With respect to Grievance Arbitration and Dismissal Arbitration, the Parties agree to use best efforts, in cases of urgency, to schedule hearings expeditiously.

13.1.3 Except as otherwise specified in this Agreement, the Complaint, Grievance, Grievance Arbitration, and Dismissal Arbitration Process, as set out in this Article, is the sole method for the resolution of Complaints and Grievances. There shall be no discrimination or reprisal against any person who elects to use this process.

13.2 OCADFA Representation

13.2.1 A representative of OCADFA may be present at all stages of the Complaint, Grievance, Grievance Arbitration and Dismissal Arbitration Process, and has the right to represent the Complainant or Grievor at each and every stage if the Complainant or Grievor so desires.

13.3 Stage One: Complaint

13.3.1 Any Complaint may be presented and discussed informally between a member of faculty or Academic Staff and the appropriate Dean(s) of Faculty, Associate Dean(s), or Manager(s).

13.4 Stage Two: Grievance

13.4.1 A "Grievance" is defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement.

13.4.2 If OCADFA, or a member of faculty or Academic Staff, decides to lodge a Grievance, such Grievance must be delivered in writing to the Vice-President, Academic, or designate, within 21 calendar days of the date of the act or omission giving rise thereto, or of the date on which the Grievor first knew, or ought reasonably to have known, of such act or omission.

13.4.3 The Vice-President, Academic, or designate, holds a Stage Two Grievance meeting with the Grievor and other individuals directly involved in the

Grievance, within 21 calendar days of receipt of the Grievance. If the Grievance is resolved at this meeting, the agreed resolution of the matter is set out in writing by the Vice-President, Academic, or designate, and delivered to the Grievor and to OCADFA within 14 calendar days of the meeting. The Grievor confirms in writing that the resolution is acceptable and delivers same to the Vice-President, Academic, or designate, and to OCADFA within a further 7 calendar days.

13.4.4 If the Grievance is not resolved at the Stage Two Grievance meeting, the decision of the Vice-President, Academic, or designate, is set out in writing and delivered to the Grievor and to OCADFA within 14 calendar days of the meeting.

13.4.5 If the University decides to lodge a Grievance, such Grievance must be delivered in writing to the President of OCADFA, or designate, within 21 calendar days of the date of the act or omission giving rise thereto, or of the date on which the University first knew, or ought reasonably to have known, of such act or omission.

13.4.6 The President of OCADFA, or designate, holds a Stage Two Grievance meeting with representatives of the University and other individuals directly involved in the Grievance, within 21 calendar days of receipt of the Grievance. If the Grievance is resolved at this meeting, the agreed resolution of the matter is set out in writing by the President of OCADFA, or designate, and delivered to the University within 14 calendar days of the meeting. The University confirms in writing that the resolution is acceptable, and delivers same to the President of OCADFA, or designate, within a further 7 calendar days.

13.4.7 If the Grievance is not resolved at the Stage Two Grievance meeting, the

decision of the President of OCADFA or designate, is set out in writing and delivered to the University within 14 calendar days of the meeting.

13.5 Stage Three: Grievance Arbitration

13.5.1 In the event that a Grievance is not resolved at the Stage Two Grievance meeting, the University or OCADFA delivers written notification to the other Party, within 21 calendar days of receipt of the decision referred to in Articles 13.4.4 or 13.4.7, if it intends to proceed to “Grievance Arbitration”.

13.5.2 Within 21 calendar days of notification under Article 13.5.1, the Parties jointly select a “Grievance Arbitrator” from the Panel as listed in **Appendix E**.

13.5.3 By mutual agreement, the Parties may decide to appoint a “Grievance Arbitration Board”, comprising 3 members, 1 appointed by the University, 1 appointed by OCADFA, and a Chair selected from the Panel as listed in **Appendix E**.

13.5.4 In the case of a Grievance Arbitration Board, the University and OCADFA each bear the costs of their appointed member, and the costs of the Chair are borne equally by the Parties. The costs of a single Grievance Arbitrator are borne equally by the Parties.

13.5.5 The Grievance Arbitration Board or Grievance Arbitrator conducts a hearing into the Grievance and renders a decision, in which the decision is final and binding on the Parties and on any employee(s) affected by the decision (subject to Article 13.5.1).

13.5.6 In the case of a Grievance Arbitration Board, the decision of the majority governs and, failing a majority decision, the decision of the Chair shall

govern.

13.5.7 A Grievance Arbitration Board or Grievance Arbitrator has jurisdiction to determine a Grievance remitted to it which arises under this Agreement, including any question as to whether a matter is arbitrable. A Grievance Arbitration Board or Grievance Arbitrator has all the powers of an arbitrator under the *Arbitration Act* and under the *Labour Relations Act*. A Grievance Arbitration Board or Grievance Arbitrator has the power to determine the remedy it/she/he deems appropriate, except as limited by the terms of this Agreement. A Grievance Arbitration Board or Grievance Arbitrator does not have the power to change this Agreement, or to alter, modify, or amend any of its provisions. A Grievance Arbitration Board or Grievance Arbitrator does not have the power to make any decision inconsistent with the terms of this Agreement.

13.6 Dismissal Arbitration

13.6.1 Except in cases of Grievances alleging dismissal without just cause, any settlement reached between the University and OCADFA to resolve any Grievance is binding on the Parties and on any employee(s) affected.

13.6.2 In the event of an alleged dismissal without just cause, the dismissed member of faculty or Academic Staff wishing to contest such dismissal notifies the Vice-President, Academic, or designate, in writing within 14 calendar days of the receipt of the notice of dismissal. Within 14 calendar days of such notification, a representative of the University and the dismissed employee, or her/his designate, meet to appoint a “Dismissal Arbitration Board”, comprising three members not associated with the University, one appointed by the University, one appointed by the dismissed employee, or designate, and a third as Chair, selected by the two appointed members from the Panel as listed in **Appendix E**.

13.6.3 By mutual agreement, the University and the dismissed employee may decide to appoint a single “Dismissal Arbitrator”, selected from the Panel as listed in **Appendix E**.

13.6.4 In the case of a Dismissal Arbitration Board, the University and the dismissed employee each bear the costs of their appointed member, and the costs of the Chair are borne equally by the University and the dismissed employee. The costs of a single Dismissal Arbitrator are borne equally by the University and the dismissed employee.

13.6.5 The Dismissal Arbitration Board or Dismissal Arbitrator conducts a hearing into the dismissal and renders a decision as promptly and expeditiously as possible, which decision shall be final and binding on the Parties and on the employee affected by the decision.

13.6.6 A Dismissal Arbitration Board or Dismissal Arbitrator has the right to establish its/her/his own procedures and to require all relevant parties to make full disclosure of material facts and documents which it/she/he deems relevant. In any event, the Dismissal Arbitration Board or Dismissal Arbitrator notifies the Parties and the employee of the time and place of its hearing, and affords the Parties and the employee the right to appear in person, with or without counsel or other advisor(s). A Dismissal Arbitration Board or Dismissal Arbitrator has all the powers of an arbitrator under the *Arbitration Act* and under the *Labour Relations Act*. A Dismissal Arbitration Board or Dismissal Arbitrator has the power to determine the remedy it/she/he deems appropriate, except as limited by the terms of this Agreement. A Dismissal Arbitration Board or Dismissal Arbitrator does not have the power to change this Agreement, or to alter, modify, or amend any of its provisions. A Dismissal Arbitration Board or Dismissal Arbitrator

does not have the power to make any decision inconsistent with the terms of this Agreement.

13.6.7 By agreement between OCADFA and the dismissed employee, OCADFA may represent the employee in the dismissal Grievance and Arbitration process. In such a case, OCADFA is considered the dismissed employee's designate for the purposes of the Article and OCADFA shall be responsible for the dismissed employee's costs as set out in this Article, subject to any arrangement between OCADFA and the dismissed employee with respect to reimbursement, in whole or in part, of OCADFA's costs by the dismissed employee.

13.6.8 The provisions of Article 13.5.7 shall apply to a Dismissal Arbitration Board.

13.7 Time Limits

13.7.1 The Parties may, by mutual agreement, decide to extend any of the time limits set out in this Article.

ARTICLE 14 EMPLOYEES' RIGHTS TO ACCESS PERSONNEL FILES

14.1 Access to Information

14.1.1 A personnel file shall be kept in Human Resources for each member of faculty and academic staff. In addition, an academic file shall be kept in the Home Faculty office for each member of faculty, and an employee file shall be kept in the Supervisor's office for each member of academic staff. In the case of cross-appointed faculty, academic files may be kept in more than one Faculty office.

All personnel, academic and employee files shall contain only material pertaining to the individual's employment. Such files shall contain no document that was not originally addressed to, copied to or provided by the

employee, not any anonymous material.

Each member of faculty and academic staff has the right to:

Examine all documents in his/her personnel and academic or employee file with reasonable advance notice (not to exceed 3 calendar days) provided to the Director, Human Resources, Dean, or Supervisor, and request copies thereof;

Request that such document(s) be corrected, supplemented, or removed, in case of error or inadequacy; and

14.1.2 Require that a statement of disagreement be attached to the information reflecting any change that was requested but not made.

14.1.3 No document contained in individual personnel files will be released or made available to any other person or institution, except for internal university administrative purposes, without the written consent of such individual faculty and/or such individual academic staff, or as required by law.

14.1.4 Nothing in this Article entitles a member of faculty or academic staff to request access to aggregated statistical surveys which might include information about that individual and which are used by the University for administrative purposes other than personnel decisions directly affecting the individual.

Issues and Definitions Applying to Faculty

ARTICLE 15 SUMMARY OF FACULTY RANKS AND APPOINTMENTS

15.1 Types of Appointments

15.1.1 All faculty shall have one of the following appointments:

- 15.1.1.1 Sessional;
- 15.1.1.2 Teaching-Intensive Stream;
- 15.1.1.3 CLTA;
- 15.1.1.4 Continuing;
- 15.1.1.5 Probationary; or
- 15.1.1.6 Tenured.

15.2 Partial-Load and Maximum-Load

15.2.1 Teaching-Intensive Stream, CLTA, Probationary and Tenured faculty shall be one of:

- 15.2.1.1 Partial-Load; or
- 15.2.1.2 Maximum-Load.

15.2.2 All Continuing faculty shall be Partial-Load.

15.3 Faculty Ranks

15.3.1 All Sessional faculty shall hold the Rank of Instructor.

15.3.2 All Teaching-Intensive Stream faculty shall hold one of the following Ranks:

- 15.3.2.1 Lecturer; or
- 15.3.2.2 Assistant Professor

15.3.3 CLTA, Continuing, Probationary and Tenured faculty shall hold one of the

following Ranks:

- 15.3.3.1 Lecturer;
- 15.3.3.2 Assistant Professor;
- 15.3.3.3 Associate Professor; or
- 15.3.3.4 Professor.

ARTICLE 16 DEFINITION OF FACULTY APPOINTMENTS

16.1 Sessional Appointment

16.1.1 “Sessional” faculty are hired annually on a per-course basis, with commensurate Teaching & Teaching-Related Duties, but no requirements regarding Professional Practice/Research or Service.

16.1.2 Sessional faculty:

- 16.1.2.1 Must hold the Rank of Instructor;
- 16.1.2.2 Have a maximum course assignment of 5 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;
- 16.1.2.3 Have no job security beyond the current contract;
- 16.1.2.4 Are subject to Performance Review prior to any renewal of contract.

16.1.3 In each Academic Year, a maximum of 30% of the University’s credit curriculum, as defined by the total number of courses offered, is normally taught by Sessional faculty, except in 2007/08 when the maximum shall be 40% and 2008/09 when the maximum shall be 35%. The University shall present to the Joint Committee by November 1st of each Academic Year a report on the Sessional maximum. In the event that this ceiling is exceeded, the University shall, by April 1st of that Academic Year, present to the Joint Committee plans to restore the balance the following

Academic Year. The sessionals hired as a result of course load reductions in the 2008/09 and 2009/10 academic years are not to be counted towards the hiring cap on sessionals. For both the 2013/14 and 2014/15 Academic Years, the University's obligations under this article are suspended.

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. Because Sessional faculty are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.

16.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, cancellation or termination of contract in accordance with Article 23.3.9, and/or layoff for reason of Financial Exigency or Curricular Necessity.

16.1.6 Subject to the foregoing, once a person has taught five or more 0.5 courses on a sessional basis, he or she shall automatically be short-listed for consideration for any sessional course that the person taught

when the course was last offered or for any sessional course that is closely related to a course he or she taught previously, whether or not the person is currently a sessional faculty member.

16.2 Teaching-Intensive Stream

16.2.1 “Teaching-Intensive Stream” faculty have neither Probationary nor Tenured status, but are hired on fixed-term contracts of three to five years (other than in exceptional circumstances) to fulfill Teaching & Teaching-Related Duties and Service, as well as Professional Practice/Research in accordance with article 27.4.2

16.2.2 Teaching-Intensive Stream faculty:

16.2.2.1 May hold the Rank of Lecturer or Assistant Professor;

16.2.2.2 Are Partial-Load or Maximum-Load;

16.2.2.3 Have no job security beyond the contract period of up to 5 years (renewable)

16.2.2.4 Are subject to Performance Review prior to any renewal of contract.

16.2.3 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.3 CLTA Appointment

16.3.1 “Contractually Limited Term Appointment” or CLTA faculty have neither Probationary nor Tenured status, but are hired on fixed-term contracts to fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

16.3.2 CLTA faculty include but are not limited to the following:

- 16.3.2.1 Replacements for Tenured faculty who are on Sabbatical, Leave of Absence, or appropriate special assignment;
- 16.3.2.2 Faculty hired to respond to specific Teaching & Teaching-Related, Professional Practice/Research, or other needs, which the University, for academic and/or budgetary reasons, does not wish to result in a Probationary, Tenured or Continuing appointment;
- 16.3.2.3 Faculty on exchange from other institutions;
- 16.3.2.4 Artists-in-residence and designers-in-residence;
- 16.3.2.5 Faculty whose positions are externally-funded; and
- 16.3.2.6 Faculty hired as a result of a failed search.

16.3.3 CLTA faculty:

- 16.3.3.1 Normally hold the Rank of Lecturer;
- 16.3.3.2 Are Partial-Load or Maximum-Load;
- 16.3.3.3 Have no job security beyond the specific contract period of up to 3 years, normally not renewable beyond a total maximum of 6 years; and
- 16.3.3.4 Are subject to Performance Review prior to any renewal of contract.

16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. CLTA faculty

receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

16.3.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.4 Continuing Appointment

16.4.1 “Continuing” faculty have neither Probationary nor Tenured status, but have an ongoing relationship with the University through which they fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

16.4.2 “Continuing faculty” is a category of distinguished art and design practitioners who are able to fulfill the full range of responsibilities for Tenured faculty, but whose professional commitments limit their ability to meet the minimum Workload required of Tenured faculty.

16.4.3 In each Academic Year, the University’s total complement of Continuing faculty shall be a maximum of 15 Maximum-Load-Equivalent positions. Should this ceiling be exceeded in any Academic Year, the matter will be referred to the Joint Committee to explore and mutually agree on methods of restoring this balance.

16.4.4 Continuing faculty:

16.4.4.1 May hold the Rank of Lecturer, Assistant Professor, Associate Professor or Professor;

16.4.4.2 Are Partial-Load, with a partial Workload from one course up to and including 50% of Maximum-Load;

16.4.4.3 Are hired on contracts of up to 5 years (renewable); and

16.4.4.4 Are subject to the same ongoing Performance Reviews as

Tenured faculty and, in particular, prior to any renewal of contract.

16.4.5 Continuing faculty are intended to augment, rather than replace, Tenured faculty. Continuing faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, but must also meet specific requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Continuing faculty do have a long-term employee/employer relationship with the University and therefore receive the same paid vacation and access to benefits, pension, and Professional Development as Tenured faculty (all pro-rated for Partial-Load). The 15 Maximum-Load-Equivalent ceiling on Continuing faculty is intended to ensure that the bulk of the University's curriculum is delivered by a core of Tenured faculty, who have made a strong professional commitment to the University as reflected in a Workload of 50% or more.

16.4.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.5 Probationary Appointment

16.5.1 "Probationary" faculty are working towards Tenured status and fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

16.5.2 Probationary faculty:

16.5.2.1 May be Maximum-Load or Partial-Load;

- 16.5.2.2 May hold the Rank of Assistant Professor, Associate Professor or Professor;
- 16.5.2.3 Appointments shall normally be 5 years, and may be waived or reduced if warranted by the candidate's rank and experience; and
- 16.5.2.4 Are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.

16.5.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.6 Tenured Appointment

16.6.1 Tenure signifies the right of a faculty member to permanency of appointment which may be terminated only through:

16.6.1.1 Resignation

16.6.1.2 Retirement

16.6.1.3 Reasons of financial exigency or curricular necessity as provided for under Article 16.5.4

16.6.1.4 Dismissal for just cause as provided under Article 7.1.2

16.6.2 "Tenured" faculty have successfully completed a Probationary period and, through a Peer Review process, have been awarded Tenured status. Tenured faculty fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

16.6.3 Tenured faculty:

16.6.3.1 May be Maximum-Load or Partial-Load;

16.6.3.2 May hold the Rank of Assistant Professor, Associate Professor or

Professor; and

16.6.3.3 Are subject to triennial Performance Reviews, with a comprehensive Peer Review every 5 years, unless extended by approved Leaves.

16.6.4 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

ARTICLE 17 DEFINITION OF FACULTY RANKS

17.1 Sessional Instructor

17.1.1 Sessional “Instructors” have the following qualifications:

17.1.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee; and

17.1.1.2 Relevant professional practice/experience.

17.2 Lecturer

17.2.1 “Lecturers” may be:

17.2.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;

17.2.1.2 Increasing their teaching experience at a post-secondary level; or

17.2.1.3 Focusing on teaching rather than professional practice/research.

17.2.2 Lecturers may apply for the Rank of Assistant Professor after a minimum of 3 years as a Lecturer or at such time as they have completed their terminal degree (or equivalent), with the decision made via Peer Review (subject to Appeal).

17.3 Assistant Professor

17.3.1 “Assistant Professors” have the following qualifications:

- 17.3.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
- 17.3.1.2 Minimum of 2 years relevant teaching experience at the post-secondary level (or equivalent); and
- 17.3.1.3 Relevant professional practice/experience.

17.3.2 Assistant Professors may apply for the Rank of Associate Professor after a minimum of 3 years as an Assistant Professor, with the decision made via Peer Review (subject to Appeal).

17.4 Associate Professor

17.4.1 “Associate Professors” have the following qualifications:

- 17.4.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
- 17.4.1.2 Minimum of 5 years relevant teaching experience, at the post-secondary level, as an Assistant Professor (or equivalent);
- 17.4.1.3 Record of high quality professional practice/scholarly activity; and
- 17.4.1.4 Record of committed Service in a post-secondary institution.

17.4.2 Associate Professors may apply for the Rank of Professor after a minimum of 3 years as an Associate Professor, with the decision made via Peer Review (subject to Appeal).

17.4.3 Length of service neither automatically entitles a faculty member to, nor excludes a faculty member from, the Rank of Associate Professor.

17.5 Professor

17.5.1 In addition to Associate Professor qualifications, “Professors” must have the following:

17.5.1.1 Exceptional and sustained background in teaching and professional practice/scholarly activity; and

17.5.1.2 Major regional, national and/or international recognition.

17.5.2 Length of service neither automatically entitles a faculty member to, nor excludes a faculty member from, the Rank of Professor.

ARTICLE 18 DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR FACULTY (EXCLUDING SESSIONAL FACULTY)

18.1 Partial-Load Continuing Faculty

18.1.1 “Partial-Load” Continuing faculty may carry a Workload from one course up to but not including 50% of Maximum-Load, which includes Teaching & Teaching-Related Duties, Professional Practice/Research, and Service.

18.2 Partial-Load Teaching-Intensive Stream, CLTA, Probationary and Tenured Faculty

18.2.1 “Partial-Load” Teaching-Intensive Stream faculty carry a partial Workload which is not less than 20% of Maximum-Load, and which includes Teaching & Teaching-Related Duties and Service and which may include Professional Practice/Research in accordance with article 27.4.2

18.2.2 “Partial-Load” CLTA, Probationary and Tenured faculty carry a partial Workload which is not less than 50% of Maximum-Load, and which includes Teaching & Teaching-Related Duties, Professional Practice/Research, and Service.

18.3 Maximum-Load Teaching-Intensive Stream, CLTA, Probationary and Tenured Faculty

18.3.1 “Maximum-Load” Teaching-Intensive Stream, CLTA, Probationary and Tenured faculty carry a full Workload, which includes Teaching & Teaching-Related Duties, Professional Practice/Research (in the case of Teaching-Intensive Stream, if applicable) and Service.

ARTICLE 19 FACULTY COMPENSATION

19.1 Sessional Instructor

19.1.1 Sessional Instructor compensation includes:

- 19.1.1.1 Effective July 1, 2016, a per-course Pay Scale with 4 distinct steps for Studio and 3 distinct steps for Liberal Arts & Sciences (see **Appendix C**), placement on which reflects experience and career achievement;
- 19.1.1.2 Effective July 1, 2018, a per-course Pay Scale (see **Appendix C**), with placement on 4 levels, which reflects experience and career achievement;
- 19.1.1.3 Effective July 1, 2019, a per-course Pay Scale (see **Appendix C**), with placement on 3 levels, which reflects experience and career achievement;
- 19.1.1.4 4% pay in lieu of vacation;
- 19.1.1.5 7% pay in lieu of benefits; and
- 19.1.1.6 No access to pension, Professional Development funding or Sabbaticals.

19.2 Teaching-Intensive Stream

19.2.1 Teaching-Intensive Stream faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee’s Workload percentage of Maximum-Load) includes:

- 19.2.1.1 Salary on the Lecturer or Assistant Professor Pay Scale (see

Appendix C);

- 19.2.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.2.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (continuous years of Teaching-Intensive Stream appointment), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.2.1.4 4 weeks per year paid vacation;
- 19.2.1.5 Access to full benefits;
- 19.2.1.6 Access to full pension contributions after one (1) year; and
- 19.2.1.7 No access to Professional Development funding or Sabbaticals.

19.3 CLTA Faculty

19.3.1 CLTA faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee's Workload percentage of Maximum-Load) includes:

- 19.3.1.1 Salary on the Lecturer, Assistant Professor, Associate Professor or Professor CLTA Pay Scale (see **Appendix C**);
- 19.3.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.3.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (continuous years of CLTA appointment), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.3.1.4 4 weeks per year paid vacation;
- 19.3.1.5 Access to full benefits;

- 19.3.1.6 Access to full pension contributions after one (1) year; and
- 19.3.1.7 No access to Professional Development funding or Sabbaticals.

19.4 Continuing Faculty

19.4.1 Continuing faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee's Workload percentage of Maximum-Load) includes:

- 19.4.1.1 Salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
- 19.4.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.4.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (years of service), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.4.1.4 4-6 weeks per year paid vacation, based on years of service;
- 19.4.1.5 Access to full benefits;
- 19.4.1.6 Access to full pension contributions after one (1) year; and
- 19.4.1.7 Access to Professional Development funding, except Sabbaticals.

19.5 Probationary and Tenured Faculty

19.5.1 Probationary and Tenured faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee's Workload percentage of Maximum-Load) includes:

- 19.5.1.1 Salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
- 19.5.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;

- 19.5.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (years of service), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.5.1.4 4-6 weeks per year paid vacation, based on years of service;
- 19.5.1.5 Access to full benefits;
- 19.5.1.6 Access to full pension contributions after one (1) year; and
- 19.5.1.7 Access to Professional Development funding and Sabbaticals.

19.6 Overload Rate

19.6.1 The teaching of a credit course beyond the faculty member's regular Workload in any Academic Year shall be defined as overload teaching unless such additional teaching is assigned as part of normal load in lieu of some component of the faculty member's non-teaching duties. Faculty have no guarantee of overload teaching, and it shall not form part of their regular Workload.

19.6.2 Such overload teaching shall be compensated in accordance with the overload rate, which is equivalent to that set out in **Appendix C** for level S2 for Studio Sessional faculty and level L2 for Liberal Arts & Sciences Sessional faculty. Effective July 1, 2018, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses3. Effective July 1, 2019, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses2.

19.7 Benefits and Pension Plans

19.7.1 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty shall be provided with benefits coverage, including medical, dental, life, accidental death and dismemberment and long-term disability

insurance, as well as the opportunity to participate in the University's pension plan, as outlined in **Appendix C**. The University will endeavour to provide current information regarding details of benefits and pension plans to faculty in a timely manner.

19.7.2 The provision of benefits coverage is not to be construed as a guarantee of specific coverage and eligibility, which is established by the terms and conditions of the various insurance policies held. The University's obligation under this Article is limited to making the policies available and paying the premiums as set out in **Appendix C**.

19.7.3 The University reserves the right to change carriers as and when necessary, provided that there shall be no change or reduction in the level of benefits and pension plan coverage, except with the mutual agreement of the Parties.

19.8 Sick Leave

19.8.1 Sick Leave

19.8.1.1 Sick leave refers to occasional absence due to illness, injury, or for medical appointments that prevent the faculty member from performing his/her duties.

19.8.1.2 A faculty member shall inform his/her Associate Dean or designate of sick leave promptly and shall provide an estimate of its duration. The faculty member will be required by the Associate Dean or designate to provide satisfactory proof of illness or disability for any absence of more than seven (7) calendar days. This requirement may be waived at the discretion of the University. Such proof shall be in the form of a medical certificate from a duly qualified medical practitioner.

Notwithstanding this provision, the Associate Dean or designate may, at his/her discretion, require the faculty member to provide a medical certificate for a period of absence of seven (7) calendar days or less.

19.8.2 Short-term Disability

- 19.8.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization that prevent the faculty member from performing his/her duties. Faculty qualify for short-term disability as of the first (1st) day of hospitalization or accident or the eighth (8th) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.

- 19.8.2.2 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.

- 19.8.2.3 For those enrolled in the group benefits plan at the time of illness, the University shall continue to pay its portion of benefits premiums for short-term disability up to seventeen weeks, with contributions to the University's pension plan adjusted according to salary.

19.8.2.4 In the event the absence extends beyond seventeen weeks, payment of regular salary and the payment of benefits premiums shall cease and application should be made for benefits under the Long-term Disability plan. Individuals may choose to continue benefit coverage beyond the seventeen-week short-term disability period by paying the full cost of such premiums.

19.9 Maternity and Parental Leave

19.9.1 Maternity Leave

- 19.9.1.1 Unpaid maternity leave is available to members of faculty as provided in the *Employment Standards Act* for a total of 17 weeks.
- 19.9.1.2 Faculty members seeking maternity leave must provide a medical certificate to support their request, and shall provide the Associate Dean or designate and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 19.9.1.3 Effective July 1, 2017, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity

leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks; insofar that such a top-up is permitted under the applicable Employment Insurance rules. For Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave and Sabbatical eligibility is not affected.

19.9.2 Parental Leave

19.9.2.1 Unpaid parental leave is available to faculty members as provided in the *Employment Standards Act* for a total of 35 weeks for the birth mother who has taken maternity leave and 37 weeks for all other parents. Parental leave may begin for the birth mother as soon as the maternity leave ends and for the other new parents no later than 52 weeks after the baby is born or the date their child first came into their care, custody or control.

19.9.3 Benefits while on Maternity and Parental Leave

19.9.3.1 A faculty member planning to maintain their benefits while on maternity or parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the faculty member gives the University written notice that he/she chooses not to pay the employee's share of the premium cost of any benefit during a period of the maternity or parental leave, the University will not be required to continue its share of the premium cost and the benefit will be discontinued. A faculty

member may choose to pre-pay their premiums prior to taking the leave.

19.9.3.2 Years of Service shall continue during the maternity or parental leave.

19.10 Paternity Leave

19.10.1 Paid paternity leave for a period of 3 working days is available to members of Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty. Extensions for compassionate reasons may be considered.

19.11 Bereavement, Compassionate Care and Personal Emergency Leave

19.11.1 Bereavement Leave

19.11.1.1 In the event of the death of a faculty member's Spouse (includes common-law spouse and same sex partner), Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild, the employee will be granted up to one (1) week leave of absence without loss of regular pay for the purposes of bereavement. It is understood that the faculty member shall not receive payment for absence on a day or days on which he/she would not otherwise have worked. Additional leave may be granted at the University's discretion upon submission of a request to his/her Associate Dean or designate.

19.11.1.2 In the event of the death of a faculty member's close friend or any other relative, the faculty member will be granted one (1) day leave of absence with pay for the purposes of bereavement. It is understood that in some circumstances one (1) day will be

insufficient and additional leave may be granted at the University's discretion upon submission of a request to the Associate Dean or designate.

19.11.1.3 In cases where there has been a death that affects the faculty member, bereavement leave without pay for a period of up to three (3) days may be granted at the University's discretion upon submission of a request to his/her Associate Dean or designate.

19.11.1.4 Approval of bereavement leave shall not be unreasonably withheld.

19.11.2 Compassionate Care Leave

19.11.2.1 In accordance with the Employment Standards Act, the University agrees to grant a leave of absence without pay for up to eight (8) weeks to a faculty member to provide compassionate care and support to an immediate family member with a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Such immediate family members shall be defined as the faculty member's: Spouse (includes common-law spouse and same-sex partner), Parent, Step-Parent, Foster Parent; or the Child, Step-Child, or Foster Child of the employee or his/her Spouse. A medical certificate from a duly qualified medical practitioner shall be required to substantiate such leave. Faculty members should provide their Associate Dean or designate with as much advance notice as is practicable regarding a request for compassionate care leave.

19.11.2.2 Approval of compassionate leave shall not be unreasonably withheld.

19.11.3 Personal Emergency Leave

19.11.3.1 In accordance with the Employment Standards Act, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to a faculty member because of a personal illness, injury or medical emergency, or the death, illness, injury or medical or other emergency of a family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or his/her Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee of his/her Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event a faculty member takes any part of a day as personal emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Faculty members should provide their Associate Dean or designate with as much advance notice as is practicable regarding a request for personal emergency leave.

19.12 Legal leave

19.12.1 The University shall grant leave of absence with pay to a member of faculty who is called to serve as a juror or a witness in a court of law in a matter in which he/she is not a party or an accused.

ARTICLE 20 DEFINITION OF FACULTY RESPONSIBILITIES

20.1 Faculty Responsibilities

20.1.1 The primary responsibility of faculty is the pursuit, production and transfer

of knowledge and understanding through an appropriate combination of Teaching & Teaching-Related Responsibilities, Professional Practice/Research, and Service. The workload of the faculty member at the University involves a synergized output and balanced contributions within the following three areas of engagement as assigned by the Dean of Faculty or designate in consultation with faculty and in consideration of individual faculty expertise and University needs.

20.2 Teaching & Teaching-Related Responsibilities

20.2.1 Teaching & Teaching Related Responsibilities are essential to the role of a faculty member as a university educator committed to the delivery of curriculum, which includes curricular development, innovation, and refinement that ensures student learning and academic success. A faculty member's "Teaching & Teaching-Related responsibilities" may include but are not limited to the following:

- 20.2.1.1 Course development, including research of current subject matter and literature, and consideration of appropriate teaching and learning methodologies;
- 20.2.1.2 Course preparation, including organization of teaching and learning materials, other resources, visiting lecturers, etc.;
- 20.2.1.3 Course delivery, including distribution of course outline, classroom/studio contact hours, course-related student advising, and grading/evaluation;
- 20.2.1.4 Student supervision and advising re graduate committees, and undergraduate thesis courses, field study and self-directed study;
- 20.2.1.5 Writing letters of reference;
- 20.2.1.6 Participation in Home Faculty (see definition, Article 23.12) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students;

- 20.2.1.7 Studio supervision, where relevant, including teaching, modeling and enforcing proper health & safety procedures, liaison with Studio Manager and Technicians, and supervision of class assistants and student monitors;
- 20.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety; participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.9 Participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.10 Supervision, where relevant, of Teaching Assistants;
- 20.2.1.11 Upgrading of teaching skills and appropriate use of learning technologies;

- 20.2.1.12 Upgrading meeting academic and curricular requirements and deadlines; and
- 20.2.1.13 Preparing and submitting Annual Reports (except in the case of Sessional faculty)

20.3 Professional Practice/Research

20.3.1 The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and growth of the Faculty member within her or his chosen discipline and to support the University's profile, its mission, and its research initiatives, including art and/or design practice which leads to the production of new knowledge that is shared within a wide community of peers. A faculty member's "Professional Practice/Research" may include, but is, not limited to, the following:

- 20.3.1.1 Art and/or design practice;
- 20.3.1.2 Original research, writing, publication and scholarship;
- 20.3.1.3 Public and commercial exhibition/presentation/performance

- /media activity and other forms of dissemination;
- 20.3.1.4 Curating and criticism;
- 20.3.1.5 Delivering guest/special lectures, participating in conferences, etc.;
- 20.3.1.6 Teaching at other institutions;
- 20.3.1.7 Active participation with professional bodies and other relevant organizations;
- 20.3.1.8 Serving on external boards, juries, committees, or as a thesis or program adviser;
- 20.3.1.9 Consulting work relating to the art, design, education, private, corporate or government sectors; and
- 20.3.1.10 Maintaining currency as a professional art/design practitioner and/or academic researcher.

20.4 Service

20.4.1 Service to the University defines the role of a faculty member as an active participant in building the University community and promoting the quality of student life and University culture. A faculty member's "Service" responsibilities may include but are not limited to the following:

- 20.4.1.1 Committee work, including curriculum and new course development, the Board of Governors, Senate and related committees, and other standing and ad hoc committees;
- 20.4.1.2 Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from Home Faculty and program meetings to cross-appointed faculty from other Home Faculties;
- 20.4.1.3 Admission interviews and portfolio review;
- 20.4.1.4 Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events;

- 20.4.1.5 General student advising, advising student groups, and advising students, re. special projects;
- 20.4.1.6 Mentoring of junior and/or Sessional faculty;
- 20.4.1.7 Serving on Committees with Faculty Representation;
- 20.4.1.8 Assisting with University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador;
- 20.4.1.9 OCADFA service;
- 20.4.1.10 Special assignments and administrative responsibilities;
- 20.4.1.11 Assisting with resource and facility development, including Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD U Gallery, etc.;
- 20.4.1.12 Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser; and

- 20.4.1.13 Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.

20.5 Conflict of Commitment

20.5.1 Faculty members have the right to engage in outside activities, provided that such activities are arranged so as not to conflict or interfere with the faculty member's commitment to the University. Further, activities of a substantial or continuing nature must be recorded in the faculty member's Annual Report.

20.5.2 It is the responsibility of faculty to be alert to the possible effects of their external activities on their obligations to the University. In the event that participation in such external activities conflicts with their obligations to the University, the faculty member must discuss the matter with their Associate Dean. A written summary of the discussion, and the agreement reached to

by both parties, shall be kept on file.

ARTICLE 21 FACULTY PROFESSIONAL DEVELOPMENT

21.1 Definition

21.1.1 “Professional Development” for faculty includes Sabbaticals, as well as special-purpose funding provided by the University to enable faculty to pursue professional growth and upgrading.

21.2 Purpose

21.2.1 The purpose of Professional Development is:

- 21.2.1.1 To support faculty in their pursuit of new professional skills within their specific art and/or design discipline;
- 21.2.1.2 To enhance their expertise and effectiveness as educators;
- 21.2.1.3 To support and encourage their research and professional practice as scholars and/or art or design practitioners, in relation to their responsibilities at the University; and/or
- 21.2.1.4 To assist the University in meeting its educational and institutional mandate.

21.2.2 In addition, the specific purpose of Sabbaticals is:

- 21.2.2.1 To enable faculty to devote an extended period of time to cultural production, research work or similar endeavours; and/or
- 21.2.2.2 To acquire relevant experience in areas related to their specialization, with the objective of enabling faculty members to make their Teaching activities more complete and/or more appropriate to the curricular needs of the University; however, except by mutual consent of the University and the faculty member, there shall be no expectation of the faculty member on sabbatical to develop new courses.

21.3 Professional Development Proposals

21.3.1 Written proposals for Professional Development, including Sabbaticals, shall include the following:

21.3.1.1 A statement regarding years of service and a summary of the faculty member's professional activities and dates of prior Professional Development activities, including Sabbaticals, if any;

21.3.1.2 A proposal that identifies the creative or scholarly purposes and activities of the proposed Professional Development, including Sabbaticals, its potential benefit to the faculty member and to OCAD U, and the anticipated outcome of the proposed activities;

21.3.1.3 A budget outlining the associated costs; and

21.3.1.4 Other relevant information, which may include letters of support.

21.4 Professional Development Funding, excluding Sabbaticals

21.4.1 Each Continuing, Probationary and Tenured faculty shall be entitled to be reimbursed for up to \$1,000.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Continuing, Probationary and Tenured faculty who are not full-time.

21.4.2 Eligible expenses under this Program shall be:

21.4.2.1 Equipment and/or materials related to professional/scholarly practice;

21.4.2.2 Travel to a professionally related conference or seminar;

21.4.2.3 Books, magazines, computer software, scholarly journals, and technical materials or publications; or

21.4.2.4 Professional memberships and course fees.

21.5 Professional Development Eligibility, Excluding Sabbaticals

21.5.1 All Continuing, Probationary and Tenured faculty are eligible to apply for

Professional Development Funding.

21.5.2 Sessional, Teaching-Intensive Stream, CLTA faculty are not eligible to apply for Professional Development Funding.

21.6 Sabbatical Funding

21.6.1 Sabbatical salaries consist of 80 percent of the faculty's base salary. Such calculation shall include salary from teaching, course release, and administrative stipends. Sabbaticals may be granted each Academic Year by the Professional Development Committee in accordance with the criteria outlined in Article 21.8.2, with total sabbatical salaries not to exceed in any Academic Year a maximum amount calculated as follows: C2 salary x 80% x 7 Maximum-Load faculty (or the equivalent number of Partial-Load). Unused Sabbatical funds, if any, shall be carried forward to the following Academic Year, to a maximum of \$50,000

21.6.2 In the event that a Sabbatical Appeal as outlined in Article 21.10 is successful and the associated costs exceed the remaining Sabbatical Funds for that Academic Year, such costs may be charged against the Sabbatical Funds for the following Academic Year.

21.6.3 Once approval is granted for a half-year or full-year Sabbatical, its scheduling is determined by mutual agreement of the faculty member and the Dean of Faculty. In the event a sabbatical application is found to be meritorious but is not approved due to insufficient funds, such application may be resubmitted the following year and will be given priority consideration.

21.7 Sabbatical Eligibility

21.7.1 Tenured faculty are eligible to apply for Sabbaticals if they have:

21.7.1.1 Served as Probationary or Tenured faculty for a minimum of 6

years since joining the University

21.7.1.2 Served as Tenured faculty for a minimum of 6 years since their last full-year Sabbatical, or

21.7.1.3 Served as Tenured faculty for a minimum of 3 years since their last half-year Sabbatical.

21.7.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing and Probationary faculty are not eligible for Sabbaticals. However, years served as Probationary faculty and/or years credited towards Sabbatical at the point of hire are included as part of the Sabbatical qualifying period for Tenured faculty.

21.7.3 Leaves are not included as part of the Sabbatical qualifying period.

21.8 Professional Development Decisions

21.8.1 Applications for Professional Development, including Sabbaticals, are reviewed by a “Professional Development Committee”, consisting of the following:

21.8.1.1 Vice-President, Academic, or designate (Chair, non-voting);

21.8.1.2 All Deans of Faculty; and

21.8.1.3 2 faculty selected by the Chair from each Faculty’s Faculty Representatives (for a total of 6), who are not under consideration that year for Professional Development including Sabbaticals;

21.8.2 In making decisions to grant, defer, or deny Professional Development, including Sabbaticals, the Professional Development Committee bases its decisions on:

21.8.2.1 The content and quality of each proposal;

21.8.2.2 The merits of each proposal and its relevance to the faculty

- member's Teaching duties and Professional Practice/Research;
- 21.8.2.3 The relevance of each proposal to the University's educational objectives;
- 21.8.2.4 Recommendations regarding Professional Development arising from faculty's Performance Reviews;
- 21.8.2.5 Faculty members' previous Professional Development opportunities, including prior Sabbaticals (if any), which may include reports on accomplishments during such prior Professional Development;
- 21.8.2.6 Faculty members' years of Service;
- 21.8.2.7 Faculty members' record of Service; and
- 21.8.2.8 The cost of the proposal within the context of available funds, except in the case of Sabbaticals.

21.8.3 The Chair of the Professional Development Committee will notify the faculty member of the Committee's decision, in writing, and will make every effort to do so within 14 calendar days following the relevant Committee meeting.

21.8.4 For Sabbatical proposals, the Chair's letter will include, in addition to the Committee's decision, an assessment from the Committee of the proposal and/or recommendations for applying in a subsequent year.

21.9 Appeal of Professional Development Decisions, Excluding Sabbaticals

21.9.1 Faculty whose requests for Professional Development, excluding Sabbaticals, that are unsuccessful may submit a "Request for Professional Development Appeal" to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the faculty member wishes to appeal.

21.9.2 The Professional Development Committee will reconsider its decision and

provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

21.10 Appeal of Sabbatical Decisions

21.10.1 Faculty who disagree with a Professional Development Committee decision concerning awarding of a Sabbatical may submit a “Request for Sabbatical Appeal” to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the faculty member wishes to appeal.

21.10.2 The Vice-President, Academic (or designate) will investigate the Professional Development Committee’s decision-making process and, within 10 business days of receipt of the Request for Sabbatical Appeal, make a determination to:

21.10.2.1 Reject the Appeal in writing; or

21.10.2.2 Instruct the Committee to reconsider its decision.

21.10.3 If the Vice-President, Academic (or designate) instructs the Committee to reconsider its decision, the Committee must do so within 21 calendar days and report back to the President (or designate).

21.10.4 Within 14 calendar days of the reconsidered Committee decision, the Vice-President Academic (or designate) renders a Final Decision.

ARTICLE 22 FACULTY REPRESENTATIVES

22.1 Selection of Faculty Representatives

22.1.1 Probationary, Tenured, Continuing, CLTA and, Teaching-Intensive Stream faculty are eligible to serve on Committees with Faculty Representation (except where specifically prohibited under this Agreement) including but

not limited to the following:

- 22.1.1.1 Search;
- 22.1.1.2 Appointment;
- 22.1.1.3 Peer Review;
- 22.1.1.4 Peer Review Appeal;
- 22.1.1.5 Performance Review; and
- 22.1.1.6 Professional Development.

22.1.2 Each Dean oversees an election process at the commencement of each Academic Year and/or as required in order to select faculty to serve on Committees with Faculty Representation. Such faculty shall be elected from among Probationary, Tenured and Continuing, CLTA and Teaching-Intensive Stream faculty members by a majority of votes of Probationary, Tenured, Continuing, CLTA and Teaching-Intensive Stream faculty in the relevant Faculty.

22.1.3 Faculty may serve on Committees with Faculty Representation for terms of up to three consecutive years, with positions staggered to ensure continuity.

22.1.4 All faculty serving on Committees with Faculty Representation shall, at the commencement of such Committee service, receive training and guidance on best practices, University policy, and labour law regarding recruitment, selection and employment equity, as required and in consultation with OCADFA.

22.2 Operation of Committees with Faculty Representation

22.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate

representation and expertise from the relevant discipline(s).

22.2.2 Given the important role of Committees with Faculty Representation, members are expected to make every effort to attend all meetings. A meeting shall not proceed without Quorum.

22.2.3 Whenever possible, Committee with Faculty Representation decisions are achieved by consensus. However, in the event that a vote is required, the Chair shall vote only in order to break a tie.

22.3 Confidentiality

22.3.1 By participating on Committees with Faculty Representation, each member agrees to respect the immediate and ongoing confidentiality of the process, and to identify to the Chair any perceived or actual Conflict of Interest as soon as it arises.

ARTICLE 23 FACULTY APPOINTMENT AND ASSIGNMENT PROCESS

23.1 Approval of Faculty Complement, Including Existing and New Faculty Positions

23.1.1 Each Dean of Faculty recommends to the Vice-President, Academic the “Faculty Complement” for the following Academic Year, including new faculty positions required within her/his Faculty (Sessional, Teaching-Intensive Stream, CLTA, Continuing and Tenured) as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load. This normally takes place on or before November 1 of each year.

23.1.2 In developing these recommendations, the Dean of Faculty shall consult with other Deans of Faculty and with her/his Faculty’s Associate Dean(s) and faculty, and forward recommendations to the Senate, taking into account the following factors:

- 23.1.2.1 Current and desired balances with respect to Tenured and Continuing vs. Sessional, and Maximum-Load vs. Partial-Load faculty;
- 23.1.2.2 Expertise required;
- 23.1.2.3 Short-term and long-term curricular objectives;
- 23.1.2.4 Amount of new curriculum development required;
- 23.1.2.5 Anticipated changes to the current Faculty Complement, including Leaves of Absence, Sabbaticals and retirements; and
- 23.1.2.6 Anticipated availability of financial resources.

23.1.3 The Vice-President, Academic reviews the Deans of Faculty's recommendations in light of the University's educational goals, and consults with the Vice-President, Administration with respect to financial and labour implications. Once approval from the Vice-President, Academic is obtained, the Dean of Faculty proceeds with the necessary searches and appointments in consultation with Human Resources.

23.2 Assignment Process for Current Continuing, Probationary and Tenured Faculty

23.2.1 In order for the Deans of Faculty to plan Course Load and Workload Assignments for the following Academic Year, faculty who wish to request Sabbaticals, Leaves of Absence, or changes in Partial-Load/Maximum-Load status, must provide timely notice as follows:

- 23.2.1.1 **Sabbaticals:** The Office of the Vice-President, Academic will notify faculty in writing of their eligibility to apply for a Sabbatical, and will make every effort to do so by August 1 (i.e. 11 months in advance of the commencement of the sabbatical). Tenured faculty who wish to apply for a full or partial Sabbatical must

submit a completed Application for Sabbatical form to the Dean of Faculty, with a copy to the Vice-President, Academic by no later than September 1 (10 months in advance of the commencement of the sabbatical).

23.2.1.2 **Leaves of Absence:** Faculty who wish to apply for a full or partial Leave of Absence for the following Academic Year must notify the Dean of Faculty in writing no later than October 15. Approval of Leave of Absence requests shall not be unreasonably withheld. Requests received after October 15 are considered only under exceptional circumstances, and are accommodated only if practicable. A Leave of Absence is normally granted for a maximum of 1 Academic Year. Faculty whose requests for Leaves of Absence are unsuccessful may discuss their concerns with the Dean of Faculty. In the event a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination. Wherever applicable, a Leave of Absence shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act (i.e. Personal Emergency Leave)

23.2.1.3 **Change of Workload:** Partial-Load faculty who seek to permanently or temporarily increase their Workload for the following year, and Maximum-Load faculty who seek to permanently or temporarily decrease their Workload for the following year, must notify the Dean of Faculty in writing no later than October 15. Temporary Workload increases shall be paid the overload rate in accordance with Article 19.6. In making a determination regarding faculty requests for Change of Workload, the Dean of Faculty considers the existing Faculty Complement as

well as the faculty member's expertise and qualifications within the context of current and/or future curricular needs.

23.2.1.4 **Retirement:** Faculty who plan to retire from the University the following Academic Year must notify the Dean of Faculty in writing no later than October 15, unless otherwise agreed by the Employer.

23.2.2 In consultation with other Deans of Faculty and, where relevant, Associate Dean(s), each Dean of Faculty prepares Course Load and Workload assignments for the coming year. In the event of significant changes to teaching assignments and scheduling, particular emphasis is placed on timely consultation with individual faculty directly affected. The Dean of Faculty will make every effort to notify faculty no later than January 15 of their teaching assignment for the following Academic Year.

23.2.3 Faculty who disagree with their Course Load and/or Workload assignments for the following year may discuss their concerns with the Dean of Faculty. In the event that a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic who will make a determination.

23.3 Hiring of Sessional Faculty

23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Associate Dean of Faculty no later than February 1. The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.

23.3.2 The appointment process for new Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising conducted as appropriate.

23.3.3 Sessional appointments are determined by a "Sessional Faculty Appointments Committee", consisting of the following:

23.3.3.1 Associate Dean of Faculty, or designate (Chair, non-voting);

23.3.3.2 2 Tenured faculty selected in accordance with Article 22.1; and

23.3.3.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.3.4 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews.

23.3.5 The Chair checks professional references for new Sessional faculty appointments prior to hiring, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.

23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

23.3.7 The Committee's recommendation is forwarded by the Chair to the Dean of Faculty for approval.

23.3.8 Offers of employment to new Sessional faculty include the following information:

23.3.8.1 Home Faculty;

23.3.8.2 Courses to be taught; and

23.3.8.3 Starting salary.

23.3.9 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than one week prior to the scheduled first day of class, the instructor will receive a payment of one week's salary for fall/winter courses (pro-rated accordingly for summer) in order to compensate for preparation time.

23.3.10 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Associate Dean or designate may appoint a Sessional replacement for up to one academic year only.

23.4 Internal Applicants for Sessional Faculty Positions

23.4.1 Academic staff may apply for Sessional faculty positions when they become available provided that the new appointment does not conflict with their current work schedule, and shall be considered along with all other applicants.

23.4.2 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Sessional positions when they become available, and shall be considered along with all other applicants. Teaching-Intensive Stream faculty and CLTA faculty, if successful, shall be obliged to relinquish their current positions. Continuing, Probationary and Tenured

faculty, if successful, shall be paid the overload rate in accordance with Article 19.6.

23.5 Hiring of Teaching-Intensive Stream Faculty

23.5.1 Current Teaching-Intensive Stream faculty who seek to be re-appointed for the Academic Year following expiry of their current appointment must indicate their interest in writing to the Dean of Faculty no later than October 15.

23.5.2 The appointment process for Teaching-Intensive Stream faculty is conducted by the Dean of Faculty, or designate.

23.5.3 All Teaching-Intensive Stream positions must be posted internally, as well as advertised locally at a minimum. All applicants are considered under the same criteria and procedure.

23.5.4 Teaching-Intensive Stream faculty appointments are determined by a 'Teaching-Intensive Stream Faculty Appointment Committee' consisting of the following:

23.5.4.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);

23.5.4.2 2 Tenured faculty selected in accordance with Article 22.1; and

23.5.4.3 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.5.5 All applications received for Teaching-Intensive Stream positions must be reviewed by the Committee. Normally the committee interviews all short-listed candidates.

- 23.5.6 The Chair checks professional references for all new Teaching-Intensive Stream appointments and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.
- 23.5.7 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.5.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.5.9 Offers of employment to new Teaching-Intensive Stream faculty include the following information:
- 23.5.9.1 Home Faculty;
 - 23.5.9.2 Rank;
 - 23.5.9.3 Percentage of Maximum-Load; and
 - 23.5.9.4 Starting salary.
 - 23.5.9.5 Whether Professional Practice/Research is assigned in accordance with article 27.4.2
- 23.5.10 Teaching-Intensive Stream appointments are subject to reduction or cancellation due to enrolment. In the event that Teaching-Intensive Stream appointment is reduced or cancelled, the faculty member will receive a payment of six weeks' salary per course reduced. Efforts will be made to maintain Teaching-Intensive Stream contracts as offered.
- 23.5.11 In the event of a resignation, termination or approved leave less than three

months prior to the scheduled start of class, the Dean or designate may appoint a Teaching-Intensive Stream faculty.

23.6 Internal Applicants for Teaching-Stream Faculty Positions

23.6.1 Academic staff and faculty may apply for Teaching-Intensive Stream faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions

23.7 Hiring of CLTA Faculty

23.7.1 Current CLTA faculty who seek to be re-appointed for the following Academic Year, must indicate their interest in writing to the Dean of Faculty no later than October 15.

23.7.2 The appointment process for CLTA faculty is conducted by the Dean of Faculty, or designate. Advertising may be conducted at her/his discretion.

23.7.3 CLTA faculty appointments are determined by a “CLTA Faculty Appointment Committee,” consisting of the following:

23.7.3.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);

23.7.3.2 2 Tenured faculty selected in accordance with Article 22.1; and

23.7.3.3 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.7.4 All applications received for CLTA faculty positions must be reviewed by the Committee. Normally the Committee interviews all short-listed candidates; however, the Committee may decide to waive the interview requirement.

- 23.7.5 The Chair checks professional references for all new CLTA appointments and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.
- 23.7.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.7.7 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.7.8 Offers of employment to new CLTA faculty include the following information:
- 23.7.8.1 Home Faculty;
 - 23.7.8.2 Rank;
 - 23.7.8.3 Percentage of Maximum-Load; and
 - 23.7.8.4 Starting salary.
- 23.7.9 CLTA appointments are subject to reduction or cancellation due to enrolment. In the event that a CLTA appointment is reduced or cancelled, the instructor will receive a payment of six week's salary per course reduced. Efforts will be made to maintain CLTA contracts as offered.
- 23.7.10 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Dean or designate may appoint a CLTA replacement for up to one academic year only.

23.8 Internal Applicants for CLTA Faculty Positions

23.8.1 Academic staff may apply for CLTA faculty positions when they become available, and shall be considered along with all other applicants.

However, successful applicants shall be obliged to relinquish their current positions.

23.8.2 Sessional and Teaching-Intensive Stream faculty may apply for CLTA faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

23.8.3 Continuing, Probationary and Tenured faculty who are Partial-Load may apply for Partial-Load CLTA faculty positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload, does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Continuing, Probationary and Tenured faculty who are Partial-Load, and who seek to temporarily increase their Workload are, however, encouraged to do so as provided in Article 23.2.1.3.

23.9 Hiring of New Continuing Faculty

23.9.1 The hiring process for new Continuing faculty is conducted by the Dean of Faculty (or designate). In conjunction with Human Resources, the Dean of Faculty prepares a search plan for each Continuing faculty position approved, including a position description and membership of the Search Committee. The Dean of Faculty then convenes a meeting of the Search Committee to determine appropriate advertising venues and search procedure to be followed, and incorporates these items into the search plan.

23.9.2 OCADFA is notified of all Continuing faculty vacancies and is provided with a copy of relevant position descriptions.

23.9.3 A “Continuing Faculty Search Committee” consists of the following:

23.9.3.1 Dean of Faculty, or designate (Chair, non-voting);

23.9.3.2 Associate Dean (or designate);

23.9.3.3 2 Tenured faculty selected in accordance with Article 22.1;

23.9.3.4 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.9.4 All Continuing faculty positions must be posted internally, as well as advertised locally at a minimum. All applicants are considered under the same criteria and procedure.

23.9.5 The Committee shortlists applicants, conducts interviews, ranks candidates and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

23.9.6 The Chair (or designate) shall check professional references for the final candidate(s), and convey the results to the Committee. For Continuing faculty seeking re-appointment, the Committee reviews the applicant’s previous Performance Reviews.

23.9.7 Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

23.9.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.

23.9.9 Offers of employment to new Continuing faculty include the following information:

23.9.9.1 Home Faculty;

23.9.9.2 Rank;

23.9.9.3 Percentage of Maximum-Load; and

23.9.9.4 Starting salary.

23.10 Internal Applicants for Continuing Faculty Positions

23.10.1 Academic staff may apply for Continuing faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

23.10.2 Sessional, Teaching-Intensive Stream, and CLTA faculty may apply for Continuing faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

23.10.3 Probationary and Tenured faculty, whether Partial-Load or Maximum-Load, may apply for Continuing faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

23.11 Hiring of New Tenured Faculty

23.11.1 The hiring process for new Tenured faculty is conducted by the Dean of Faculty (or designate). In conjunction with Human Resources, the Dean of

Faculty prepares a search plan for each Tenured faculty position approved, including a position description and membership of the Search Committee. The Dean of Faculty then convenes a meeting of the Search Committee to determine appropriate advertising venues and search procedure to be followed, and incorporates these items into the search plan.

23.11.2 OCADFA is notified of all Tenured faculty vacancies and is provided with a copy of relevant position descriptions.

23.11.3 A “Tenured Faculty Search Committee” consists of the following:

23.11.3.1 Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);

23.11.3.2 Associate Dean, or designate (voting);

23.11.3.3 2 Tenured faculty selected in accordance with Article 22.1;

23.11.3.4 1 student representative from the Home Faculty selected by the Chair (voting); and

23.11.3.5 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.11.4 All Tenured faculty positions must be posted internally, as well as advertised nationally at a minimum. All applicants are considered under the same criteria and procedure.

23.11.5 The Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

23.11.6 The Chair (or designate) shall check a minimum of 3 professional references for the final candidate(s), and convey the results to the Committee.

23.11.7 Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.

23.11.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.

23.11.9 Offers of employment to new Tenured faculty include the following information:

23.11.9.1 Home Faculty;

23.11.9.2 Rank;

23.11.9.3 Percentage of Maximum-Load;

23.11.9.4 Starting salary; and

23.11.9.5 Probationary term as outlined in Article 16.4.

23.12 Internal Applicants for Tenured Faculty Positions

23.12.1 Academic staff may apply for Tenured faculty positions when they become available, and shall be considered along with all other applicants.

However, successful applicants shall be obliged to relinquish their current positions.

23.12.2 Sessional, Teaching-Intensive Stream, CLTA, and Continuing faculty may apply for Tenured faculty positions when they become available, and shall be considered along with all other applicants. However, successful

applicants shall be obliged to relinquish their current positions.

23.12.3 Probationary and Tenured faculty who are Partial-Load may apply for Partial-Load Tenured faculty positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload, does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Probationary and Tenured faculty who are Partial-Load, and who seek to permanently increase their Workload are, however, encouraged to do so as provided in Article 23.2.1.3.

23.13 Training of New Faculty

23.13.1 All new faculty, including Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured, are required to undergo reasonable and appropriate orientation and/or teacher education workshops, according to individual needs, as mutually determined by the faculty member and the Dean of Faculty, as part of his/her Teaching and Teaching-Related responsibilities, prior to working in this capacity at the University. Participation in health and safety, WHMIS, and first aid training, as specified by the Office of Safety & Security Services, is mandatory for all new faculty.

23.14 Home Faculty and Cross-Appointments

23.14.1 At time of hiring, all Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are assigned to a Home Faculty, reflecting the program(s) in which all or most of the faculty member's Course Load will occur.

23.14.2 Faculty are supervised by the Dean of their Home Faculty and liaise with the Dean and/or Associate Deans of that Faculty for purposes of Workload

assignments including Undergraduate and Graduate Teaching, Performance Review, applications for promotion, requests for change in Partial-Load/Maximum-Load status, etc.

23.14.3 In the case of faculty who are cross-appointed to other Faculties, the Dean of Faculty consults with other relevant Deans of Faculty and/or Associate Deans in preparing Workload assignments and Service obligations, and in developing recommendations to the Vice-President, Academic regarding Faculty Complement for the following Academic Year. In terms of Workload assignments and Service obligations, the Deans of Faculty will consider the particular circumstances of cross-appointed faculty.

23.14.4 If, over time, a faculty member's proportion of Course Load shifts from one Faculty to another, she/he may be re-assigned to another Home Faculty by the Dean of Faculty, in consultation with other relevant Dean(s) of Faculty, and with the approval of the Vice-President, Academic.

23.14.5 Faculty who are cross-appointed in relatively equal proportions to more than 1 Faculty may request a change of Home Faculty by writing to the Vice-President, Academic, who will make a determination.

23.14.6 Faculty are expected to attend all Faculty or program meetings within their Home Faculty and to assist the cross-appointed Faculty Representatives by communicating information from these meetings to cross-appointed faculty from other Home Faculties.

23.15 Years of Service

23.15.1 Years of Service are calculated for Continuing, Probationary and Tenured faculty on the basis of years of continuous service, with one year awarded per year of active employment. For the purposes of this calculation,

sabbatical leaves are included, whereas full-year leaves of absence are not. Years of Service are not calculated for Sessional faculty, Teaching-Intensive Stream faculty, or CLTA faculty.

23.15.2 In each Faculty, annual committee and course assignments shall be made available to all Faculty Members by February 15th of the current academic year.

ARTICLE 24 FACULTY REVIEW AND PROMOTION

24.1 Procedure for Promotion of Rank

24.1.1 Lecturers, Assistant Professors, Associate Professors are eligible to apply for promotion to the next Rank after a minimum of 3 years at their current Rank at OCAD U.

24.1.2 Candidates for promotion of Rank must submit an application in writing to the Dean of Faculty, no later than October 1 for promotion in the following Academic Year.

24.1.3 Candidates who are unsuccessful in applying for promotion of Rank may re-apply after a minimum of 2 years.

24.1.4 See Standards of Performance for Academic Ranks, attached as **Appendix B**.

24.2 Annual Reports

24.2.1 All faculty shall submit each Academic Year an “Annual Report” which summarizes the faculty member’s contributions and accomplishments in Teaching & Teaching-Related Responsibilities (as outlined in Article 20.2).

In the case of Teaching-Intensive Stream faculty, the Annual Report shall also include contributions and accomplishments in Service (as outlined in Article 20.4) and in Professional Practice/Research, if applicable. In the case of CLTA, Probationary, Continuing and Tenured faculty, the Annual Report shall also include contributions and accomplishments in Professional Practice/Research and Service (as outlined in Articles 20.3 and 20.4). Receipt of such reports will be confirmed by the appropriate Home Faculty office.

24.2.2 Sessional faculty: For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments, student evaluations, course outlines, any other teaching materials, and any classroom visits conducted will be assessed to ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities.

24.3 Performance Reviews

24.3.1 Performance Reviews are conducted (as outlined in Articles 24.3.4 and 24.3.5) in order to review and assess overall performance, ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable) and Service, and to make recommendations to the Dean of Faculty regarding career progress and merit progress increments (as defined in Article 24.3.6).

24.3.2 Each non-sessional faculty member shall be reviewed every three years, unless otherwise specified.

24.3.3 Career progress increments shall be awarded to all non-sessional faculty

members of all ranks who are not at the ceiling of that rank.

24.3.4 Each non-sessional faculty member shall submit materials required for Performance Review no later than January 31st of the year in which he/she is to be reviewed.

24.3.5 Materials are reviewed by the Performance Review Committee of each Faculty, which comprises:

24.3.5.1 The appropriate Associate Dean of Faculty (or designate); and

24.3.5.2 2 faculty members elected by a quorum (=50% +1) of the total Tenured faculty members in the relevant Faculty or, in the event a quorum does not respond, two faculty members selected by the Dean of Faculty from the Faculty's tenured faculty members.

24.3.6 The Performance Review Committee shall recommend career and merit progress increments based on each faculty member's performance review, which shall apply for the three academic years following the review:

	PERFORMANCE	CAREER/MERIT	CAREER/MERIT	CAREER/MERIT
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	REVIEW OUTCOMES	PROGRESS INCREMENTS (First Year Following Review)	PROGRESS INCREMENTS (Second Year Following Review)	PROGRESS INCREMENTS (Third Year Following Review)
CAREER PROGRESS	Meets basic expectations	0.5	0.5	0.5
	Fully meets expectations	1.0	1.0	1.0
MERIT PROGRESS	Exceeds expectations	1.5	1.5	1.5
	Significantly exceeds expectations	2.0	2.0	2.0

24.3.6.1 Career/Merit Progress Increments represent the average of the above four possible outcomes as applied to each of the three areas of Performance Review: Teaching and Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable) and Service, pro-rated accordingly (as per Article 27.4) and rounded to the nearest half step.

Example: A faculty member is assessed as follows:

Teaching	1.0 x 40% = 0.40
Practice/Research	0.5 x 40% = 0.20
Service	2.0 x 20% = 0.40
	1.00

Career/Merit Progress Increment for the 1st, 2nd and 3rd year following the review = 1.0

24.3.6.2 Career/Merit Progress Increments represent the number of step increases on the faculty salary pay scale.

24.3.7 In the event the Performance Review Committee finds a faculty member does not meet basic expectations, the Committee shall refer the matter to the Dean of Faculty for disciplinary action.

24.3.7.1 “Basic Expectations” shall include the following:

- Submitting Annual Report;
- Submitting course outlines to Faculty Office prior to start of semester;
- Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;
- Reporting any absences and make-up arrangements to the Faculty Office;
- Submitting all grades on time.

24.3.8 Faculty members who are at the ceiling of their rank are not entitled to

Career Progress Increments except through application for promotion or, in the case of full professors, through application for a merit increment.

24.3.8.1 Merit increments for full professors are determined by the regular triennial review process. An assessment of 1.5 steps will result in a one merit step increase in the 1st, 2nd, and 3rd year following the review. An assessment of 2 steps will result in 2 merit step increases in the 1st, 2nd, and 3rd year following the review. An assessment of 0.5 or 1 steps will result in no merit step increases.

24.3.9 The recommendations resulting from all Performance Reviews shall be submitted to the University Performance Review Committee (comprising the Vice-President, Academic and the three Deans of Faculty) no later than April 1st for review and final approval. This Committee shall be responsible for maintaining consistent standards across the University.

24.3.10 All awarded Career/Merit Progress Increments shall be effective July 1st of the Review Year.

24.3.11 The total number of steps awarded (Career/Merit Progress Increments) shall not exceed 1.2 times the number of faculty members eligible for career progress increments.

24.3.12 The results of the Performance Review shall normally be communicated to the faculty member in writing no later than May 1st of the review year and shall include an overall assessment of his/her strengths and/or recommendations for improvement.

24.3.13 A faculty member who disagrees with the Performance Review and/or its recommendations may discuss his/her concerns with the Associate Dean.

In the event that a satisfactory resolution is not found, the faculty member may appeal the matter in writing to the Dean of Faculty, who will make a determination.

24.4 Peer Review

24.4.1 A “Peer Review” is conducted (as outlined in Articles 24.4.2 and 24.4.3) in order to assess overall performance and make recommendations for the following purposes:

24.4.1.1 **Probationary faculty:** For Probationary faculty, a Peer Review is conducted to recommend conferral of Tenure status, and promotion of Rank if warranted. If a Probationary faculty member fails to achieve Tenure as a result of Peer Review, his/her employment will continue only to the end of the following academic year at his/her current salary rate;

24.4.1.2 **Continuing and Tenured faculty:** For Continuing and Tenured faculty, a Peer Review is conducted to recommend promotion of Rank.

24.4.2 Probationary, Continuing and Tenured faculty will submit materials required for Peer Review which, in combination with previous Annual Reports and Performance Reviews, will be reviewed by the “Peer Review Committee”.

The Peer Review Committee consists of the following:

24.4.2.1 Dean of Faculty, or designate appointed by the Vice-President, Academic (Chair, non-voting except in the case of a tie);

24.4.2.2 Associate Dean of Faculty, or designate (voting);

24.4.2.3 2 faculty members selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate (voting); and

24.4.2.4 Up to 1 additional faculty member who may be added at the discretion of the Committee, for diversity and/or specific expertise

(voting).

24.4.3 In cases of Tenure and of Promotion of Rank to Full Professor, the chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate's achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates' contribution in the area of professional practice/research, and shall be provided with the relevant sections of **Appendix B** to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic (Chair, voting), the Chair of Senate, and a faculty member of Senate normally holding the rank of Full Professor. The recommendations of the University Peer Review Committee shall then be subject to approval by the President and the Board of Governors.

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5).

24.5 Peer Review Appeal

24.5.1 “Peer Review Appeal” provides a mechanism to review decisions made via Peer Review which result in:

24.5.1.1 **Probationary faculty:** For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.5.1.2 **Continuing faculty:** For Continuing faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank;

24.5.1.3 **Tenured faculty:** For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” to Human Resources within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

24.5.3 A “Peer Review Appeal Committee” consists of the following:

24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting);

24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic;

24.5.3.3 2 faculty selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and

24.5.3.4 1 Tenured faculty member selected by the candidate.

24.5.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by Human Resources, and to communicate the Committee’s decision in writing to the faculty member in a timely manner.

24.5.5 A grievance challenging the decision of the Peer Review Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of this

Agreement, only to the extent that:

- 24.5.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;
- 24.5.5.2 There has been Bias or motive on the part of a committee member;
- 24.5.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or
- 24.5.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the standards applied since ratification.

ARTICLE 25 FACULTY CALENDAR OF COMMITMENT (EXCLUDING SESSIONAL AND TEACHING-INTENSIVE STREAM FACULTY)

25.1 Partial-Load CLTA, Continuing, Probationary and Tenured Faculty

- 25.1.1 Partial-Load CLTA, Continuing, Probationary and Tenured faculty normally have 2 Teaching Terms and 1 Practice/Research Term per Academic Year.
- 25.1.2 Teaching Workload is normally distributed evenly between the 2 Teaching Terms.
- 25.1.3 By mutual consent of the faculty member and the Dean of Faculty, up to the full Teaching Workload could occur in 1 Term, provided that the total Teaching Workload per Term does not exceed Maximum-Load.
- 25.1.4 The Practice/Research Term includes Vacation time and a limited amount of Service.
- 25.1.5 In exceptional circumstances (i.e. when agreed to be of benefit to both the university and the faculty), and by mutual consent of the University and the faculty member, a Partial-Load faculty member's annual Teaching Workload may be distributed over all 3 Terms.

25.2 Maximum-Load CLTA, Probationary and Tenured Faculty

- 25.2.1 Maximum-Load CLTA, Probationary and Tenured faculty have 2 Teaching Terms and 1 Practice/Research Term per Academic Year.
- 25.2.2 Teaching Workload is normally distributed evenly between the 2 Teaching Terms.
- 25.2.3 By mutual consent of the faculty member and the Dean of Faculty, a larger percentage of Teaching Workload may occur in 1 Term, provided that the total Teaching Workload per Academic Year does not exceed Maximum-Load
- 25.2.4 The Practice/Research Term includes Vacation time and a limited amount of Service.
- 25.2.5 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the faculty), and by mutual consent of the University and the faculty member, annual Teaching Workload may be distributed over all 3 Terms.

ARTICLE 26 FACULTY COURSE LOAD (EXCLUDING SESSIONAL FACULTY) PRO-RATED FOR PARTIAL-LOAD

26.1 Definition of Course Load

26.1.1 The "Course Load" (averaged over the academic year) required of Maximum-Load faculty per Term is normally 12 student contact hours per week for Studio courses (15 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). Individual course loads may vary as assignment by the Dean of Faculty or designate. Such course load assignment will be made in consultation with individual faculty in consideration of all areas of faculty responsibility as they contribute to the University and its mission.

26.1.1.1 Effective July 1, 2008, the course load required of Maximum

Load faculty per term is normally 13.5 student contact hours per week for Studio courses (averaged over the academic year), and 9 student contact hours per week for Liberal Arts & Sciences courses. Effective July 1, 2009, the course load required of Maximum Load faculty per term is normally 12 student contact hours per week for Studio courses (averaged over the academic year), and 7.5 student contact hours per week for Liberal Arts & Sciences courses. It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.2 Effective July 1, 2015, the “Course load” (averaged over the academic year) required of Maximum Load faculty per term is normally 10.5 student contact hours per week for Studio courses (15 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.3 Effective July 1, 2017, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 10.5 student contact hours per week for Studio courses (13.5 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is

understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.4 Effective July 1, 2018, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 9 student contact hours per week for Studio courses (12 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.5 Effective June 30, 2019, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments and 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.2 Course Load may include course-release time for special projects or assignments.

26.2 Distribution of Course Load

26.2.1 Determination of specific Course Load in any Term will be based on a fair and equitable distribution of faculty responsibilities, taking into consideration the following factors

26.2.1.1 Class size and total student load;

26.2.1.2 Course levels;

26.2.1.3 Nature of the course (including method of measuring learning outcomes);

26.2.1.4 Mode of delivery;

26.2.1.5 Course-related responsibilities (e.g. tutorial direction, thesis supervision, supervision of Teaching Assistants, grading responsibilities, course preparation);

26.2.1.6 Whether or not courses are new;

26.2.1.7 Number of different courses per Term (vs. multiple sections of the same course);

26.2.1.8 Other unusual expectations re. Service (e.g. special projects or assignments); and

26.2.1.9 Cross-appointments with other Faculties.

26.2.2 Faculty (except in the case of Teaching-Intensive Stream faculty) normally teach a maximum of 2 classes per day, scheduled with a minimum of 12 hours between classes on consecutive days. Teaching-Intensive Stream faculty normally teach a maximum of six (6) hours per day.

26.2.3 While the necessity to provide suitable scheduling and breadth of academic offerings may require year to year course changes, the Deans of Faculty shall make every effort to ensure that these changes are reasonable, and to distribute them equitably.

26.3 Disagreement with Course Load

26.3.1 Faculty who disagree with their Course Load assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

26.3.2 There shall be no expectation of faculty to use Sabbaticals for purposes of developing new courses, and new courses will not normally be assigned for the first term following a sabbaticant’s return.

ARTICLE 27 FACULTY WORK LOAD (EXCLUDING SESSIONAL FACULTY) PRO-RATED FOR PARTIAL-LOAD

27.1 Definition of Workload

27.1.1 “Workload” includes a combination of Teaching & Teaching-Related Duties, Professional Practice/Research (in the case of Teaching-Intensive Stream faculty, if applicable) and Service.

27.2 Teaching Term Workload (excluding Teaching-Intensive Stream faculty)

27.2.1 A “Teaching Term” normally consists of:

- 27.2.1.1 Teaching & Teaching-Related Duties,
- 27.2.1.2 Practice/Research, Service 14 weeks
- 27.2.1.3 Teaching-Related Duties; Practice/Research, Service 3 weeks
- 27.2.1.4 Total 17 weeks

27.2.2 In each Teaching Term, Workload is based on a full-time commitment for 17 weeks, with the following approximate breakdown:

- 27.2.2.1 Teaching & Teaching-Related Duties 60%

27.2.2.2	Practice/Research	20%
27.2.2.3	Service	20%
27.2.2.4	Total	100%

27.2.3 While acknowledging the difficulty of scheduling meetings and other Service-related activities at times mutually agreeable to all participants, every effort is made to ensure that Teaching & Teaching-Related Duties and Service are confined to 4 days per week.

27.2.4 With permission from the Dean of Faculty or Vice-President, Academic, faculty may receive course-release time during a Teaching Term, in order to pursue special projects or assignments.

27.3 Practice/Research Term Workload (excluding Teaching-Intensive Stream faculty)

27.3.1 A "Practice/Research Term" normally consists of:

27.3.1.1	Practice/Research (plus limited Service)	11 -13 weeks
27.3.1.2	Vacation (based on years of service)	4 - 6 weeks
27.3.1.3	Total	17 weeks

27.3.2 During a Practice/Research Term, faculty are expected to provide 55-65 hours of Service (based on 11-13 wks x 5 hrs/wk).

27.3.3 With permission from the Dean of Faculty or Vice-President, Academic, faculty may perform the Service component of their Practice/Research Term during the previous or subsequent Teaching Terms, in order to travel and/or devote themselves to intensive projects.

27.4 Academic Year Workload

27.4.1 For Teaching-Intensive Stream faculty, in addition to 4 weeks paid

vacation, the normative full Academic Year normally consists of:

27.4.1.1	Teaching & Teaching-Related Duties	70%
27.4.1.2	Service	30%
27.4.1.3	Total	100%

27.4.2 An individual in receipt of an offer of a Teaching-Intensive Stream appointment who is actively engaged in a program of Professional Practice/Research may request that the Dean of Faculty make an assignment by contract of 10% Practice/Research and 20% Service.

27.4.3 Teaching-Intensive Stream faculty's Service responsibilities are subject to approval by the Dean of Faculty (or designate).

27.4.4 For CLTA, Continuing, Probationary and Tenured faculty, in addition to 4-6 weeks paid vacation, a normative full Academic Year normally consists of:

27.4.4.1	Teaching & Teaching-Related Duties	40%
27.4.4.2	Practice/Research	40%
27.4.4.3	Service	20%
27.4.4.4	Total	100%

27.5 Disagreement with Workload

27.5.1 Faculty who disagree with their Workload assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

Issues and Definitions Applying to Academic Staff

ARTICLE 28 SUMMARY OF ACADEMIC STAFF APPOINTMENTS

28.1 Types of Appointments

28.1.1 All Technicians and Academic Counsellors shall have one of the following appointments:

28.1.1.1 Contract;

28.1.1.2 Probationary; or

28.1.1.3 Permanent.

28.2 Partial-Load and Maximum-Load

28.2.1 All Technicians and Academic Counsellors shall be either:

28.2.1.1 Partial-Load; or

28.2.1.2 Maximum-Load.

28.3 Teaching Assistant

28.3.1 All Teaching Assistants shall have the following appointment:

28.3.1.1 Contract.

ARTICLE 29 DEFINITION OF ACADEMIC STAFF APPOINTMENTS

29.1 Technician and Academic Counsellor - Contract Appointment

29.1.1 "Contract" Technicians and "Contract" Academic Counsellors are hired on a fixed-term contract, based on a specified number of weeks, and specified hours per week up to and including 35.

29.1.2 Contract Technicians and Contract Academic Counsellors:

29.1.2.1 Have no job security beyond the current contract; and

29.1.2.2 Are subject to Performance Review prior to any renewal of contract

29.1.2.3 Are normally not renewable beyond 3 years.

29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the academic staff member), and by mutual consent of the University and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.

29.1.4 In each Academic Year, a maximum of 30% of technician and academic counsellor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.

29.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.2 Technician and Academic Counsellor - Probationary Appointment

29.2.1 "Probationary" Technicians and Academic Counsellors are working towards tenured status.

29.2.2 Probationary Technicians and Academic Counsellors:

29.2.2.1 May be Maximum-Load or Partial-Load;

29.2.2.2 Are hired for a maximum of 1 year (if Maximum-Load) or 2 years (if Partial-Load), unless extended by approved Leaves, after which the appointment must be terminated or become Tenured; and

29.2.2.3 Are subject to Performance Reviews after 1 year and/or Peer

Review prior to awarding of Permanent status.

29.2.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.3 Technician and Academic Counsellor - Permanent Appointment

29.3.1 "Permanent" Technicians and Academic Counsellors have successfully completed a Probationary period and, through a Peer Review process, have been awarded Permanent status.

29.3.2 Permanent Technicians and Academic Counsellors:

29.3.2.1 May be Maximum-Load or Partial-Load;

29.3.2.2 Are subject to annual Performance Reviews, with comprehensive Peer Reviews every 5 years, unless extended by approved Leaves; and

29.3.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.4 Teaching Assistant - Contract Appointment

29.4.1 All Teaching Assistantships shall fall into one of the following categories:

29.4.1.1 Teaching Assistant I (Undergraduate Research Assistant), with responsibilities outlined in Article 37.4.2

29.4.1.2 Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.4.1.1 and 37.4.1.4 only;

29.4.1.3 Teaching Assistant III (Tutorial Leader), with responsibilities as outlined in Articles 37.4.1.1 to 37.4.1.5 and Articles 37.4.1.7 to

37.4.1.8; or

29.4.1.4 Teaching Assistant IV (Tutorial Leader), with responsibilities including all of 37.4.1.

29.4.1.5 Teaching Assistant V (Graduate Research Assistant), with responsibilities as outlined in Article 37.4.2

29.4.2 Teaching Assistants are hired on fixed-term annual contracts, based on a specified number of hours per Term as determined by the Dean, Associate Dean and/or supervising faculty member based on the particular needs and format of the course or research project, and set out in writing in advance of the appointment.

29.4.3 Teaching Assistants:

29.4.3.1 Have no job security beyond the current contract;

29.4.3.2 Are subject to Performance Review prior to any renewal of contract; and

29.4.3.3 Are normally not renewable beyond 3 years.

29.4.4 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the Teaching Assistant), a Teaching Assistant who is not a graduate student may be renewed beyond the initial 3 years, subject to approval by the Dean of Faculty or designate.

29.4.5 Teaching Assistants are intended to assist, rather than replace, faculty in the delivery of curriculum or carrying out research activities. Because Teaching Assistants are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Teaching Assistants, and to

ensure that increased expectations for Teaching Assistants are not made beyond those outlined in Article 37.4.

29.4.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or termination of contract for enrolment funding or other operational reasons. In the event his/her appointment is cancelled, a Teaching Assistant will receive a payment of one week's salary.

29.5 Externally Funded Academic Counsellors

29.5.1 "Externally funded" Academic Counsellors are probationary or permanent Academic Counsellors as defined above in Articles 29.2 or 29.3, where more than 40% of the salary of the appointee is paid from a funding source external to the University, and not from the University's operating budget. Notwithstanding those Articles, should the funding for such an appointment cease, the appointment shall terminate at the end of the academic year. Such termination shall not be characterized as dismissal as a result of Performance Review, or dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Redundancy as defined in this agreement.

ARTICLE 30 DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR ACADEMIC STAFF (EXCLUDING TEACHING ASSISTANTS)

30.1 Maximum-Load

30.1.1 Maximum-Load Technicians and Academic Counsellors carry a full Workload of 35 hours per week, 52 weeks per year

30.2 Partial-Load

30.2.1 Partial-Load Technicians and Academic Counsellors carry a partial Workload which is fewer than 35 hours per week and/or fewer than 52

weeks per year.

ARTICLE 31 ACADEMIC STAFF COMPENSATION

31.1 Technician and Academic Counsellor - Contract Appointment

31.1.1 Contract Technician and Contract Academic Counsellor compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes:

- 31.1.1.1 Salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.1.1.2 Placement on this Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 31.1.1.3 4% pay in lieu of vacation;
- 31.1.1.4 6% pay in lieu of benefits; and
- 31.1.1.5 No access to pension or Professional Development.

31.2 Technician and Academic Counsellor - Probationary Appointment

31.2.1 Probationary Technician and Probationary Academic Counsellor compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes:

- 31.2.1.1 Salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.2.1.2 Placement on the Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 31.2.1.3 3 weeks per year paid vacation, based on years of service;
- 31.2.1.4 Access to full benefits;
- 31.2.1.5 Access to full pension contributions after one (1) year; and
- 31.2.1.6 Access to Professional Development funding.

31.2.2 Probationary Technicians and Probationary Academic Counsellors may elect to continue enrollment in the University's insured benefit plans (with

the exception of Long-term disability benefits) for up to four (4) months following layoff by the University, provided the employee continues to pay his/her portion of the premium costs.

31.3 Technician and Academic Counsellor - Permanent Appointment

- 31.3.1.1 Permanent Technician and Academic Counsellor Compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes: Salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.3.1.1 Progress on the Pay Scale reflects a combination of annual incremental steps based on Career Progress (years of service), and discretionary incremental steps based on Merit Progress;
- 31.3.1.2 3-6 weeks per year paid vacation, based on years of service;
- 31.3.1.3 Access to full benefits;
- 31.3.1.4 Access to full pension contributions after one (1) year; and
- 31.3.1.5 Access to Professional Development funding.

31.3.2 Permanent Technicians and Permanent Academic Counsellors may elect to continue enrollment in the University's insured benefit plans (with the exception of Long-term disability benefits) for up to four (4) months following layoff by the University, provided the employee continues to pay his/her portion of the premium costs.

31.4 Teaching Assistant - Contract Appointment

31.4.1 Teaching Assistant compensation includes:

- 31.4.1.1 Hourly pay at the appropriate Teaching Assistant Pay rate (see **Appendix D**);
- 31.4.1.2 4% pay in lieu of vacation;
- 31.4.1.3 6% pay in lieu of benefits; and
- 31.4.1.4 No access to pension or Professional Development funding.

31.5 Benefits and Pension Plans

31.5.1 Probationary and Permanent Technicians and Academic Counsellors shall be provided with benefits coverage, including medical, dental, life, accidental death and dismemberment and long-term disability insurance, as well as the opportunity to participate in the University's pension plan, as outlined in **Appendix D**.

31.5.2 The provision of benefits coverage is not to be construed as a guarantee of specific coverage and eligibility, which is established by the terms and conditions of the various policies held. The University's obligation under this Article is limited to making the policies available and paying the premiums as set out in **Appendix D**.

31.5.3 The University reserves the right to change carriers as and when necessary, provided that there shall be no change in the level of benefits and pension plan coverage, except with the mutual agreement of the Parties.

31.6 Sick Leave

31.6.1 Sick Leave

31.6.1.1 Sick leave refers to occasional absence due to illness, injury, or for medical appointments that prevent the academic staff member from performing his/her duties.

31.6.1.2 An academic staff member shall inform his/her Supervisor or designate of sick leave promptly, and shall provide an estimate of its duration. The academic staff member will be required by the Supervisor or designate to provide satisfactory proof of illness or disability for any absence of more than seven (7)

calendar days. This requirement may be waived at the discretion of the university. Such proof shall be in the form of a medical certificate from a duly qualified medical practitioner. Notwithstanding this provision, the Supervisor or designate may, at his/her discretion, require the academic staff member to provide a medical certificate for a period of absence of seven (7) calendar days or less.

31.6.2 Short-term Disability

- 31.6.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization that prevent the academic staff member from performing his/her duties. Academic staff qualify for short-term disability as of the first (1st) day of hospitalization or accident or the eighth (8th) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.

- 31.6.2.2 Permanent and Probationary Technicians, and Permanent and Probationary Academic Counsellors who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.

- 31.6.2.3 For those enrolled in the group benefits plan at the time of illness, the University shall continue to pay its portion of benefits

premiums for short-term disability up to seventeen weeks, with contributions to the University's pension plan adjusted according to salary.

31.6.2.4 In the event the absence extends beyond seventeen weeks, payment of regular salary and the payment of benefits premiums shall cease and application should be made for benefits under the Long-term Disability plan. Individuals may choose to continue benefit coverage beyond the seventeen-week short-term disability period by paying the full cost of such premiums.

31.6.3 Occasional Sick Leave

31.6.3.1 Technicians and Academic Counsellors who have completed their probationary period are entitled to up to ten days off with pay per annum (pro-rated for less than Maximum-Load) when they are unable to attend work for medical reasons. They shall accumulate ten (10) sick leave credits per year of active employment (pro-rated for less than Maximum-Load) to be used for this purpose. Such credits are not accrued beyond the current academic year.

31.6.4 Leave for Care of Dependent

31.6.4.1 Technicians and Academic Counsellors who have completed their probationary period are entitled to up to five (5) days per annum off with pay (pro-rated for less than Maximum-Load) when an employee is unable to attend work due to the serious illness or incapacity of a dependent person living in the employee's home. Such time shall be deducted from the employee's annual sick leave credits.

31.7 Maternity and Parental Leave

31.7.1 Maternity Leave

- 31.7.1.1 Unpaid maternity leave is available to all members of academic staff as provided in the *Employment Standards Act* for a total of 17 weeks.
- 31.7.1.2 Academic staff seeking maternity leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A member of academic staff who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 31.7.1.3 Effective July 1, 2017, Probationary and Permanent Technicians on maternity leave and Probationary and Permanent Academic Counsellors on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top-up is permitted under the applicable Employment Insurance rules. Probationary and Permanent Technicians and Academic Counsellors on maternity leave, who qualify for employment insurance maternity benefits are eligible for 2 weeks at full pay and fifteen weeks at 90% of salary, less the amount of such maternity benefits. For Probationary and Permanent Technicians and Academic

Counsellors taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.

31.7.2 Parental Leave

31.7.2.1 Unpaid parental leave is available to academic staff as provided in the *Employment Standards Act* for a total of 35 weeks for the birth mother who has taken maternity leave and 37 weeks for all other parents. Parental leave may begin for the birth mother as soon as the maternity leave ends and for the other new parents no later than 52 weeks after the baby is born or the date their child first came into their care, custody or control.

31.7.3 Benefits while on Maternity and Parental Leave

31.7.3.1 Academic staff planning to maintain their benefits while on maternity or parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the academic staff gives the University written notice that he/she chooses not to pay the employee's share of the premium cost of any benefit during a period, the University will not be required to continue its share of the premium cost and the benefit will be discontinued. Academic staff may choose to pre-pay their premiums prior to taking the leave.

31.7.3.2 Years of Service shall continue during the maternity or parental leave.

31.8 Paternity Leave

31.8.1 Paid paternity leave for a period of 3 working days is available to members of Probationary and Permanent Technicians and Academic Counsellors. Extensions for compassionate reasons may be considered.

31.9 Bereavement, Compassionate Care and Personal Emergency Leave

31.9.1 Bereavement Leave

31.9.1.1 In the event of the death of a Probationary and Permanent academic staff member's Spouse (includes common-law spouse and same-sex partner), Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild, the employee will be granted up to one (1) week leave of absence without loss of regular pay for the purposes of bereavement. It is understood that an academic staff member shall not receive payment for absence on a day or days on which the employee would not otherwise have worked. Additional leave may be granted at the University's discretion upon submission of a request to the academic staff member's Supervisor.

31.9.1.2 In the event of the death of a Probationary and Permanent academic staff member's close friend or any other relative, the employee will be granted one (1) day leave of absence with pay for the purposes of bereavement. It is understood that in some circumstances one (1) day will be insufficient and additional leave may be granted at the University's discretion upon submission of a request to the employee's Supervisor.

31.9.1.3 Leave without pay for a period of up to three (3) days may be granted at the University's discretion upon submission of a request to the employee's Supervisor.

31.9.1.4 Approval of bereavement leave shall not be unreasonably withheld.

31.9.2 Compassionate Care Leave

31.9.2.1 In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to eight (8) weeks to an academic staff member to provide compassionate care and support to an immediate family member with a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Such immediate family members shall be defined as the faculty member's: Spouse (includes common-law spouse and same-sex partner), Parent, Step-Parent, Foster Parent; or the Child, Step-Child, or Foster Child of the employee or his/her Spouse. A medical certificate from a duly qualified medical practitioner shall be required to substantiate such leave. Academic staff members should provide their Supervisor with as much advance notice as is practicable regarding a request for compassionate care leave.

31.9.2.2 Approval of compassionate leave shall not be unreasonably withheld.

31.9.3 Personal Emergency Leave

31.9.3.1 In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to an academic staff member because of a personal illness, injury or medical emergency, or the death, illness, injury or medical or other emergency of a

family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or his/her Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee or his/her Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event of an academic staff member takes any part of a day as personal emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Academic staff members should provide their Supervisor with as much advance notice as is practicable regarding a request for personal emergency leave.

31.10 Legal Leave

31.10.1 The University shall grant leave of absence with pay to a member of academic staff who is called to serve as a juror or a witness in a court of law in a matter in which he/she is not a party or an accused.

ARTICLE 32 ACADEMIC STAFF PROFESSIONAL DEVELOPMENT

32.1 Definition

32.1.1 Professional Development refers to special-purpose funding provided by the University to enable academic staff to pursue professional growth and upgrading.

32.1.2 Academic staff are not eligible for Sabbaticals.

32.2 Purpose

32.2.1 The purpose of Professional Development is:

- 32.2.1.1 To support academic staff in their pursuit of new skills or knowledge within their specific professional discipline, in relation to their responsibilities at the University; and/or
- 32.2.1.2 To assist the University in meeting its educational and institutional mandate.

32.3 Professional Development Proposals

32.3.1 Written proposals for Professional Development shall include the following:

- 32.3.1.1 A statement regarding years of service and a summary of the academic staff member's professional activities and dates of prior Professional Development activities;
- 32.3.1.2 A proposal that identifies the purposes and activities of the proposed Professional Development, its potential benefit to the academic staff member and to OCAD U, and the anticipated outcome of the proposed activities;
- 32.3.1.3 A budget outlining the associated costs; and
- 32.3.1.4 Other relevant information, which may include letters of support.

32.4 Professional Development Funding

32.4.1 Funding available for academic staff Professional Development is determined by the university on an annual basis, acknowledging that Professional Development of academic staff is an important investment in the University's future, but also recognizing the existence of external financial pressures over which the university may have no control.

32.4.2 Effective July 1, 2017, each Probationary and Permanent academic staff shall be entitled to be reimbursed for up to \$500.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Probationary and Permanent academic staff who are not Maximum-load.

32.5 Professional Development Eligibility

32.5.1 Probationary and Permanent academic staff are eligible to apply for Professional Development Funding.

32.5.2 Contract academic staff are not eligible to apply for Professional Development Funding.

32.6 Professional Development Decisions

32.6.1 Applications for Professional Development are reviewed by a “Professional Development Committee”, consisting of the following:

- 32.6.1.1 Vice-President, Academic, or designate (Chair, non-voting); and
- 32.6.1.2 1 academic staff Supervisor, and 2 academic staff members who are not under consideration that year for Professional Development;

32.6.2 In making decisions to grant, defer, or deny Professional Development, the Supervisor and Vice-President, Academic base their decisions on:

- 32.6.2.1 The content and quality of each proposal;
- 32.6.2.2 The merits of each proposal and its relevance to the academic staff member’s duties at the University;
- 32.6.2.3 The relevance of each proposal to the University’s educational objectives;
- 32.6.2.4 Recommendations regarding Professional Development arising from academic staff member’s Performance Reviews;

- 32.6.2.5 Previous Professional Development opportunities;
- 32.6.2.6 Academic staff members' years of service; and
- 32.6.2.7 The cost of the proposal within the context of available funds

32.6.3 The Vice-President, Academic will make every effort to notify the academic staff member, in writing, of the decision in a timely manner.

32.7 Appeal of Professional Development Decisions

32.7.1 Academic staff whose requests for Professional Development are unsuccessful may submit a "Request for Professional Development Appeal" to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the academic staff member wishes to appeal.

32.7.2 The Vice-President, Academic will reconsider the decision, and provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

ARTICLE 33 ACADEMIC STAFF FACULTY REPRESENTATIVES

33.1 Selection of Faculty Representatives

33.1.1 In recognition that academic staff members meet the needs of faculty by supporting the delivery of OCAD U's credit curriculum, faculty who have been elected to serve as Faculty Representatives are, when appropriate, also asked to serve on Academic Staff Committees with Faculty Representation.

33.1.2 All academic staff members, as well as elected Faculty Representatives, form a pool which is drawn upon for membership of specific Academic Staff "Committees with Faculty Representation" including but not limited to the

following:

- 33.1.2.1 Search;
- 33.1.2.2 Appointment;
- 33.1.2.3 Peer Review;
- 33.1.2.4 Peer Review Appeal;
- 33.1.2.5 Merit Progress; and
- 33.1.2.6 Professional Development.

33.2 Operation of Committees with Faculty Representation

33.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate representation and expertise from the relevant discipline(s).

33.2.2 Given the important role of Committees with Faculty Representation, members are expected to make every effort to attend all meetings. A meeting shall not proceed without Quorum.

33.2.3 Whenever possible, Committee with Faculty Representation decisions are achieved by consensus. However, in the event that a vote is required, the Chair shall vote only in order to break a tie.

33.3 Confidentiality

33.3.1 By participating on Committees with Faculty Representation, each member agrees to respect the immediate and ongoing confidentiality of the process, and to identify to the Chair any perceived or actual Conflict of Interest as soon as it arises.

ARTICLE 34 ACADEMIC STAFF APPOINTMENT AND ASSIGNMENT PROCESS

34.1 Approval of Changes to Existing and New Academic Staff Positions (Permanent and Contract)

34.1.1 The Supervisor recommends to the Vice-President, Academic for the following Academic Year any new academic staff positions required (Permanent and Contract), as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load.

34.1.2 In developing these recommendations, the Supervisor consults with relevant Deans of Faculty, Associate Deans, faculty, academic staff and other Managers, and takes into account the following factors:

34.1.2.1 Current and desired balances with respect to Permanent vs. Contract, and Maximum-Load vs. Partial-Load academic staff;

34.1.2.2 Expertise required;

34.1.2.3 Short-term and long-term curricular objectives;

34.1.2.4 Anticipated changes due to Leaves of Absence and retirements;
and

34.1.2.5 The anticipated availability of financial resources.

34.1.3 The Vice-President, Academic reviews the Supervisors' recommendations in light of the University's educational goals, and consults with the Vice-President, Administration with respect to financial and labour implications. Once approval from the Vice-President, Academic is obtained, the Supervisor proceeds with the necessary searches and appointments in consultation with Human Resources.

34.2 Assignment Process for Current Academic Staff

34.2.1 In order for Supervisors to plan Workload Assignments for the following Academic Year, academic staff who wish to request Leaves of Absence or changes in Partial-Load/Maximum-Load status must provide timely notice as follows:

34.2.1.1 **Leaves of Absence:** Permanent academic staff members who

wish to apply for a full or partial Leave of Absence for the following year must notify the Supervisor in writing no later than October 15. Approval of a Leave of Absence request will not be unreasonably withheld. Requests received after October 15 are considered only under exceptional circumstances and are accommodated only if practicable. A Leave of Absence is normally granted for a maximum of one (1) Academic Year. Academic staff whose requests for Leaves of Absence are unsuccessful may discuss their concerns with the Supervisor. In the event a satisfactory resolution is not found at that stage, academic staff may appeal the matter in writing to the Vice-President, Academic, who will make a determination. Wherever applicable, a Leave of Absence shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act (i.e. Personal Emergency Leave)

34.2.1.2 **Change of Workload:** Partial-Load academic staff who seek to permanently or temporarily increase their Workload for the following year, and Maximum-Load academic staff who seek to permanently or temporarily decrease their Workload for the following year, must notify the Supervisor in writing no later than October 15.

34.2.1.3 **Retirement:** Academic Staff who plan to retire from the University the following Academic Year must notify the Dean of Faculty in writing no later than October 15, unless otherwise agreed by the Employer.

34.2.2 In consultation with relevant University managers, including the Deans of Faculty and/or Associate Deans, each Supervisor prepares academic staff

Workload assignments for the coming year. In the event of significant changes to assignments and/or scheduling, particular emphasis is placed on timely consultation with individuals directly affected. The Supervisor will make every effort to notify academic staff members no later than April 1 of their Workload assignments for the following Academic Year.

34.2.3 Academic staff who disagree with their Workload assignments for the following year may discuss their concerns with the Supervisor (or designate). In the event that the matter has been discussed with the Supervisor (or designate) and a satisfactory resolution has not been found, academic staff may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

34.3 Hiring of Contract Technicians and Contract Academic Counsellors

34.3.1 Current Contract Technicians and Contract Academic Counsellors who seek a work assignment for the following Academic Year must indicate their interest in writing to the Supervisor no later than February 1.

34.3.2 The appointment process for Contract Technicians and Contract Academic Counsellors is conducted by the Supervisor. A list of vacancies is posted on the University's website, with further advertising conducted as appropriate.

34.3.3 Contract Technician and Academic Counsellor appointments are determined by a "Contract Academic Staff Appointments Committee", consisting of the following:

34.3.3.1 Supervisor, or designate (Chair);

34.3.3.2 1 Associate Dean, or designate, from the relevant Faculty.

34.3.4 All applications received for Contract positions must be reviewed by the

Contract Academic Staff Appointments Committee. The Committee determines which applicant(s) require interviews and the nature of such interview(s).

34.3.5 The Chair checks professional references for all new Contract appointments and conveys the results to the Committee. Where relevant, the Committee reviews applicants' previous Performance Reviews.

34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

34.3.7 The Committee's recommendation is forwarded by the Chair to the Vice-President, Academic for approval.

34.3.8 Offers of employment to new Contract Technicians and Contract Academic Counsellors include the following information:

34.3.8.1 Term of contract;

34.3.8.2 Hours of work; and

34.3.8.3 Starting salary.

34.3.9 In the event of a resignation, termination or approved leave less than three months prior to the start of class, the Supervisor or designate may appoint a replacement for up to one academic year only.

34.4 Internal Applicants for Contract Technician and Contract Academic Counsellor Positions

34.4.1 Contract, Probationary and Permanent academic staff who are Partial-Load may apply for Partial-Load Contract Technician and Partial-Load Contract

Academic Counsellor positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload, does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Probationary and Permanent academic staff who are Partial-Load, and who seek to temporarily increase their Workload are, however, encouraged to do so as provided in Article 34.2.1.2.

34.4.2 Sessional faculty may apply for Contract Technician and Contract Academic Counsellor positions when they become available, and shall be considered along with all other applicants.

34.4.3 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Contract Technician or Contract Academic Counsellor positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.5 Hiring of Teaching Assistants

34.5.1 Current Teaching Assistants who seek a work assignment for the following Academic Year must indicate their interest in writing to the Associate Dean of Faculty or supervising faculty member no later than February 1.

34.5.2 The appointment process for Teaching Assistants is conducted by the Associate Dean of Faculty or designate in consultation with the supervising faculty member. Teaching Assistant opportunities are assigned to the University's graduate students on a priority basis. A list of vacancies is posted on the University's website, with further advertising conducted as appropriate.

34.5.3 Teaching Assistant II, III, and IV appointments are determined by a “Teaching Assistant Appointments Committee”, consisting of the following:

34.5.3.1 Associate Dean of Faculty, or designate (Chair); and

34.5.3.2 Faculty with whom the Teaching Assistant(s) will work.

34.5.4 Teaching Assistant I and V appointments are recommended by the supervising faculty member to the Office of the Vice-President, Research & Graduate Studies.

34.5.5 While all applications received for Teaching Assistant positions must be reviewed by the Teaching Assistant Appointments Committee, there is no requirement to interview candidates. The Committee determines which applicants require interviews.

34.5.6 The Chair (or designate) may check professional references for new Teaching Assistant appointments, and convey the results to the Committee. For Teaching Assistants seeking re-appointment, the Committee reviews the applicant’s previous Performance Reviews.

34.5.7 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

34.5.8 Offers of employment to Teaching Assistants include the following information:

34.5.8.1 Term of contract;

34.5.8.2 Hours of work; and

34.5.8.3 Starting salary.

34.5.9 In the event of a resignation, termination or approved leave fewer than three months prior to the start of his/her appointment, the Associate Dean of Faculty or supervising faculty member designate may appoint a replacement for up to one academic year only.

34.6 Internal Applicants for Teaching Assistant Positions

34.6.1 Contract, Probationary and Permanent Technicians and Contract, Probationary and Permanent Academic Counsellors may apply for Teaching Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.6.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Teaching Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.7 Hiring of Permanent Technicians and Academic Counsellors

34.7.1 The hiring process for new Permanent academic staff is conducted by the Supervisor, or designate. In conjunction with Human Resources, the Supervisor prepares a search plan for each Permanent academic staff position approved, including a position description and membership of the Search Committee. The Supervisor then convenes a meeting of the Search Committee to determine appropriate advertising venues and the search procedure to be followed, and incorporates these items into the search plan.

34.7.2 OCADFA is notified of all Permanent academic staff vacancies and is provided with a copy of the relevant position descriptions.

34.7.3 A “Permanent Academic Staff Search Committee” consists of the following:

- 34.7.3.1 Supervisor, or designate (Chair);
- 34.7.3.2 1 Dean or Associate Dean of a relevant Faculty;
- 34.7.3.3 1 Faculty selected by the Chair from a relevant Faculty; and
- 34.7.3.4 1 Additional internal or external academic staff and/or faculty members may be added at the discretion of the Committee, for diversity and/or specific expertise.

34.7.4 All Permanent academic staff positions must be posted on the University's website, with further advertising conducted as appropriate. All applicants are considered under the same criteria and procedure.

34.7.5 The Search Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s) in accordance with criteria contained in the position description.

34.7.6 The Chair (or designate) shall check references for the final candidate(s) and convey the results to the Committee.

34.7.7 Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

34.7.8 The Committee's recommendation is forwarded by the Chair to the Vice-President, Academic for approval.

34.7.9 Offers of employment to new Permanent academic staff include the following information:

- 34.7.9.1 Percentage of Maximum-Load;

34.7.9.2 Starting salary; and

34.7.9.3 Probationary term as outlined in Article 29.2.

34.8 Internal Applicants for Permanent Academic Staff Positions

34.8.1 Contract, Probationary and Permanent academic staff who are Partial-Load may apply for Partial-Load Permanent academic staff positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Probationary and Permanent academic staff that are Partial-Load, and who seek to permanently increase their Workload are, however, encouraged to do so as provided in Article 34.2.1.2.

34.8.2 Sessional faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants.

34.8.3 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.9 Training of New Academic Staff

34.9.1 All new academic staff, including Contract, Probationary and Permanent, are required to undergo training and orientation, according to individual needs as mutually determined by the academic staff member and the Supervisor, prior to working in this capacity at the University. For Technicians, relevant health and safety standards training is mandatory. Participation in health and safety, WHMIS, and first aid training, as

specified by the Director, Safety & Risk Management is mandatory for all new academic staff.

34.10 Years of Service

34.10.1 Years of Service are calculated for Probationary and Permanent Technicians and Academic Counsellors on the basis of years of continuous service, with one year awarded per year of active employment. For the purposes of this calculation, full-year leaves of absence are not included. Years of Service are not calculated for Contract academic staff, including Teaching Assistants.

ARTICLE 35 PERFORMANCE AND PEER REVIEW FOR TECHNICIANS AND ACADEMIC COUNSELLORS

35.1 Performance Reviews

35.1.1 “Performance Reviews” are conducted (as outlined in Article 35.1.2) in order to review and assess overall performance with respect to their Responsibilities, and to make recommendations for the following purposes:

- 35.1.1.1 For Contract Technicians and Academic Counsellors seeking re-appointment, a “Performance Review” is conducted in order to make recommendations concerning future re-appointment;
- 35.1.1.2 For Probationary Technicians and Academic Counsellors, Performance Reviews are conducted annually in order to make recommendations concerning continuation of their Probationary Appointment;
- 35.1.1.3 For Permanent Technicians and Academic Counsellors, Performance Reviews are conducted every year.

35.1.2 The Supervisor shall, in consultation with relevant faculty, conduct a Performance Review for each Technician and/or Academic Counsellor. The performance review will include a review of responsibilities and

expectations. The Supervisor and/or Manager will meet with each Technician and Academic Counsellor to discuss her/his Performance Review. The results of the Performance Review are communicated to the individual in writing following this meeting, including an overall assessment of her/his strengths and/or recommendations for improvement.

35.1.3 A Technician or Academic Counsellor who disagrees with the Performance Review and/or its recommendations may discuss her/his concerns with the Supervisor and/or Manager (or designate). In the event that the matter has been discussed with the Supervisor and/or Manager (or designate) and a satisfactory resolution has not been found, the individual may appeal the matter in writing to the next level of Supervisor, who will make a determination.

35.2 Review for Permanent Status

35.2.1 A “Review for Permanent Status” is conducted for Technicians and Academic Counsellors (as outlined in Articles 35.3.2 and 35.3.3) in order to assess their overall performance for the purpose of recommending the conferral of Permanent status.

35.2.2 Performance Reviews are reviewed by the “Review for Permanent Status Committee”, consisting of the following:

35.2.2.1 Supervisor, or designate (Chair);

35.2.2.2 2 faculty, with relevant expertise, selected by the Chair from the relevant Faculty;

35.2.2.3 Up to 1 additional academic staff or faculty member may be added at the discretion of the Committee, for diversity and/or specific expertise.

35.2.3 An academic staff member who disagrees with a Review for Permanent

Status decision has recourse to the Review for Permanent Status Appeal process (as outlined in Article 35.3).

35.3 Review for Permanent Status Appeal

35.3.1 “Review for Permanent Status Appeal” provides a mechanism to review decisions made via Review for Permanent Status which result in failure to confer Permanent status on a Probationary academic staff member.

35.3.2 A Review for Permanent Status Appeal is initiated when an academic staff member submits a “Request for Review for Permanent Status Appeal” to the Office of the Vice-President, Academic within 14 calendar days following notification of the Review for Permanent Status decision which the academic staff member wishes to appeal.

35.3.3 A “Review for Permanent Status Appeal Committee” consists of the following:

35.3.3.1 Vice-President, Academic, or designate (Chair);

35.3.3.2 2 faculty, with relevant expertise, selected by the Chair from the relevant Faculty, and who was not a member of the Review for Permanent Status Committee which made the decision being appealed.

35.3.4 The Chair will make every effort to convene a meeting of the Review for Permanent Status Appeal Committee within 30 calendar days of receipt of a “Request for Review for Permanent Status Appeal” by the Office of the Vice-President, Academic, and to communicate the Committee’s decision in writing to the academic staff member in a timely manner.

35.3.5 A grievance challenging the decision of the Review for Permanent Status Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of

this Agreement, only to the extent that:

- 35.3.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;
- 35.3.5.2 There has been Bias or motive on the part of a committee member;
- 35.3.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or
- 35.3.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available and in light of the standards applied since ratification.

35.4 Merit Progress

35.4.1 “Merit Progress” is awarded each year to Technicians and Academic Counsellors who have distinguished themselves through outstanding and meritorious contribution to the University, based on each individual’s performance review, which shall apply for the academic year following the review.

35.4.2 Career/Merit Progress takes the form of additional step(s) on the relevant as follows:

	PERFORMANCE REVIEW OUTCOMES	CAREER/MERIT PROGRESS INCREMENTS (Year Following Review)
CAREER PROGRESS	Meets basic expectations	0.5
	Fully meets expectations	1.0
MERIT PROGRESS	Exceed expectations	1.5
	Significantly exceeds expectations	2.0

35.4.3 Merit Progress is awarded on a competitive, University-wide basis, with funding, in any given year equivalent to 10% of the total cost of Academic Staff Career Progress for that year.

35.4.4 Within the framework of funding available, Merit Progress is awarded by the “Academic Staff Merit Progress Committee”, which consists of the following:

35.4.4.1 Vice-President, Academic, or designate (Chair, non-voting);

35.4.4.2 All academic staff Supervisors.

35.4.5 The Committee then renders a Final Decision.

ARTICLE 36 ACADEMIC STAFF WORKLOAD (EXCLUDING TEACHING ASSISTANTS) PRO-RATED FOR PARTIAL-LOAD

36.1 Workload & Scheduling

36.1.1 Academic staff “Workload” is normally based on 35 hours per week and 52 weeks per year (less vacation).

36.1.2 Academic staff may be required to work up to 5 additional hours per week during busy periods, with such additional hours to be taken as time off in lieu of payment at a mutually agreeable time.

36.1.3 Work in excess of 40 hours per week is subject to mutual agreement between the academic staff member and the Supervisor, and compensated at 1.5 times the normal hourly rate, to be taken in the form of overtime pay or, at the academic staff member's option, time off in lieu of payment at a mutually agreeable time.

36.1.4 Regular work schedule for academic staff may require evenings and/or weekends (not to exceed 5 days out of 7) and is subject to change based on curricular needs, as determined by the Supervisor (in consultation with the academic staff member). For academic staff hired prior to September 1, 2001, an ongoing change in work schedule to include weekend work is subject to mutual agreement between the academic staff member and the Supervisor, unless the academic staff member obtains a new position at the University, for which weekend work is identified as a requirement.

36.1.5 Technicians may be required to work in more than 1 studio facility, where expertise permits, as assigned by the Supervisor.

36.1.6 Technicians may be provided with release time to attend seminars or courses related to their work responsibilities. Such seminars/courses and release time must be approved in advance by their Supervisor.

36.1.7 The University recognizes the right of academic staff to participate in OCADFA activities. Employees requiring release time for such activities must make request in advance to their Supervisor, with such approval not to be unreasonably withheld.

ARTICLE 37 ACADEMIC STAFF RESPONSIBILITIES

37.1 Technician

37.1.1 Technician responsibilities may include, but are not limited to, the following:

- 37.1.1.1 Working in 1 or more OCAD U studio facilities, supervised by the relevant Manager or Dean of Faculty;
- 37.1.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals and objectives;
- 37.1.1.3 Supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment with approval from the Supervisor and/or Studio Manager;
- 37.1.1.4 Supporting students in their learning, i.e. acting as a resource regarding materials and processes; and assisting with the technical resolution of assignments;
- 37.1.1.5 Being responsible for the safe and efficient operation of facilities and equipment, i.e. maintaining, repairing and/or sending equipment out for repair; conducting research and recommending the purchase of new or replacement equipment when required; and initiating improvements in studio operation and usage;
- 37.1.1.6 Performing administrative duties, i.e. coordinating the purchase of supplies and resale of materials; maintaining inventory; assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
- 37.1.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and

- to the Director, Safety & Risk Management;
- 37.1.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety & Risk Management;
- 37.1.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.1.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants and/or student monitors, where relevant;
- 37.1.1.11 Serving on committees and participating in University special events and projects; and
- 37.1.1.12 Maintaining currency in technical developments within the discipline.

37.2 IT Technician

37.2.1 IT Technician responsibilities may include, but are not limited to, the following:

- 37.2.1.1 Working in 1 or more OCAD U computer labs, student laptop program, and/or faculty support technology facilities, supervised by the relevant Manager;
- 37.2.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals and objectives;
- 37.2.1.3 Supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment with approval from the supervisor and/or Manager;
- 37.2.1.4 Supporting students in their learning, i.e. acting as a resource regarding materials and processes; and assisting with the technical resolution of assignments;

- 37.2.1.5 Being responsible for the safe and efficient operation of facilities and equipment, i.e. maintaining, repairing and/or sending equipment out for repair; conducting research and recommending the purchase of new or replacement equipment when required; and initiating improvements in studio operation and usage;
- 37.2.1.6 Performing administrative duties, i.e. coordinating the purchase of supplies and resale of materials; maintaining inventory; assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
- 37.2.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and to the Director, Safety & Risk Management.
- 37.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety & Risk Management;
- 37.2.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.2.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants and/or student monitors, where relevant;
- 37.2.1.11 Serving on committees and participating in University special events and projects; and
- 37.2.1.12 Maintaining currency in technical developments within the discipline.

37.3 Academic Counsellor

37.3.1 Academic Counsellor responsibilities may include, but are not limited to, the following:

- 37.3.1.1 Working in a specific counselling function in such areas as Student Affairs or CIADE, supervised and reviewed by the Supervisor and/or Manager or Dean of Faculty;
- 37.3.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals;
- 37.3.1.3 Supporting the faculty's delivery of curriculum, i.e. Providing and/or facilitating individual and group instruction within a relevant discipline or subject matter;
- 37.3.1.4 Supporting students in their learning, e.g. assessing and documenting their academic and learning needs; and assisting them in the development of relevant skills;
- 37.3.1.5 Working with faculty and other academic staff to develop collaborative programming and to promote awareness of the relevant discipline internally;
- 37.3.1.6 Promoting the University and the relevant discipline externally through participation in conferences, seminars and related research;
- 37.3.1.7 Providing one-on-one counselling, within a specific area of expertise, and referring students to other services as required;
- 37.3.1.8 Performing administrative responsibilities in the provision of counselling services, including: related reporting; budget management; long-term planning; and supervision of peer tutors;
- 37.3.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.3.1.10 Serving on committees and participating in University special events and projects; and

37.3.1.11 Maintaining currency within the field.

37.4 Teaching Assistant

37.4.1 Teaching Assistant II, III, and IV responsibilities may include, but are not limited to, the following:

- 37.4.1.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more faculty members with administrative supervision by 1 or more Associate Deans;
- 37.4.1.2 Working with Associate Deans, Chairs, faculty members and other academic staff in support of the University's educational goals and objectives;
- 37.4.1.3 Meeting these educational goals by assisting with course preparation and delivery, i.e. organizing teaching and learning materials, and other resources, based on curricular outlines provided by a supervising faculty member, or by providing group instruction in specialized techniques;
- 37.4.1.4 Assisting in the evaluation of student work, using criteria established by the supervising faculty members;
- 37.4.1.5 Supporting students in their learning, i.e. through individual or small group instruction and/or assisting with assignments;
- 37.4.1.6 Conducting separately scheduled tutorial classes;
- 37.4.1.7 Working with Technicians, class assistants and/or monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
- 37.4.1.8 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

37.4.2 Teaching Assistant I and V responsibilities may include, but are not limited to, the following:

- 37.4.2.1 Working within 1 or more OCAD U Faculties, directly supervised

- by 1 or more faculty members;
- 37.4.2.2 Working with Associate Deans, Chairs, and/or faculty members and other academic staff in support of the University's research goals and objectives;
 - 37.4.2.3 Meeting these research goals by assisting with data collection, literature searches, data compilation, processing, entry and analysis, and experimental systems design, fabrication and maintenance;
 - 37.4.2.4 Assisting with supervision of research activities in the lab, classroom, and within the field;
 - 37.4.2.5 Assisting with preparation of proposals, progress and final reports, and promotion of research activities;
 - 37.4.2.6 Providing project coordination, budget management, and administration of research activities;
 - 37.4.2.7 Participating in the hiring, scheduling and supervision of Teaching Assistant I (Undergraduate Research Assistant), Class Assistants, and/or Student Monitors, where relevant;
 - 37.4.2.8 Working with Technicians, class assistants and/or student monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
 - 37.4.2.9 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

ARTICLE 38 ACADEMIC STAFF QUALIFICATIONS

38.1 Technician

38.1.1 Technicians have the following qualifications:

- 38.1.1.1 Undergraduate degree or equivalent in a relevant discipline;
- 38.1.1.2 Minimum of 5 years' experience, with demonstrated technical expertise in the operation of relevant studio facilities, equipment, materials and processes;
- 38.1.1.3 Strong organizational, interpersonal, communications and problem-solving skills; and
- 38.1.1.4 Sound knowledge of, and commitment to, healthy and safe work practices.

38.2 Academic Counsellor

38.2.1 Academic Counsellors have the following qualifications:

- 38.2.1.1 Graduate degree or equivalent in a relevant discipline;
- 38.2.1.2 Minimum of 3 years' experience, with demonstrated counselling expertise and professional activity in the relevant discipline;
- 38.2.1.3 Outstanding interpersonal, problem-solving, and oral and written communications skills;
- 38.2.1.4 Demonstrated sensitivity to the needs and concerns of students and a commitment to quality service provision; and
- 38.2.1.5 Strong organizational skills and initiative, with a particular interest in working within the curricular context of a visual art and design educational institution.

38.3 Teaching Assistant

38.3.1 Teaching Assistants have the following qualifications:

- 38.3.1.1 Completion of a relevant graduate degree or current enrollment in a relevant graduate program and/or equivalent training and professional experience, with the exception of Teaching

Assistant I (Undergraduate Research Assistant). Teaching Assistant I (Undergraduate Research Assistant) will have the completion of a relevant undergraduate degree or current enrollment in a relevant undergraduate program and/or equivalent training and professional experience;

38.3.1.2 Where relevant, sound knowledge of, and commitment to, healthy and safe work practices; and

38.3.1.3 Where relevant, strong organizational, interpersonal, oral and written communications, and problem solving skills.

Provisions for Layoff

ARTICLE 39 LAYOFF FOR REASON OF FINANCIAL EXIGENCY

39.1 Statement of Joint Responsibility

39.1.1 The Parties acknowledge that

- 39.1.1.1 OCAD U's faculty and academic staff represent a core strength of the University, and are central to its educational mandate;
- 39.1.1.2 The Parties have a joint responsibility to maintain the University in a financially and educationally sound position;
- 39.1.1.3 The University has a responsibility to take all reasonable measures to prevent financial circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and
- 39.1.1.4 Faculty, academic staff and academic and administrative managers have a responsibility to show reasonable flexibility in assisting the University to meet its educational goals, while adapting to changing financial circumstances.

39.2 Declaration of Financial Exigency

39.2.1 In the event that the University makes a preliminary determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Financial Exigency, the President (or designate) provides a "Declaration of Financial Exigency", which discloses the circumstances and reasons for such Declaration and the magnitude of the proposed layoff, to the Joint Committee.

39.2.2 The University provides all relevant information to the Joint Committee for purposes of review.

39.2.3 The Joint Committee reviews the circumstances and reasons for the Declaration of Financial Exigency to satisfy itself that:

- 39.2.3.1 A state of Financial Exigency does indeed exist;
- 39.2.3.2 All appropriate means of achieving cost savings in OCAD U's operation, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.3 All appropriate means of increasing OCAD U's revenues, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.4 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.5 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and
- 39.2.3.6 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary financial goals, and to ascertain what the effects of the layoff are likely to be.

39.2.4 Following a thorough review of the Declaration of Financial Exigency by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.

39.2.5 The Board of Governors makes a final determination that a layoff of

Tenured faculty and/or Permanent academic staff is required as a result of Financial Exigency, and approves the financial magnitude of the layoff.

ARTICLE 40 LAYOFF FOR REASON OF CURRICULAR NECESSITY

40.1 Statement of Joint Responsibility

40.1.1 The Parties acknowledge that:

40.1.1.1 OCAD U's faculty and academic staff represent a core strength of the University and are central to its educational mandate;

40.1.1.2 The Parties have a joint responsibility to maintain the integrity, credibility, viability and currency of the University's educational offerings;

40.1.1.3 The University has a responsibility to take all reasonable measures to prevent curricular circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and

40.1.1.4 Faculty and academic staff have a responsibility to show reasonable flexibility in assisting the University to meet its educational goals, while adapting to changing curricular or societal circumstances.

40.2 Declaration of Curricular Necessity

40.2.1 In the event that the Senate and Board of Governors make a preliminary determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity, the President (or designate) provides a "Declaration of Curricular Necessity", which discloses the circumstances and reasons for such Declaration and the magnitude of the proposed layoff, to the Joint Committee.

40.2.2 The University provides all relevant information to the Joint Committee for purposes of review.

40.2.3 The Joint Committee reviews the circumstances and reasons for the Declaration of Curricular Necessity to satisfy itself that:

40.2.3.1 A state of Curricular Necessity does indeed exist;

40.2.3.2 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;

40.2.3.3 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and

40.2.3.4 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary curricular goals, and to ascertain what the effects of the layoff are likely to be.

40.2.4 Following a thorough review of the Declaration of Curricular Necessity by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.

40.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity.

ARTICLE 41 LAYOFF AND RECALL PROCESS

41.1 Layoff Process

41.1.1 Once the Board of Governors has made a final determination that a layoff of Tenured faculty is required as a result of Financial Exigency or Curricular Necessity, the Vice-President, Academic recommends to the Senate in which Faculty or program(s), and in what proportion, layoffs should occur, taking into account:

41.1.1.1 The educational mandate;

41.1.1.2 The financial parameters, including enrollment, program costing and other relevant statistics; and

41.1.1.3 The magnitude of the layoff required.

41.1.2 Once the Senate has approved a resolution determining the academic and curricular priorities of the University in the circumstances, the University shall post a "Notice of Intention to Layoff faculty and/or academic staff".

41.2 Layoff of Faculty

41.2.1 A member of the faculty who wishes to assert qualifications and ability to perform Teaching & Teaching-Related Responsibilities within an additional discipline, or disciplines, must deliver to Human Resources a written statement including a summary of the member's qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.

41.2.2 The order of layoff of faculty shall be as follows, provided that the remaining faculty members have the qualifications (which in appropriate circumstances could include Rank) and ability to perform the remaining work:

41.2.2.1 Sessional faculty;

41.2.2.2 Teaching-Intensive Stream;

- 41.2.2.3 CLTA faculty;
- 41.2.2.4 Continuing faculty, in reverse order based on years of service;
- 41.2.2.5 Probationary faculty, in reverse order based years of service;
- 41.2.2.6 Tenured faculty, in reverse order based on years of service.

41.3 Layoff of Academic Staff

41.3.1 A member of the academic staff who wishes to assert qualifications and ability to perform responsibilities within an additional discipline or disciplines must deliver to Human Resources a written statement including a summary of qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.

41.3.2 The order of layoff of academic staff shall be as follows, provided that the remaining academic staff members have the qualifications and ability to perform the remaining work:

- 41.3.2.1 Contract academic staff;
- 41.3.2.2 Probationary academic staff, in reverse order based on years of service;
- 41.3.2.3 Permanent academic staff, in reverse order based on years of service.

41.4 Notice of Layoff

41.4.1 The University shall provide notice of layoff in writing to each member.

41.5 Recall Process

41.5.1 Continuing, Probationary and Tenured faculty members and Probationary and Permanent academic staff members retain recall rights for 24 months from the effective date of layoff.

41.5.2 Upon layoff, or at any time during the 24 month recall period, the member may elect to receive any severance pay to which the member is entitled under Article 42, and upon making that written election, the employment relationship is at an end.

41.5.3 At the end of the 24 month recall period, if the member has not been recalled, the employment relationship is at an end and the member becomes entitled to receive any severance pay to which the member is entitled under Article 42.

41.6 Recall of Faculty

41.6.1 Recall of Continuing, Probationary and Tenured faculty occurs in the reverse order of layoff as positions become available according to the following procedures:

41.6.1.1 A Continuing faculty member is recalled to an available Continuing Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include Rank) and ability to do the work. The University shall provide written notice to a Continuing faculty member of any such position available in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which shall include a summary of the member's qualifications for the position.

41.6.1.2 A Probationary or Tenured faculty member is recalled to an available Tenured Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include

Rank) and ability to do the work. The University shall provide written notice to a Probationary or Tenured faculty member of any such position in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.

41.6.1.3 When a faculty member's application for recall is accepted, the University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.

41.6.1.4 A Continuing, Probationary or Tenured faculty member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 23.2.1.3.

41.6.1.5 A Continuing or Probationary faculty member who is recalled resumes her/his Appointment at the point at which it was left off.

41.7 Recall of Academic Staff

41.7.1 Recall of Probationary and Permanent academic staff occurs in the reverse order of layoff as positions become available according to the following procedures:

41.7.1.1 A Probationary or Permanent academic staff member is recalled to an available Permanent academic staff Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications and ability to do the work. The University shall provide written notice to a Probationary or Permanent academic staff member of any such position, and the

member shall have 10 calendar days to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.

41.7.1.2 When an academic staff member's application for recall is accepted, the University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.

41.7.1.3 An academic staff member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 34.2.1.2.

41.7.1.4 A Probationary academic staff member who is recalled resumes her/his Appointment at the point at which it was left off.

41.8 Notice

41.8.1 Notice under this Article shall be by regular mail to the faculty or academic staff member's most recent address on the member's personnel file and it shall be deemed to be received 4 calendar days after the date of mailing; if the member so requests in writing, the notice shall be provided by email.

ARTICLE 42 SEVERANCE PAY

42.1 Severance Pay

42.1.1 Tenured and Probationary faculty and Permanent and Probationary academic staff who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of one of the above-listed categories to a maximum of 40 weeks' pay, which shall be deemed to include termination pay within the meaning

of the *Employment Standards Act*.

42.1.2 Teaching-Intensive Stream, CLTA and Continuing faculty who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of Teaching-Intensive Stream, CLTA or Continuing faculty to a maximum of 12 weeks' pay or the remaining unexpired portion of the contract, whichever is less, which shall be deemed to include termination pay within the meaning of the *Employment Standards Act*.

42.1.3 An individual's rate of pay at time of loss of employment is used for purposes of calculating severance pay.

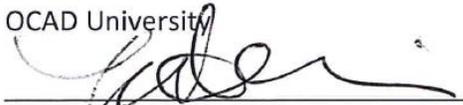
42.1.4 Nothing in this Article should be construed to derogate from minimum standards established under the *Employment Standards Act*.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on the 17 day of July 2017.

OCAD UNIVERSITY

ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION (OCADFA)

OCAD University









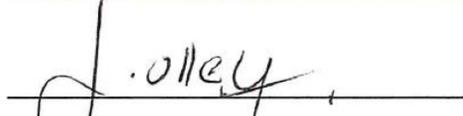




OCADFA







APPENDIX A

ASSOCIATION OF UNIVERSITY AND COLLEGES OF CANADA STATEMENT ON ACADEMIC FREEDOM AND INSTITUTIONAL AUTONOMY

Introduction

It is the essence of a university freely to pursue knowledge and understanding and to search for the reasons for things. This search implies that some of the reasons are unknown or uncertain and that opinions about them must be questioned. The right and the responsibility to raise such questions is the justification for academic freedom.

Constraints on academic freedom may arise both from inside and outside universities. It is a major responsibility of university governing bodies and senior officers of universities to maintain an environment in which academic freedom is realized. Threats to freedom of inquiry, independent judgment and free expression may come from administrators, students or faculty members, sometimes in groups, who attempt to require all members of a department or faculty to adhere to a particular version of orthodoxy. The reliance of universities on government financing and private donations may create pressures on the institutions and on their members to conform to short-sighted or ill-advised political, corporate or personal interpretations of what should be studied and how it should be studied. It is the obligation of faculty members in particular, supported by their administration, senate and boards, to ensure that these pressures do not unduly influence the intellectual work of the university. When conflicts arise because of such pressures, it is essential that a full airing and consideration of a broad range of viewpoints be possible.

It is essential that universities have the freedom to set their research and educational priorities. How the members of universities will teach and impart skills, conduct research and the pursuit of knowledge, and engage in fundamental criticism is

best determined within the universities themselves. It is here that academic freedom, in its collective form of institutional autonomy, can ensure freedom of inquiry for individual faculty members and students. Historically there has been a struggle for university autonomy, arising from the conviction that a university can best serve the needs of society when it is free to do so according to the dictates of the intellectual enterprise itself.

Freedom of inquiry must have as its corollary a high degree of respect for evidence, impartial reasoning and honesty in reporting. It should include a willingness to make known the underlying assumptions and the results of the inquiry. All research and scholarship must be conducted ethically, with full consideration of the implications and in ways that respect fully human rights as defined by law.

In their relations with students, faculty members and others who work in the universities have an obligation to ensure that the students' human rights are respected and that they are encouraged to pursue their education according to the principles of academic freedom embodied in the university itself. In relation to the wider society, universities should accept the obligation to account for their expenditure of funds, through their boards and through public audits of their accounts.

Principles

1. The AUCC believes that the principles of academic freedom and institutional autonomy are essential to the fulfillment of the role of universities in the context of a democratic society.
2. The AUCC believes that academic freedom is essential to the fulfillment of the universities' primary mandate, the pursuit and dissemination of knowledge and understanding. Freedom of inquiry is fundamental to the search for truth and the advancement of knowledge. Freedom in teaching, justified by the special professional expertise of the faculty members, is fundamental to the protection of the rights of the teacher to teach and of the student to learn. Academic freedom is essential in order that society may have access to impartial expertise for knowledgeable comments on all issues studied in universities, including those surrounded by controversy.
3. The AUCC recognizes the obligation of universities to ensure the academic freedom of individual faculty members to conduct inquiries, to make judgments, and to express views without fear of retribution. The practice of tenure is one important means of meeting this obligation. In addition, decisions relative to appointments and the granting of tenure and promotion must be conducted according to principles of fairness and natural justice.
4. The AUCC recognizes that universities should ensure that students are treated according to principles of fairness and natural justice and are encouraged to pursue their education according to the principle of academic freedom.
5. The AUCC recognizes the historically the universities of Canada have struggled to achieve institutional autonomy and must continue to do so. The Association affirms that this autonomy provides the best possible condition for the conduct of scholarship and higher education essential to a free society. As centres of free

inquiry, universities have an obligation to society to resist outside intrusion into their planning and management and to insist that institutional autonomy be recognized by governments and others as the necessary pre-condition to their proper functioning. Institutional autonomy includes, inter-alia, the following powers and duties: to select and appoint faculty and staff; to select and admit and discipline students; to set and control curriculum; to establish organizational arrangements for the carrying out of academic work; to create programs and to direct resources to them; to certify completion of a program of study and grant degrees.

6. The AUCC recognizes that the academic freedom of individual members of universities and the institutional autonomy accorded to the institutions themselves involve the following major responsibilities to society: to conduct scholarship and research according to the highest possible standards to excellence so that society may benefit; within the constraints of the resources available to them, to ensure high quality education to as many academically qualified individuals as possible; to abide by the laws of society; and to account publicly through boards and audits for their expenditure of funds.

May 5, 1988

APPENDIX B

STANDARDS OF PERFORMANCE AND CRITERIA FOR PLACEMENT & PROMOTION OF ACADEMIC RANK

Preamble

OCAD University, along with other university-level institutions devoted to professional education in art and design, has been established to develop society's creative and intellectual resources and preserve its cultural traditions. The University has a responsibility to provide a vibrant and creative environment in which new knowledge, practices and ideas may evolve and flourish.

To this end, faculty are expected to be effective teachers, committed scholars and active practitioners who are dedicated to expanding their knowledge, professional practice and expertise, while making these endeavours accessible to the larger community. Faculty are also expected to make a significant contribution through Service to the University community.

This Appendix elaborates the context and process for fairly evaluating and recognizing faculty achievement and performance (cf. Article 24) and should be read in tandem with the Definitions of Academic Ranks (Article 17) and Faculty Responsibilities (Article 20).

Standards of Performance

Standards of Performance are used in the context of biennial **Performance Reviews** to evaluate, recognize and/or make recommendations concerning the Career Progress and Merit Progress of all non-sessional faculty, as well as to make recommendations concerning future re-appointment of CLTA faculty, continuation of Probationary (Tenure-Track) faculty, and reappointment of Continuing faculty.

In all cases, Standards of Performance take into account the following three general categories:

1. Teaching & Teaching-Related Responsibilities;
2. Professional Practice/Research; and
3. Service, primarily to the University but also to the field of Art & Design education and to the community at large.

While faculty are expected to exhibit accomplishment in all three categories, the specific weight assigned to each in terms of the devotion of time and effort, may vary from year to year, and from one faculty member to another.

Faculty are assessed against four possible levels of performance in each of the three general categories, pro-rated according to Article 27.4 and rounded to the nearest half step to determine the Career/Progress Increment for each of the next two years. Article 27.4 currently weights the three general categories as follows:

Teaching and Teaching-Related Activities:	40%
Practice/Research:	40%
Service:	20%

The Standards of Performance for each level are as follows:

Career Progress Levels I & II:

I. Meets Basic Expectations

A faculty member is expected minimally to perform the following tasks without intervention from the Faculty Offices:

- Submits Annual Report;
- Submits course outlines to Faculty Office at least two weeks prior to start of semester;
- Responsibly manages student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;
- Reports any absences and make-up arrangements to the Faculty Office;
- Submits all grades on time.

If a faculty member performs these basic tasks but does NOT meet Level II expectations, he/she will receive a Career/Merit increment of 0.5 (equivalent of one-half step increase on the faculty salary scale)

II. Fully Meets Expectations (includes all of Level I plus the following):

- Demonstrates an ability to engage students in learning and to advance their knowledge in the subject area;
- Stays current and advances work within a discipline as recognized by peers;
- Maintains high standards of collegiality including participation in Faculty meetings and supporting University governance.

Faculty performing at Level II are fully meeting the expectations of the job. Their performance across the three key areas will average ca. 1.0, although in a given two-

year evaluation period, their efforts may favour one area above the other two. For example, a faculty member may develop several innovative new courses and hence put more time and effort into teaching at the expense of his/her research/practice, while maintaining service by serving on Faculty- or University-wide committees or supporting specific Faculty- or University-wide events/initiatives:

Teaching = 1.5 x 40% =	0.60
Research/Practice = 0.5 x 40% =	0.20
Service = 1.0 x 20% =	0.20
	1.00
Career/Merit Increment =	1.0

Merit Progress: Levels III and IV

III. Exceeds Expectations (includes all of Level II, plus the following):

- Demonstrates teaching excellence by communicating enthusiasm for the subject and by inspiring students to excel; tangibly this may be demonstrated by, e.g., outstanding teaching evaluations and the development and/or updating of courses to reflect ground-breaking material and/or innovative delivery methods;
- Demonstrates significant achievement in practice and/or research, e.g., major publications, exhibitions, commissions, contracts;
- Demonstrates outstanding leadership/initiative in Faculty and University committees and/or events.

IV. Significantly Exceeds Expectations (includes all of Level III, plus the following):

- *Exceptional* professional achievement and peer recognition in teaching and/or practice/research, e.g., major teaching awards, exhibitions, publications, commissions, contracts.

Sample Situations

1. What if a faculty member has a once in a lifetime success in the area of Practice/Research and performs at below Level II in Teaching and Service? Is it fair to grant a Career/Merit Progress Increment of only 1.0?

The committee should make a special recommendation, citing reasons for deviating from the formula. It may be one thing not to attend any meetings for a year or two, but to work on one's practice/research at the expense of basic teaching requirements (at the expense of the students), is another.

2. What if the pro-rated value falls right between two levels, e.g., 1.25?

The committee has the prerogative to make a recommendation either up or down, depending on the specifics of the faculty member's performance. This would also be the case with pro-rated values that hover close to, but not quite, at the half-way point between levels, e.g., 1.21 or 0.68.

Criteria for Placement and Promotion of Academic Rank

Generally, the distinction between the ranks of Lecturer, Assistant Professor, Associate Professor, and Professor (Full) is based on a combination of educational attainment; experience and effectiveness as a teacher; experience and effectiveness as a colleague; and breadth, depth, and consistency of contributions to knowledge.

Lecturer

Most CLTA appointments and any tenure-track appointment where the faculty member has not yet completed the terminal degree, and has limited teaching experience

and publications/shows/practice would be ranked as a Lecturer. In the case of a tenure-track appointment, the criteria and timetable for promotion to Assistant Professor should be clearly articulated in the contract.

Assistant Professor

A tenure-track appointment where the faculty member has completed the requisite terminal degree (PhD, MFA, Mdes) or equivalent in professional accomplishment, would normally be ranked as an Assistant Professor. This is generally the entry-level rank for new faculty in a career appointment. The probationary period of five years should be viewed as time to gain experience as a teacher and colleague, as well as time to develop a research/practice agenda and establish a rhythm of publications/shows/commissions/contracts. Requests for an early tenure decision should normally be discouraged.

Associate Professor

Normally a faculty member who has successfully served his/her probationary period, i.e., reached a level of maturity and confidence as a teacher, built a network of relationships within the University through committee work and other collaborations, and extended his/her reputation as a researcher/scholar/practitioner beyond the regional to the national or even international arena, would be promoted to Associate Professor. Although promotion to this rank often goes hand-in-hand with a tenure decision, it should not be viewed as automatic.

Professor (Full)

Only a faculty member who has made a significant contribution to his/her field of research/practice or to art and design education can expect to be promoted to the rank of Professor. He/she will have a solid national or international reputation, developed and

nurtured over a period of at least eight to ten years in the profession, usually post-terminal degree, not least of all through the success of students, both undergraduate and graduate, who have benefited from his/her mentoring and tutelage.

The following descriptions elaborate the above and should replace the Faculty Responsibilities in Article 20:

Descriptions for each Rank (and Category)

Lecturer

- An entry level position, possibly still completing terminal degree
- Developing expertise in his/her practice/area of research and beginning to establish credibility in the discipline
- Capable professionally and beginning to gain external recognition
- Innovation in practice as well as in teaching
- Enthusiastic teacher, developing skill
- Active faculty member, good colleague
- Limited expectation of service to the OCAD U community

Assistant Professor

- Terminal degree completed, or equivalent in professional accomplishment
- Developing expertise in his/her practice/area of research and establishing credibility in the discipline
- Capable professionally, and gaining external recognition
- Innovation in practice as well as in teaching
- Competent and enthusiastic teacher, developing skill
- Active faculty member, contributing to curriculum development, supporting program, Faculty or University initiatives
- A contributing member of the OCAD U community, participating on committees, at University events, and ceremonies

Associate Professor

- Ongoing and consistent achievement in his/her practice/area of expertise which has resulted in a considerable contribution to the discipline
- Very capable professionally due to a good level of expertise, the depth and reach of contribution, and external recognition of it
- Good pedagogical understanding (effective as a teacher)
- Often plays a leadership role as a faculty member, contributing to curriculum development, mentoring junior faculty, significantly supporting program or Faculty initiatives etc.
- Makes a significant contribution to the OCAD community, actively participating on committees, at University events, and ceremonies

Professor

- Significant and ongoing achievement in his/her practice/area of expertise which has resulted in a substantial contribution to the discipline
- Seen to play a leadership role professionally due to the high level of expertise, the extensive depth and reach of contribution, and external recognition of it
- Innovation a key aspect of practice as well as teaching
- Highly skilled pedagogically (inspiring, depth of knowledge, good communicator, engages the students)
- Consistently plays a leadership role as a faculty member, contributing substantially to curriculum development, mentoring junior faculty initiating program, or Faculty events etc.
- A vital member of the OCAD U community, providing leadership on committees, and University events, and ceremonies

APPENDIX C

FACULTY COMPENSATION

I. Remuneration

Wage Increases: The following wage increases to be paid retroactively:

Sessional Faculty

Increases to be paid according to Pay Scales.

Teaching-Intensive Stream Faculty

ATB increases for teaching-intensive stream faculty as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

Contractually Limited Term Appointment Faculty

ATB increases for CLTA faculty as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

Tenured, Probationary and Continuing Faculty

ATB increases for tenured, probationary and continuing faculty as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

A. Pay Rate for Sessional Faculty:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

1. Effective July 1, 2016

Level	Type	Rate
S1	Studio	3,939
S2	Studio	4,594
S3	Studio	5,250
S4	Studio	5,654
L1	Liberal Arts & Sciences	5,907
L2	Liberal Arts & Sciences	6,892
L3	Liberal Arts & Sciences	7,875

2. Effective July 1, 2017

Level	Type	Rate
S1	Studio	3,998
S2	Studio	4,663
S3	Studio	5,329
S4	Studio	5,739
L1	Liberal Arts & Sciences	5,996
L2	Liberal Arts & Sciences	6,995
L3	Liberal Arts & Sciences	7,993

3. Effective January 1, 2018

Level	Type	Rate
S1	Studio	4,058
S2	Studio	4,733
S3	Studio	5,409
S4	Studio	5,825
L1	Liberal Arts & Sciences	6,086
L2	Liberal Arts & Sciences	7,100
L3	Liberal Arts & Sciences	8,113

4. Effective July 1, 2018

Level	Rate
Ses1 (formerly S1, S2)	5,273
Ses2 (formerly S3, S4, L1)	6,131
Ses3 (formerly L2)	7,153
Ses4 (formerly L3)	8,173

5. Effective July 1, 2019

Level	Rate
Ses1 (formerly Ses1, Ses2)	6,223
Ses2 (formerly Ses3)	7,260
Ses3 (formerly Ses4)	8,296

6. Effective January 1, 2020

Level	Rate
Ses1	6,316
Ses2	7,369
Ses3	8,420

B. Pay Scales for Teaching-Intensive Stream Faculty and Contractually Limited Term Appointment (CLTA) Faculty:

The following Annual Pay Scales are for Maximum-Load Teaching-Intensive Stream faculty (Lecturer or Assistant Professor Scale only) (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load) and CLTA faculty (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

1. Effective July 1, 2016

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	47,808	Ac1	64,350	Bc1	77,220	Cc1	90,090
Lc2	49,001	Ac2	65,637	Bc2	78,506	Cc2	91,377
Lc3	50,198	Ac3	66,924	Bc3	79,794	Cc3	92,662
Lc4	51,392	Ac4	68,209	Bc4	81,082	Cc4	93,950

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc5	52,590	Ac5	69,497	Bc5	82,366	Cc5	95,238
Lc6	53,784	Ac6	70,786	Bc6	83,654	Cc6	96,525
Lc7	54,979	Ac7	72,072	Bc7	84,942	Cc7	97,811
Lc8	56,174	Ac8	73,357	Bc8	86,228	Cc8	99,097
Lc9	57,369	Ac9	74,646	Bc9	87,514	Cc9	100,386
Lc10	58,566	Ac10	75,934	Bc10	88,802	Cc10	101,671
Lc11	59,760	Ac11	77,220	Bc11	90,090	Cc11	102,958
Lc12	60,956	Ac12	78,505	Bc12	91,377	Cc12	104,246
Lc13	62,149	Ac13	79,794	Bc13	92,662	Cc13	105,536
Lc14	63,345	Ac14	81,082	Bc14	93,950	Cc14	106,820
Lc15	64,540	Ac15	82,366	Bc15	95,237	Cc15	108,105
Lc16	65,736	Ac16	83,654	Bc16	96,525	Cc16	109,395
Lc17	66,932	Ac17	84,942	Bc17	97,811	Cc17	110,682
Lc18	68,126	Ac18	86,228	Bc18	99,097	Cc18	111,969
Lc19	69,320	Ac19	87,514	Bc19	100,385	Cc19	113,253
Lc20	70,516	Ac20	88,802	Bc20	101,671	Cc20	114,541
Lc21	71,710	Ac21	90,090	Bc21	102,958	Cc21	115,829
		Ac22	91,379	Bc22	104,247	Cc22	117,118
		Ac23	92,666	Bc23	105,534	Cc23	118,405

2. Effective July 1, 2017

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc1	48,525	Ac1	65,315	Bc1	78,378	Cc1	91,441
Lc2	49,736	Ac2	66,622	Bc2	79,684	Cc2	92,748
Lc3	50,951	Ac3	67,928	Bc3	80,991	Cc3	94,052
Lc4	52,163	Ac4	69,232	Bc4	82,298	Cc4	95,359
Lc5	53,379	Ac5	70,539	Bc5	83,601	Cc5	96,667
Lc6	54,591	Ac6	71,848	Bc6	84,909	Cc6	97,973
Lc7	55,804	Ac7	73,153	Bc7	86,216	Cc7	99,278
Lc8	57,017	Ac8	74,457	Bc8	87,521	Cc8	100,583
Lc9	58,230	Ac9	75,766	Bc9	88,827	Cc9	101,892
Lc10	59,444	Ac10	77,073	Bc10	90,134	Cc10	103,196
Lc11	60,656	Ac11	78,378	Bc11	91,441	Cc11	104,502
Lc12	61,870	Ac12	79,683	Bc12	92,748	Cc12	105,810
Lc13	63,081	Ac13	80,991	Bc13	94,052	Cc13	107,119
Lc14	64,295	Ac14	82,298	Bc14	95,359	Cc14	108,422
Lc15	65,508	Ac15	83,601	Bc15	96,666	Cc15	109,727
Lc16	66,722	Ac16	84,909	Bc16	97,973	Cc16	111,036
Lc17	67,936	Ac17	86,216	Bc17	99,278	Cc17	112,342

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	69,148	Ac18	87,521	Bc18	100,583	Cc18	113,649
Lc19	70,360	Ac19	88,827	Bc19	101,891	Cc19	114,952
Lc20	71,574	Ac20	90,134	Bc20	103,196	Cc20	116,259
Lc21	72,786	Ac21	91,441	Bc21	104,502	Cc21	117,566
		Ac22	92,750	Bc22	105,811	Cc22	118,875
		Ac23	94,056	Bc23	107,117	Cc23	120,181
		Ac24	95,362	Bc24	108,423		
		Ac25	96,668	Bc25	109,729		
		Ac26	97,974	Bc26	111,035		
		Ac27	99,280	Bc27	112,341		
		Ac28	100,586	Bc28	113,647		
		Ac29	101,892	Bc29	114,953		
		Ac30	103,198	Bc30	116,259		

3. Effective January 1, 2018

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	49,253	Ac1	66,295	Bc1	79,554	Cc1	92,813
Lc2	50,482	Ac2	67,621	Bc2	80,879	Cc2	94,139
Lc3	51,715	Ac3	68,947	Bc3	82,206	Cc3	95,463
Lc4	52,945	Ac4	70,270	Bc4	83,532	Cc4	96,789
Lc5	54,180	Ac5	71,597	Bc5	84,855	Cc5	98,117
Lc6	55,410	Ac6	72,926	Bc6	86,183	Cc6	99,443
Lc7	56,641	Ac7	74,250	Bc7	87,509	Cc7	100,767
Lc8	57,872	Ac8	75,574	Bc8	88,834	Cc8	102,092
Lc9	59,103	Ac9	76,902	Bc9	90,159	Cc9	103,420
Lc10	60,336	Ac10	78,229	Bc10	91,486	Cc10	104,744
Lc11	61,566	Ac11	79,554	Bc11	92,813	Cc11	106,070
Lc12	62,798	Ac12	80,878	Bc12	94,139	Cc12	107,397
Lc13	64,027	Ac13	82,206	Bc13	95,463	Cc13	108,726
Lc14	65,259	Ac14	83,532	Bc14	96,789	Cc14	110,048
Lc15	66,491	Ac15	84,855	Bc15	98,116	Cc15	111,373
Lc16	67,723	Ac16	86,183	Bc16	99,443	Cc16	112,702
Lc17	68,955	Ac17	87,509	Bc17	100,767	Cc17	114,027

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	70,185	Ac18	88,834	Bc18	102,092	Cc18	115,354
Lc19	71,415	Ac19	90,159	Bc19	103,419	Cc19	116,676
Lc20	72,648	Ac20	91,486	Bc20	104,744	Cc20	118,003
Lc21	73,878	Ac21	92,813	Bc21	106,070	Cc21	119,329
		Ac22	94,141	Bc22	107,398	Cc22	120,658
		Ac23	95,467	Bc23	108,724	Cc23	121,984
		Ac24	96,792	Bc24	110,049		
		Ac25	98,118	Bc25	111,375		
		Ac26	99,444	Bc26	112,701		
		Ac27	100,769	Bc27	114,026		
		Ac28	102,095	Bc28	115,352		
		Ac29	103,420	Bc29	116,677		
		Ac30	104,746	Bc30	118,003		

4. Effective July 1, 2018

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	49,992	Ac1	67,289	Bc1	80,747	Cc1	94,205
Lc2	51,239	Ac2	68,635	Bc2	82,092	Cc2	95,551
Lc3	52,491	Ac3	69,981	Bc3	83,439	Cc3	96,895
Lc4	53,739	Ac4	71,324	Bc4	84,785	Cc4	98,241
Lc5	54,993	Ac5	72,671	Bc5	86,128	Cc5	99,589
Lc6	56,241	Ac6	74,020	Bc6	87,476	Cc6	100,935
Lc7	57,491	Ac7	75,364	Bc7	88,822	Cc7	102,279
Lc8	58,740	Ac8	76,708	Bc8	90,167	Cc8	103,623
Lc9	59,990	Ac9	78,056	Bc9	91,511	Cc9	104,971
Lc10	61,241	Ac10	79,402	Bc10	92,858	Cc10	106,315
Lc11	62,489	Ac11	80,747	Bc11	94,205	Cc11	107,661
Lc12	63,740	Ac12	82,091	Bc12	95,551	Cc12	109,008
Lc13	64,987	Ac13	83,439	Bc13	96,895	Cc13	110,357
Lc14	66,238	Ac14	84,785	Bc14	98,241	Cc14	111,699
Lc15	67,488	Ac15	86,128	Bc15	99,588	Cc15	113,044
Lc16	68,739	Ac16	87,476	Bc16	100,935	Cc16	114,393
Lc17	69,989	Ac17	88,822	Bc17	102,279	Cc17	115,737

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	71,238	Ac18	90,167	Bc18	103,623	Cc18	117,084
Lc19	72,486	Ac19	91,511	Bc19	104,970	Cc19	118,426
Lc20	73,738	Ac20	92,858	Bc20	106,315	Cc20	119,773
Lc21	74,986	Ac21	94,205	Bc21	107,661	Cc21	121,119
		Ac22	95,553	Bc22	109,009	Cc22	122,468
		Ac23	96,899	Bc23	110,355	Cc23	123,814
		Ac24	98,224	Bc24	111,700		
		Ac25	99,590	Bc25	113,046		
		Ac26	100,936	Bc26	114,392		
		Ac27	102,281	Bc27	115,736		
		Ac28	103,626	Bc28	117,082		
		Ac29	104,971	Bc29	118,427		
		Ac30	106,317	Bc30	119,773		

5. Effective January 1, 2019

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	50,742	Ac1	68,298	Bc1	81,958	Cc1	95,618
Lc2	52,008	Ac2	69,665	Bc2	83,323	Cc2	96,984
Lc3	53,278	Ac3	71,031	Bc3	84,691	Cc3	98,348
Lc4	54,545	Ac4	72,394	Bc4	86,057	Cc4	99,715
Lc5	55,818	Ac5	73,761	Bc5	87,420	Cc5	101,083
Lc6	57,085	Ac6	75,130	Bc6	88,788	Cc6	102,449
Lc7	58,353	Ac7	76,494	Bc7	90,154	Cc7	103,813
Lc8	59,621	Ac8	77,859	Bc8	91,520	Cc8	105,177
Lc9	60,890	Ac9	79,227	Bc9	92,884	Cc9	106,546
Lc10	62,160	Ac10	80,593	Bc10	94,251	Cc10	107,910
Lc11	63,426	Ac11	81,958	Bc11	95,618	Cc11	109,276
Lc12	64,696	Ac12	83,322	Bc12	96,984	Cc12	110,643
Lc13	65,962	Ac13	84,691	Bc13	98,348	Cc13	112,012
Lc14	67,232	Ac14	86,057	Bc14	99,715	Cc14	113,374
Lc15	68,500	Ac15	87,420	Bc15	101,082	Cc15	114,740
Lc16	69,770	Ac16	88,788	Bc16	102,449	Cc16	116,109
Lc17	71,039	Ac17	90,154	Bc17	103,813	Cc17	117,473

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	72,307	Ac18	91,520	Bc18	105,177	Cc18	118,840
Lc19	73,573	Ac19	92,884	Bc19	106,545	Cc19	120,202
Lc20	74,844	Ac20	94,251	Bc20	107,910	Cc20	121,570
Lc21	76,111	Ac21	95,618	Bc21	109,276	Cc21	122,936
		Ac22	96,986	Bc22	110,644	Cc22	124,305
		Ac23	98,352	Bc23	112,010	Cc23	125,671
		Ac24	99,718	Bc24	113,376		
		Ac25	101,084	Bc25	114,742		
		Ac26	102,450	Bc26	116,108		
		Ac27	103,815	Bc27	117,472		
		Ac28	105,180	Bc28	118,838		
		Ac29	106,546	Bc29	120,203		
		Ac30	107,912	Bc30	121,570		

6. Effective July 1, 2019

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	51,503	Ac1	69,322	Bc1	83,187	Cc1	97,052
Lc2	52,788	Ac2	70,710	Bc2	84,573	Cc2	98,439
Lc3	54,077	Ac3	72,096	Bc3	85,961	Cc3	99,823
Lc4	55,363	Ac4	73,480	Bc4	87,348	Cc4	101,211
Lc5	56,655	Ac5	74,867	Bc5	88,731	Cc5	102,599
Lc6	57,941	Ac6	76,257	Bc6	90,120	Cc6	103,986
Lc7	59,228	Ac7	77,641	Bc7	91,506	Cc7	105,370
Lc8	60,515	Ac8	79,027	Bc8	92,893	Cc8	106,755
Lc9	61,803	Ac9	80,415	Bc9	94,277	Cc9	108,144
Lc10	63,092	Ac10	81,802	Bc10	95,665	Cc10	109,529
Lc11	64,377	Ac11	83,187	Bc11	97,052	Cc11	110,915
Lc12	65,666	Ac12	84,572	Bc12	98,439	Cc12	112,303
Lc13	66,951	Ac13	85,961	Bc13	99,823	Cc13	113,692
Lc14	68,240	Ac14	87,348	Bc14	101,211	Cc14	115,075
Lc15	69,528	Ac15	88,731	Bc15	102,598	Cc15	116,461
Lc16	70,817	Ac16	90,120	Bc16	103,986	Cc16	117,851
Lc17	72,105	Ac17	91,506	Bc17	105,370	Cc17	119,235

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	73,392	Ac18	92,893	Bc18	106,755	Cc18	120,623
Lc19	74,677	Ac19	94,277	Bc19	108,143	Cc19	122,005
Lc20	75,967	Ac20	95,665	Bc20	109,529	Cc20	123,394
Lc21	77,253	Ac21	97,052	Bc21	110,915	Cc21	124,780
		Ac22	98,441	Bc22	112,304	Cc22	126,170
		Ac23	99,827	Bc23	113,690	Cc23	127,556
		Ac24	101,214	Bc24	115,077		
		Ac25	102,600	Bc25	116,463		
		Ac26	103,987	Bc26	117,850		
		Ac27	105,372	Bc27	119,234		
		Ac28	106,758	Bc28	120,621		
		Ac29	108,144	Bc29	122,006		
		Ac30	109,531	Bc30	123,394		

7. Effective January 1, 2020

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	52,276	Ac1	70,362	Bc1	84,435	Cc1	98,508
Lc2	53,580	Ac2	71,771	Bc2	85,842	Cc2	99,916
Lc3	54,888	Ac3	73,177	Bc3	87,250	Cc3	101,320
Lc4	56,193	Ac4	74,582	Bc4	88,658	Cc4	102,729
Lc5	57,505	Ac5	75,990	Bc5	90,062	Cc5	104,138
Lc6	58,810	Ac6	77,401	Bc6	91,472	Cc6	105,546
Lc7	60,116	Ac7	78,806	Bc7	92,879	Cc7	106,951
Lc8	61,423	Ac8	80,212	Bc8	94,286	Cc8	108,356
Lc9	62,730	Ac9	81,621	Bc9	95,691	Cc9	109,766
Lc10	64,038	Ac10	83,029	Bc10	97,100	Cc10	111,172
Lc11	65,343	Ac11	84,435	Bc11	98,508	Cc11	112,579
Lc12	66,651	Ac12	85,841	Bc12	99,916	Cc12	113,988
Lc13	67,955	Ac13	87,250	Bc13	101,320	Cc13	115,397
Lc14	69,264	Ac14	88,658	Bc14	102,729	Cc14	116,801
Lc15	70,571	Ac15	90,062	Bc15	104,137	Cc15	118,208
Lc16	71,879	Ac16	91,472	Bc16	105,546	Cc16	119,619
Lc17	73,187	Ac17	92,879	Bc17	106,951	Cc17	121,024

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc18	74,493	Ac18	94,286	Bc18	108,356	Cc18	122,432
Lc19	75,797	Ac19	95,691	Bc19	109,765	Cc19	123,835
Lc20	77,107	Ac20	97,100	Bc20	111,172	Cc20	125,245
Lc21	78,412	Ac21	98,508	Bc21	112,579	Cc21	126,652
		Ac22	99,918	Bc22	113,989	Cc22	128,063
		Ac23	101,324	Bc23	115,395	Cc23	129,469
		Ac24	102,732	Bc24	116,803		
		Ac25	104,139	Bc25	118,210		
		Ac26	105,547	Bc26	119,618		
		Ac27	106,953	Bc27	121,023		
		Ac28	108,359	Bc28	122,430		
		Ac29	109,766	Bc29	123,836		
		Ac30	111,174	Bc30	125,245		

C. Pay Scales for Tenured, Probationary and Continuing Faculty:

The following Annual Pay Scales are for Maximum-Load Tenured, Probationary and Continuing faculty (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

1. Effective July 1, 2016

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	52,737	A1	65,921	B1	83,061	C1	100,198
L2	54,055	A2	67,238	B2	84,379	C2	101,518
L3	55,372	A3	68,559	B3	85,697	C3	102,837
L4	56,692	A4	69,876	B4	87,017	C4	104,155
L5	58,011	A5	71,194	B5	88,335	C5	105,474
L6	59,328	A6	72,515	B6	89,652	C6	106,791
L7	60,648	A7	73,832	B7	90,972	C7	108,110
L8	61,966	A8	75,148	B8	92,289	C8	109,429
L9	63,284	A9	76,467	B9	93,607	C9	110,748
L10	64,602	A10	77,787	B10	94,927	C10	112,066
L11	65,921	A11	79,107	B11	96,245	C11	113,383
L12	67,238	A12	80,423	B12	97,561	C12	114,703

Lecturer		Assistant Professor		Associate Professor		Professor	
L13	68,559	A13	81,740	B13	98,881	C13	116,019
L14	69,876	A14	83,061	B14	100,198	C14	117,338
L15	71,194	A15	84,379	B15	101,518	C15	118,658
L16	72,515	A16	85,697	B16	102,837	C16	119,975
L17	73,832	A17	87,017	B17	104,155	C17	121,294
L18	75,148	A18	88,335	B18	105,474	C18	122,613
L19	76,467	A19	89,652	B19	106,792	C19	123,932
L20	77,787	A20	90,972	B20	108,109	C20	125,249
L21	79,107	A21	92,289	B21	109,429	C21	126,567
		A22	93,606	B22	110,751	C22	127,884
		A23	94,924	B23	112,070	C23	129,202

2. Effective July 1, 2017

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	53,528	A1	66,910	B1	84,307	C1	101,701
L2	54,866	A2	68,247	B2	85,645	C2	103,041
L3	56,203	A3	69,587	B3	86,982	C3	104,380
L4	57,542	A4	70,924	B4	88,322	C4	105,717
L5	58,881	A5	72,262	B5	89,660	C5	107,056
L6	60,218	A6	73,603	B6	90,997	C6	108,393
L7	61,558	A7	74,939	B7	92,337	C7	109,732
L8	62,895	A8	76,275	B8	93,673	C8	111,070
L9	64,233	A9	77,614	B9	95,011	C9	112,409
L10	65,571	A10	78,954	B10	96,351	C10	113,747
L11	66,910	A11	80,294	B11	97,689	C11	115,084
L12	68,247	A12	81,629	B12	99,024	C12	116,424
L13	69,587	A13	82,966	B13	100,364	C13	117,759
L14	70,924	A14	84,307	B14	101,701	C14	119,098
L15	72,262	A15	85,645	B15	103,041	C15	120,438
L16	73,603	A16	86,982	B16	104,380	C16	121,775
L17	74,939	A17	88,322	B17	105,717	C17	123,113

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	76,275	A18	89,660	B18	107,056	C18	124,452
L19	77,614	A19	90,997	B19	108,394	C19	125,791
L20	78,954	A20	92,337	B20	109,731	C20	127,128
L21	80,294	A21	93,673	B21	111,070	C21	128,466
		A22	95,010	B22	112,412	C22	129,802
		A23	96,348	B23	113,751	C23	131,140
		A24	97,686	B24	115,089	C24	132,478
		A25	99,024	B25	116,427	C25	133,816
		A26	100,362	B26	117,765	C26	135,154
		A27	101,700	B27	119,103	C27	136,492
		A28	103,038	B28	120,441	C28	137,830
		A29	104,376	B29	121,779	C29	139,168
		A30	105,714	B30	123,117	C30	140,506

3. Effective January 1, 2018

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	54,331	A1	67,914	B1	85,572	C1	103,227
L2	55,689	A2	69,271	B2	86,930	C2	104,587
L3	57,046	A3	70,631	B3	88,287	C3	105,946
L4	58,405	A4	71,988	B4	89,647	C4	107,303
L5	59,764	A5	73,346	B5	91,005	C5	108,662
L6	61,121	A6	74,707	B6	92,362	C6	110,019
L7	62,481	A7	76,063	B7	93,722	C7	111,378
L8	63,838	A8	77,419	B8	95,078	C8	112,736
L9	65,196	A9	78,778	B9	96,436	C9	114,095
L10	66,555	A10	80,138	B10	97,796	C10	115,453
L11	67,914	A11	81,498	B11	99,154	C11	116,810
L12	69,271	A12	82,853	B12	100,509	C12	118,170
L13	70,631	A13	84,210	B13	101,869	C13	119,525
L14	71,988	A14	85,572	B14	103,227	C14	120,884
L15	73,346	A15	86,930	B15	104,587	C15	122,245
L16	74,707	A16	88,287	B16	105,946	C16	123,602
L17	76,063	A17	89,647	B17	107,303	C17	124,960

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	77,419	A18	91,005	B18	108,662	C18	126,319
L19	78,778	A19	92,362	B19	110,020	C19	127,678
L20	80,138	A20	93,722	B20	111,377	C20	129,035
L21	81,498	A21	95,078	B21	112,736	C21	130,393
		A22	96,435	B22	114,098	C22	131,749
		A23	97,793	B23	115,457	C23	133,107
		A24	99,151	B24	116,815	C24	134,465
		A25	100,509	B25	118,173	C25	135,823
		A26	101,867	B26	119,531	C26	137,181
		A27	103,226	B27	120,890	C27	138,539
		A28	104,584	B28	122,248	C28	139,897
		A29	105,942	B29	123,606	C29	141,256
		A30	107,300	B30	124,964	C30	142,614

4. Effective July 1, 2018

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	55,146	A1	68,933	B1	86,856	C1	104,775
L2	56,524	A2	70,310	B2	88,234	C2	106,156
L3	57,902	A3	71,690	B3	89,611	C3	107,535
L4	59,281	A4	73,068	B4	90,992	C4	108,913
L5	60,660	A5	74,446	B5	92,370	C5	110,292
L6	62,038	A6	75,828	B6	93,747	C6	111,669
L7	63,418	A7	77,204	B7	95,128	C7	113,049
L8	64,796	A8	78,580	B8	96,504	C8	114,427
L9	66,174	A9	79,960	B9	97,883	C9	115,806
L10	67,553	A10	81,340	B10	99,263	C10	117,185
L11	68,933	A11	82,720	B11	100,641	C11	118,562
L12	70,310	A12	84,096	B12	102,017	C12	119,943
L13	71,690	A13	85,473	B13	103,397	C13	121,318
L14	73,068	A14	86,856	B14	104,775	C14	122,697
L15	74,446	A15	88,234	B15	106,156	C15	124,079
L16	75,828	A16	89,611	B16	107,535	C16	125,456
L17	77,204	A17	90,992	B17	108,913	C17	126,834

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	78,580	A18	92,370	B18	110,292	C18	128,214
L19	79,960	A19	93,747	B19	111,670	C19	129,593
L20	81,340	A20	95,128	B20	113,048	C20	130,971
L21	82,720	A21	96,504	B21	114,427	C21	132,349
		A22	97,882	B22	115,809	C22	133,725
		A23	99,260	B23	117,189	C23	135,104
		A24	100,638	B24	118,567	C24	136,482
		A25	102,017	B25	119,946	C25	137,860
		A26	103,395	B26	121,324	C26	139,239
		A27	104,774	B27	122,703	C27	140,617
		A28	106,153	B28	124,082	C28	141,995
		A29	107,531	B29	125,460	C29	143,375
		A30	108,910	B30	126,838	C30	144,753

5. Effective January 1, 2019

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	55,973	A1	69,967	B1	88,159	C1	106,347
L2	57,372	A2	71,365	B2	89,558	C2	107,748
L3	58,771	A3	72,765	B3	90,955	C3	109,148
L4	60,170	A4	74,164	B4	92,357	C4	110,547
L5	61,570	A5	75,563	B5	93,756	C5	111,946
L6	62,969	A6	76,965	B6	95,153	C6	113,344
L7	64,369	A7	78,362	B7	96,555	C7	114,745
L8	65,768	A8	79,759	B8	97,952	C8	116,143
L9	67,167	A9	81,159	B9	99,351	C9	117,543
L10	68,566	A10	82,560	B10	100,752	C10	118,943
L11	69,967	A11	83,961	B11	102,151	C11	120,340
L12	71,365	A12	85,357	B12	103,547	C12	121,742
L13	72,765	A13	86,755	B13	104,948	C13	123,138
L14	74,164	A14	88,159	B14	106,347	C14	124,537
L15	75,563	A15	89,558	B15	107,748	C15	125,940
L16	76,965	A16	90,955	B16	109,148	C16	127,338
L17	78,362	A17	92,357	B17	110,547	C17	128,737

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	79,759	A18	93,756	B18	111,946	C18	130,137
L19	81,159	A19	95,153	B19	113,345	C19	131,537
L20	82,560	A20	96,555	B20	114,744	C20	132,936
L21	83,961	A21	97,952	B21	116,143	C21	134,334
		A22	99,350	B22	117,546	C22	135,731
		A23	100,749	B23	118,947	C23	137,131
		A24	102,148	B24	120,346	C24	138,529
		A25	103,547	B25	121,745	C25	139,928
		A26	104,946	B26	123,144	C26	141,328
		A27	106,346	B27	124,544	C27	142,726
		A28	107,745	B28	125,943	C28	144,125
		A29	109,144	B29	127,342	C29	145,526
		A30	110,544	B30	128,741	C30	146,924

6. Effective July 1, 2019

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	56,813	A1	71,017	B1	89,481	C1	107,942
L2	58,233	A2	72,435	B2	90,901	C2	109,364
L3	59,653	A3	73,856	B3	92,319	C3	110,785
L4	61,073	A4	75,276	B4	93,742	C4	112,205
L5	62,494	A5	76,696	B5	95,162	C5	113,625
L6	63,914	A6	78,119	B6	96,580	C6	115,044
L7	65,335	A7	79,537	B7	98,003	C7	116,466
L8	66,755	A8	80,955	B8	99,421	C8	117,885
L9	68,175	A9	82,376	B9	100,841	C9	119,306
L10	69,594	A10	83,798	B10	102,263	C10	120,727
L11	71,017	A11	85,220	B11	103,683	C11	122,145
L12	72,435	A12	86,637	B12	105,100	C12	123,568
L13	73,856	A13	88,056	B13	106,522	C13	124,985
L14	75,276	A14	89,481	B14	107,942	C14	126,405
L15	76,696	A15	90,901	B15	109,364	C15	127,829
L16	78,119	A16	92,319	B16	110,785	C16	129,248
L17	79,537	A17	93,742	B17	112,205	C17	130,668

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	80,955	A18	95,162	B18	113,625	C18	132,089
L19	82,376	A19	96,580	B19	115,045	C19	133,510
L20	83,798	A20	98,003	B20	116,465	C20	134,930
L21	85,220	A21	99,421	B21	117,885	C21	136,349
		A22	100,840	B22	119,309	C22	137,767
		A23	102,260	B23	120,731	C23	139,188
		A24	103,680	B24	122,151	C24	140,607
		A25	105,100	B25	123,571	C25	142,027
		A26	106,520	B26	124,991	C26	143,448
		A27	107,941	B27	126,412	C27	144,867
		A28	109,361	B28	127,832	C28	146,287
		A29	110,781	B29	129,252	C29	147,709
		A30	112,202	B30	130,672	C30	149,128

7. Effective January 1,2020

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	57,665	A1	72,082	B1	90,823	C1	109,561
L2	59,106	A2	73,522	B2	92,265	C2	111,004
L3	60,548	A3	74,964	B3	93,704	C3	112,447
L4	61,989	A4	76,405	B4	95,148	C4	113,888
L5	63,431	A5	77,846	B5	96,589	C5	115,329
L6	64,873	A6	79,291	B6	98,029	C6	116,770
L7	66,315	A7	80,730	B7	99,473	C7	118,213
L8	67,756	A8	82,169	B8	100,912	C8	119,653
L9	69,198	A9	83,612	B9	102,354	C9	121,096
L10	70,638	A10	85,055	B10	103,797	C10	122,538
L11	72,082	A11	86,498	B11	105,238	C11	123,977
L12	73,522	A12	87,937	B12	106,677	C12	125,422
L13	74,964	A13	89,377	B13	108,120	C13	126,860
L14	76,405	A14	90,823	B14	109,561	C14	128,301
L15	77,846	A15	92,265	B15	111,004	C15	129,746
L16	79,291	A16	93,704	B16	112,447	C16	131,187
L17	80,730	A17	95,148	B17	113,888	C17	132,628

Lecturer		Assistant Professor		Associate Professor		Professor	
L18	82,169	A18	96,589	B18	115,329	C18	134,070
L19	83,612	A19	98,029	B19	116,771	C19	135,513
L20	85,055	A20	99,473	B20	118,212	C20	136,954
L21	86,498	A21	100,912	B21	119,653	C21	138,394
		A22	102,353	B22	121,099	C22	139,834
		A23	103,794	B23	122,542	C23	141,276
		A24	105,235	B24	123,983	C24	142,716
		A25	106,677	B25	125,425	C25	144,157
		A26	108,118	B26	126,866	C26	145,600
		A27	109,560	B27	128,308	C27	147,040
		A28	111,001	B28	129,749	C28	148,481
		A29	112,443	B29	131,191	C29	149,925
		A30	113,885	B30	132,632	C30	151,365

II. Benefits Eligibility, Premiums and Coverage for Faculty

A. Sessional Faculty

1. Sessional faculty receive 7% pay in lieu of benefits.

B. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured Faculty

1. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible for the following benefits coverage:

- a. **Medical, Dental, Life Insurance and Long-term Disability (LTD)**

- (1) Eligibility:** All Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including same-sex spouse), as well as LTD insurance, to take effect on the first day of the month following their date of employment with the University.
- (2) Payment of Premiums:** Maximum-Load faculty are responsible for 10% of the medical premiums, 80% of the long-term disability premiums and 50% of the life insurance premiums. The above premiums are pro-rated on the same basis for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%. Dental premiums are fully paid by the University for Maximum-Load faculty and pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.

- (3) **Medical Coverage:** According to the current employee group benefits booklet.
- (4) **Dental Coverage:** According to the current employee group benefits booklet.
- (5) **Life Insurance:** According to the current employee group benefits booklet.
- (6) **Long-Term Disability Insurance:** According to the current employee group benefits booklet.
- (7) **Vision Coverage:** According to the current employee group benefits booklet.

III. Pension Eligibility and Contributions for Faculty

A. Sessional Faculty

- 1. Sessional faculty are not eligible to participate in the University's pension plan.

B. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured Faculty

- 1. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are normally eligible to enrol in

the pension plan following one year of employment with the University. Such requirement may be waived by the University at the point of hire in the case of Associate or Full Professors.

- b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

IV. Vacation Entitlement

A. Sessional Faculty

- 1. Sessional faculty receive 4% pay in lieu of vacation.

B. Teaching-Intensive Stream Faculty

- 1. Teaching-Intensive Stream faculty are entitled to four weeks of paid vacation per year.

C. CLTA Faculty

- 1. CLTA faculty are entitled to four weeks of paid vacation per year.

D. Continuing, Probationary and Tenured Faculty

- 1. Continuing, Probationary and Tenured faculty are entitled to annual paid vacation at the following rate:
 - a. Four weeks/year after one year of continuous service
 - b. Five weeks/year after eight years of continuous service
 - c. Six weeks/year after 16 years of continuous service.

Annual paid vacation is not accruable beyond the current year.

APPENDIX D

ACADEMIC STAFF COMPENSATION

I. Remuneration

Wage Increases: The following wage increases are to be paid retroactively:

All Classifications

ATB increases for all academic staff as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

A. Pay Rate for Teaching Assistants:

1. Effective July 1, 2016

Teaching Assistant I (Undergraduate Research Assistant):	\$17.92
Teaching Assistant II (Marker/Grader):	\$24.57
Teaching Assistant III & IV (Tutorial Leader):	\$28.40
Teaching Assistant V (Graduate Research Assistant):	\$28.40

2. Effective July 1, 2017

Teaching Assistant I (Undergraduate Research Assistant):	\$18.19
Teaching Assistant II (Marker/Grader):	\$24.94
Teaching Assistant III & IV (Tutorial Leader):	\$28.83
Teaching Assistant V (Graduate Research Assistant):	\$28.83

3. Effective January 1, 2018

Teaching Assistant I (Undergraduate Research Assistant):	\$18.46
Teaching Assistant II (Marker/Grader):	\$25.31
Teaching Assistant III & IV (Tutorial Leader):	\$29.26
Teaching Assistant V (Graduate Research Assistant):	\$29.26

4. Effective July 1, 2018

Teaching Assistant I (Undergraduate Research Assistant):	\$18.74
Teaching Assistant II (Marker/Grader):	\$25.69
Teaching Assistant III & IV (Tutorial Leader):	\$29.70
Teaching Assistant V (Graduate Research Assistant):	\$29.70

5. Effective January 1, 2019

Teaching Assistant I (Undergraduate Research Assistant):	\$19.02
Teaching Assistant II (Marker/Grader):	\$26.08
Teaching Assistant III & IV (Tutorial Leader):	\$30.14

Teaching Assistant V (Graduate Research Assistant): \$30.14

6. Effective July 1, 2019

Teaching Assistant I (Undergraduate Research Assistant): \$19.31

Teaching Assistant II (Marker/Grader): \$26.47

Teaching Assistant III & IV (Tutorial Leader): \$30.59

Teaching Assistant V (Graduate Research Assistant): \$30.59

7. Effective January 1, 2020

Teaching Assistant I (Undergraduate Research Assistant): \$19.60

Teaching Assistant II (Marker/Grader): \$26.87

Teaching Assistant III & IV (Tutorial Leader): \$31.05

Teaching Assistant V (Graduate Research Assistant): \$31.05

B. Pay Scales for Contract Technicians and Academic Counsellors:

The following Annual Pay Scales are for Maximum-Load Contract Technicians and Academic Counsellors (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

1. Effective July 1, 2016

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	49,696
Dc2	51,116
Dc3	52,536
Dc4	53,954
Dc5	55,374
Dc6	56,795
Dc7	58,215
Dc8	59,633
Dc9	61,054
Dc10	62,475
Dc11	63,895
Dc12	65,315
Dc13	66,736
Dc14	68,152

Contract Technicians & Academic Counsellors	
Dc15	69,574
Dc16	70,994
Dc17	72,413
Dc18	73,834
Dc19	75,253
Dc20	76,673
Dc21	78,094
Dc22	79,516
Dc23	80,936
Dc24	82,357

2. Effective July 1, 2017

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	50,441
Dc2	51,883
Dc3	53,324
Dc4	54,763
Dc5	56,205
Dc6	57,647

Contract Technicians & Academic Counsellors	
Dc7	59,088
Dc8	60,527
Dc9	61,970
Dc10	63,412
Dc11	64,853
Dc12	66,295
Dc13	67,737
Dc14	69,174
Dc15	70,618
Dc16	72,059
Dc17	73,499
Dc18	74,942
Dc19	76,382
Dc20	77,823
Dc21	79,265
Dc22	80,709
Dc23	82,150
Dc24	83,592

3. Effective January 1, 2018

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	51,198
Dc2	52,661
Dc3	54,124
Dc4	55,584
Dc5	57,048
Dc6	58,512
Dc7	59,974
Dc8	61,435
Dc9	62,900
Dc10	64,363
Dc11	65,826
Dc12	67,289
Dc13	68,753
Dc14	70,212
Dc15	71,677
Dc16	73,140
Dc17	74,601
Dc18	76,066

Contract Technicians & Academic Counsellors	
Dc19	77,528
Dc20	78,990
Dc21	80,454
Dc22	81,920
Dc23	83,382
Dc24	84,846

4. Effective July 1, 2018

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	51,966
Dc2	53,451
Dc3	54,936
Dc4	56,418
Dc5	57,904
Dc6	59,390
Dc7	60,874
Dc8	62,357
Dc9	63,844
Dc10	65,328

Contract Technicians & Academic Counsellors	
Dc11	66,813
Dc12	68,298
Dc13	69,784
Dc14	71,265
Dc15	72,752
Dc16	74,237
Dc17	75,720
Dc18	77,207
Dc19	78,691
Dc20	80,175
Dc21	81,661
Dc22	83,149
Dc23	84,633
Dc24	86,119

5. Effective January 1, 2019

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	52,745
Dc2	54,253
Dc3	55,760

Contract Technicians & Academic Counsellors	
Dc4	57,264
Dc5	58,773
Dc6	60,281
Dc7	61,787
Dc8	63,292
Dc9	64,802
Dc10	66,308
Dc11	67,815
Dc12	69,322
Dc13	70,831
Dc14	72,334
Dc15	73,843
Dc16	75,351
Dc17	76,856
Dc18	78,365
Dc19	79,871
Dc20	81,378
Dc21	82,886
Dc22	84,396
Dc23	85,902
Dc24	87,411

6. Effective July 1, 2019

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	53,536
Dc2	55,067
Dc3	56,596
Dc4	58,123
Dc5	59,655
Dc6	61,185
Dc7	62,714
Dc8	64,241
Dc9	65,774
Dc10	67,303
Dc11	68,832
Dc12	70,362
Dc13	71,893
Dc14	73,419
Dc15	74,951
Dc16	76,481
Dc17	78,009
Dc18	79,540
Dc19	81,069
Dc20	82,599

Contract Technicians & Academic Counsellors	
Dc21	84,129
Dc22	85,662
Dc23	87,191
Dc24	88,722

7. Effective January 1, 2020

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	54,339
Dc2	55,893
Dc3	57,445
Dc4	58,995
Dc5	60,550
Dc6	62,103
Dc7	63,655
Dc8	65,205
Dc9	66,761
Dc10	68,313
Dc11	69,864
Dc12	71,417
Dc13	72,971

Contract Technicians & Academic Counsellors	
Dc14	74,520
Dc15	76,075
Dc16	77,628
Dc17	79,179
Dc18	80,733
Dc19	82,285
Dc20	83,838
Dc21	85,391
Dc22	86,947
Dc23	88,499
Dc24	90,053

C. Pay Scales for Permanent and Probationary Technicians and Academic Counsellors:

The following Annual Pay Scales are for Maximum-Load Permanent and Probationary Technicians and Academic Counsellors (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

1. Effective July 1, 2016

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	50,909
D2	52,366
D3	53,818
D4	55,273
D5	56,726
D6	58,182
D7	59,635
D8	61,091
D9	62,546
D10	64,000
D11	65,455
D12	66,908
D13	68,362
D14	69,818
D15	71,274
D16	72,727
D17	74,182
D18	75,636

Permanent & Probationary Technicians & Academic Counsellors	
D19	77,091
D20	78,544
D21	80,002
D22	81,456
D23	82,909
D24	84,363

2. Effective July 1, 2017

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	51,673
D2	53,151
D3	54,625
D4	56,102
D5	57,577
D6	59,055
D7	60,530
D8	62,007

Permanent & Probationary Technicians & Academic Counsellors	
D9	63,484
D10	64,960
D11	66,437
D12	67,912
D13	69,387
D14	70,865
D15	72,343
D16	73,818
D17	75,295
D18	76,771
D19	78,247
D20	79,722
D21	81,202
D22	82,678
D23	84,153
D24	85,628

3. Effective January 1, 2018

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	52,448
D2	53,948
D3	55,444
D4	56,944
D5	58,441
D6	59,941
D7	61,438
D8	62,937
D9	64,436
D10	65,934
D11	67,434
D12	68,931
D13	70,428
D14	71,928
D15	73,428
D16	74,925
D17	76,424
D18	77,923

Permanent & Probationary Technicians & Academic Counsellors	
D19	79,421
D20	80,918
D21	82,420
D22	83,918
D23	85,415
D24	86,912

4. Effective July 1, 2018

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	53,235
D2	54,757
D3	56,276
D4	57,798
D5	59,318
D6	60,840
D7	62,360
D8	63,881

Permanent & Probationary Technicians & Academic Counsellors	
D9	65,403
D10	66,923
D11	68,446
D12	69,965
D13	71,484
D14	73,007
D15	74,529
D16	76,049
D17	77,570
D18	79,092
D19	80,612
D20	82,132
D21	83,656
D22	85,177
D23	86,696
D24	88,216

5. Effective January 1, 2019

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	54,034
D2	55,578
D3	57,120
D4	58,665
D5	60,208
D6	61,753
D7	63,295
D8	64,839
D9	66,384
D10	67,927
D11	69,473
D12	71,014
D13	72,556
D14	74,102
D15	75,647
D16	77,190
D17	78,734
D18	80,278

Permanent & Probationary Technicians & Academic Counsellors	
D19	81,821
D20	83,364
D21	84,911
D22	86,455
D23	87,996
D24	89,539

6. Effective July 1, 2019

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	54,845
D2	56,412
D3	57,977
D4	59,545
D5	61,111
D6	62,679
D7	64,244
D8	65,812

Permanent & Probationary Technicians & Academic Counsellors	
D9	67,380
D10	68,946
D11	70,515
D12	72,079
D13	73,644
D14	75,214
D15	76,782
D16	78,348
D17	79,915
D18	81,482
D19	83,048
D20	84,614
D21	86,185
D22	87,752
D23	89,316
D24	90,882

7. Effective January 1, 2020

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	55,668
D2	57,258
D3	58,847
D4	60,438
D5	62,028
D6	63,619
D7	65,208
D8	66,799
D9	68,391
D10	69,980
D11	71,573
D12	73,160
D13	74,749
D14	76,342
D15	77,934
D16	79,523
D17	81,114
D18	82,704

Permanent & Probationary Technicians & Academic Counsellors	
D19	84,294
D20	85,883
D21	87,478
D22	89,068
D23	90,656
D24	92,245

II. Benefits Eligibility, Premiums and Coverage for Academic Staff

A. Teaching Assistants and Contract Academic Staff

1. Teaching Assistants and Contract Academic Staff receive 6% pay in lieu of benefits.

B. Probationary and Permanent Technicians and Academic Counsellors

1. Probationary and Permanent Technicians and Academic Counsellors are eligible for the following benefits coverage:

a. Medical, Dental, Life Insurance and Long-term Disability (LTD)

- (1) Eligibility:** All Probationary and Permanent Technicians and Academic Counsellors are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including

same-sex spouse), as well as LTD insurance, to take effect on the first day of the month following their date of employment with the University.

- (2) Payment of Premiums:** Maximum-Load Technicians and Academic Counsellors are responsible for 10% of the medical premiums, 80% of the long-term disability premiums and 50% of the life insurance premiums. The above premiums are pro-rated on the same basis for Partial-Load Technicians and Academic Counsellors according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%. Dental premiums are fully paid by the University for Maximum-Load Technicians and Academic Counsellors and pro-rated for Partial-Load Technicians and Academic Counsellors according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.
- (3) Medical Coverage:** According to the current employee group benefits booklet.
- (4) Dental Coverage:** According to the current employee group benefits booklet.
- (5) Life Insurance:** According to the current employee group benefits booklet.
- (6) Long-Term Disability Insurance:** According to the current employee group benefits booklet.
- (7) Vision Care:** According to the current employee group benefits booklet.

III. Pension Eligibility and Contributions for Academic Staff

A. Teaching Assistants and Contract Academic Staff

1. Teaching Assistants and Contract Academic Staff are not eligible to participate in the University's pension plan.

B. Probationary and Permanent Technicians and Academic Counsellors

1. Probationary and Permanent Technicians and Academic Counsellors are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All Probationary and Permanent Academic Counsellors are eligible to enrol in the pension plan following one year of employment with the University.
 - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

IV. Vacation Entitlement

A. Teaching Assistants and Contract Academic Staff

1. Teaching Assistants and Contract Academic Staff receive 4% pay in lieu of vacation.

B. Probationary and Permanent Technicians and Academic Counsellors

1. Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after six years of continuous service
- c. Five weeks/year after 12 years of continuous service
- d. Six weeks/year after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after five years of continuous service
- c. Five weeks/year after ten years of continuous service
- d. Six weeks/year after 18 years of continuous service

Annual paid vacation is not accruable beyond the current year.

2. Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after six years of continuous service
- c. 10% after 12 years of continuous service
- d. 12 % after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service

- b. 8% after five years of continuous service
- c. 10% after ten years of continuous service
- d. 12 % after 18 years of continuous service

Vacation time is paid out on the last pay of the academic year. Those wishing to take vacation time off, rather than receiving vacation pay, may do so with the approval of their supervisor. Such approval shall take into consideration operational efficiencies of the area, and shall not be unreasonably withheld. Vacation time taken is deducted from vacation pay owing.

APPENDIX E
PANEL OF ARBITRATORS

Kevin Burkett

Brian Etherington

Michelle Flaherty

Russell Goodfellow

William Kaplan

Paula Knopf

Jasbir Parmar

Lorne Slotnick

MEMORANDUM OF UNDERSTANDING

OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS

Between:

OCAD UNIVERSITY

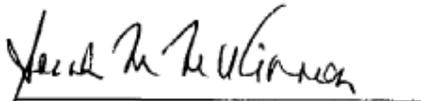
and

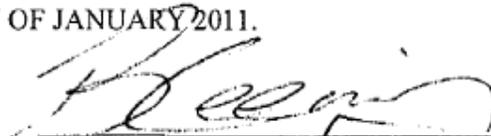
ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION ("OCADFA")

The parties have agreed that:

1. Appendix A, entitled OCAD University Policy on Intellectual Property Rights ("the Policy") shall govern the relationships between OCAD University and Faculty Members, and between OCAD University and Academic Staff in matters pertaining to Intellectual Property, unless otherwise agreed by OCAD University and OCADFA.
2. Disputes about the respective rights of OCAD University and Faculty Members, or of OCAD University and members of the Academic Staff, under the Policy shall be subject to Article 13 of the Memorandum of Agreement between OCAD University and OCADFA ("the MOA").
3. Where OCAD University and a Faculty Member are unable to reach agreement within sixty (60) days after OCAD University has informed the Faculty Member of its intention to participate in the protection, licensing and/or commercialization of patentable inventions and other registrable Intellectual Property under the Policy, with respect to the terms and conditions under which that participation shall occur, the matter shall be considered a dispute subject to Article 13 of the MOA.
4. OCAD University cannot amend the Policy as it concerns the rights of Faculty Members and Academic Staff as set out in this Letter of Understanding and its Appendix A, except with the agreement of OCADFA.
5. The Ontario College of Art & Design Collaboration Policy shall be rescinded.
6. This Letter of Understanding shall take effect upon ratification by OCAD University and by OCADFA. Bill Kaplan shall remain seized pursuant to his appointment by the parties until ratification by both parties. This Letter of Understanding and its Appendix A shall be reproduced behind the MOA following the renewal of the MOA.

SIGNED AT TORONTO THIS 5th DAY OF JANUARY 2011.


OCAD University


OCADFA

APPENDIX F

OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS

PREAMBLE

WHEREAS the common good of society is served by the unfettered search for knowledge in all fields of study, and upon its public exposition;

WHEREAS OCAD University is committed to preserving the principles of academic freedom and ensuring that all creators of Intellectual Property have their rights protected;

THEREFORE, OCAD University has adopted the following Policy.

A. DEFINITIONS

In this Policy, the following definitions apply:

- (a) *Academic Staff* means academic staff as defined in the MOA.
- (b) *Contributions* shall be assessed in accordance with the academic conventions pertaining to the discipline and Canadian intellectual property law.
- (c) *Costs* mean all costs associated with the registration, protection and enforcement of Intellectual Property rights including, but not limited to, government filing fees, legal costs, insurance, accounting and other incidental costs. *Costs* also include those costs associated directly with the research, development, creation and production of the Intellectual Property itself and indirectly through the use of any OCAD University Resources, Ordinary Support or Extraordinary Support and any costs associated with the distribution, exhibition, publication, or exploitation thereof including without

limitation marketing, promotion and advertising of the Intellectual Property or any product, good or service incorporating the Intellectual Property.

(d) *Extraordinary Support* means OCAD University funds, personnel, facilities, equipment and other resources that are provided to a Faculty Member to a degree that is in excess of that normally available and does not include “Ordinary Support”. Such “Extraordinary Support” will be recognized by all parties through a written agreement before such support is provided.

(e) *Faculty Member* means faculty member as defined in the MOA.

(f) *Intellectual Property* means any result of intellectual, design, literary or artistic activity giving rise to a copyright, patent, trade-mark, industrial design or trade secret that accrues to intellectual property by statute, application, or registration, or other rights accruing under this Policy, whether or not protected by statute, including:

(i) Inventions, arts, processes, machines, compositions of matter and improvements;

(ii) Original literary, dramatic, artistic, and musical works as well as sound recordings, performer’s performances and communication signals , including but not limited to: publications, notes, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, websites, course work delivered on the Internet, including distance education, multimedia instructional packages, course syllabi, tests and work papers, course lectures, public lectures, choreographic works, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer software, computer programs and code of all types, layouts, interfaces, applications and tools, all databases and database layouts, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, works of visual

art and music (including any software which expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia);

(iii) Proprietary information, trade secrets and know-how;

(iv) Industrial designs, architectural designs, environmental designs and artistic designs;

(v) Tangible research property including research data, and databases, integrated circuit topography, engineering drawings, engineering prototypes and other property which can be physically distributed, whether or not any such property is registrable or registered, or the subject of applications for registration;

(vi) And all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

(g) *MOA* means the Memorandum of Agreement between OCAD University and OCADFA.

(g) *Moral Rights* means the author's right to claim authorship and to protect the integrity of a work under applicable law, including (i) the right of attribution of authorship or performership, (ii) the right not to have authorship or performership falsely attributed, and (iii) the right of integrity of authorship or performership, including but not limited to the right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to the author's or performer's work which would be prejudicial to the author's honour or reputation.

(h) *OCADFA* means the OCAD University Faculty Association.

- (i) *OCAD University Resources* means facilities, equipment, materials, premises, financial and capital resources and/or administrative services made available by OCAD University and the work-time of an employee carrying out the duties associated with his or her employment.
- (j) *Ordinary Support* of a Faculty Member means regular salary, professional allowance, professional development funds, course release stipends, sabbaticals, supplies, benefits, professional support, use of the library, use of equipment including computing and other and facilities made available to a Faculty Member in the normal course of his or her employment and without the necessity of OCAD University providing additional support.
- (k) *Professional Practice/Research* has the same meaning as in the MOA.
- (l) *Sponsor* means any third party not covered under this Policy, including but not limited to an individual, corporation, partnership, not-for-profit, charitable organization, association or post-secondary institution, who provides support to the research and/or creative activities carried on by persons covered by this Policy, whether the support is provided in cash or in-kind.

B.INTRODUCTION

B.1 The status of an individual while he or she is engaged in the creation of a work shall be determinative with respect to the application of this Policy. For example, where an individual holds both an Academic Staff appointment and a Faculty Member designation, it is the “work assignment” that is assigned to the individual as part of each appointment that determines which clauses of this Policy apply.

B.2 As a publicly-assisted university, OCAD University shall have the right to report on the publications, exhibitions, shows, patents, licenses and other forms of research, scholarly and creative activity of its employees where such activities are conducted as

part of their OCAD University responsibilities.

C. ACADEMIC STAFF

C.1 Intellectual Property developed and/or created by Academic Staff as work for hire in the course of their employment by OCAD University shall be the exclusive property of OCAD University from the moment of the creation thereof and OCAD University shall have the unfettered rights thereto. An Academic Staff member is encouraged to seek clarification from his/her supervisor if there is a question about the application of this paragraph to a particular activity.

C.2 Academic Staff shall disclose fully and immediately all Intellectual Property developed in the course of their employment to their Senior Manager, Dean or the Vice-President Research and Graduate Studies.

C.3 OCAD University may, as owner of Intellectual Property as described in paragraph C.1, freely license such Intellectual Property to third parties. OCAD University will first offer the right to license such Intellectual Property to the Academic Staff member who created the Intellectual Property. If a license agreement is not reached between OCAD University and such Academic Staff member, OCAD University shall nonetheless offer a first right of refusal to such member prior to entering a license agreement with a third party. Such license agreement shall, at a minimum, always be subject to OCAD University retaining a royalty free, non-exclusive, non-transferable right to use such Intellectual Property for teaching, research and administrative purposes.

C.4 In the event that OCAD University elects to license the Intellectual Property to any third parties, OCAD University shall share with the Academic Staff, in proportionate shares equivalent to the Contributions of the Academic Staff to the work, all gross revenue derived from the exploitation thereof after the deduction of all Costs as defined in this Policy, but in any event, such share to be payable to OCAD University shall not

exceed 75% of the net revenues. OCAD University shall report to the Academic Staff in writing on a semi-annual basis all gross revenues derived from the exploitation of the Intellectual Property, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Academic Staff.

D. FACULTY MEMBERS

D.1 A Faculty Member shall not be obliged to engage in the commercial exploitation of professional or scholarly work or to provide commercial justification for it, except as agreed in any grant application, award or contract, or as set out in this Policy.

D.2 Faculty Members are free and encouraged to publish, or use other means of distribution and exhibition to disseminate, the results and proceeds of the teaching or research conducted at OCAD University or his or her Professional Practice/Research.

D.3 The ownership of all Intellectual Property in works created by a Faculty Member shall belong to the Faculty Member responsible for the creation of such work, in proportion to his or her Contributions to the work, except as provided by this Policy.

D.4 Since the dissemination of knowledge is one of the primary functions of OCAD University, the dissemination of the results and proceeds of teaching or Professional Practice/Research should be such that the results may be freely published or otherwise made available to the public. Where a Sponsor wishes to delay publication of work produced under a contract with the Sponsor, such publication delay shall not normally be longer than three (3) months from the date of the submission of the final work to the Sponsor, unless otherwise agreed in writing between OCAD University, the Sponsor and the Faculty Member.

D.5 OCAD University may enter into agreements to subcontract the services of a Faculty Member to Sponsors, with the consent of the Faculty Member. Prior to granting such

consent, a Faculty Member shall have the opportunity to consult with the OCAD University Faculty Association. In such agreements, OCAD University will advise Sponsors of the principles outlined in the Preamble and make best efforts to secure to the Faculty Member whose services are subcontracted all the rights, privileges and benefits accorded to Faculty Members in this Policy. If OCAD University makes an agreement that fails to secure the said rights, privileges and benefits to a Faculty Member as set out in this Policy, the Faculty Member shall have the right to choose not to participate. In such circumstances, OCAD University shall be free to contract with alternate individuals to provide such services to the third party. Faculty Members are encouraged to seek the advice of OCADFA prior to entering into any agreement with OCAD University and a Sponsor.

D.6 A Faculty Member will acknowledge his/her affiliation with OCAD University on scholarly and research publications, juried exhibitions and shows, trademarks, patents, or other forms of research, scholarly and creative dissemination of works whenever OCAD University Resources, Ordinary Support or Extraordinary Support was used by the Faculty Member in the creation thereof. A Faculty Member is not permitted to imply that OCAD University approves, promotes or endorses works produced as part of the Professional Practice/Research of the Faculty Member without the prior written agreement of OCAD University.

E. COPYRIGHT AND RELATED INTELLECTUAL PROPERTY RIGHTS – FACULTY MEMBERS

E.1 Paragraphs E.1 to E.12 apply to Faculty Members in respect of: (i) all copyright protected works as described in paragraphs E.2 and E.3, as well as (ii) all works giving rise to Intellectual Property as defined in this Policy and listed in paragraph E.3 that are not covered by the Copyright Act, paragraph F or registered or registrable under patent or industrial design legislation.

E.2 Copyright protection applies to all original pedagogical, scholarly, scientific, literary, dramatic, musical, artistic, designed and recorded works in any fixed medium or material form, provided such works meet the criteria set out under the Copyright Act of Canada, as amended from time to time, for copyright protection to subsist.

E.3 Subject to the requirement to meet the criteria as set out in paragraphs E.1 and E.2 above, for the purposes of this Policy, original works may include but are not limited to: websites, 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, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, communication design applications (including digital and web), interactive design, works of architectural, landscape artistic or environmental design including plans and drawings, computer software, tangible research property, research data and databases or other products of research and discovery and other works.

E.4 No Faculty Member shall claim any Intellectual Property as described at paragraphs E.1 - E.3 in any assessment, grading, report, or correspondence produced pursuant to her/his normal administrative duties within OCAD University.

E.5 No Faculty Member shall claim Intellectual Property as described at paragraphs E.1 - E.3 in any work provided by OCAD University to the Faculty Member to assist him/her in carrying out his/her duties, even if such work is modified by the Faculty Member for such purposes or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of OCAD University's affairs.

E.6 Where copyright or other Intellectual Property as described at paragraphs E.1-E.3, other than the rights covered by paragraph F, has been assigned to it by a Faculty Member, OCAD University shall give written notice to the Faculty Member who assigned such intellectual property right to OCAD University, of any agreements OCAD University enters into with third parties assigning such rights or any licenses related thereto.

E.7 Subject to paragraph E.4, all Intellectual Property described at paragraphs E.1 – E.3 in any works created by a Faculty Member who created the work using the Ordinary Support of OCAD University shall be deemed to vest exclusively in the Faculty Member, even if it was created solely on OCAD University's time and with OCAD University's facilities and resources, except in cases of works where there is a contract to the contrary between the Faculty Member and OCAD University.

E.8 When a Faculty Member is contracted by OCAD University for the express purpose of creating or producing specific works that may give rise to Intellectual Property, there shall be a written agreement between OCAD University and the Faculty Member which shall, at minimum, address the following matters:

- (i) Definition of the works(s) to be produced;
- (ii) Scheduling and funding of the project;
- (iii) Ownership and use of the works(s), including ownership of Intellectual Property described at paragraphs E.1 – E.3 above and rights in the master copy of all contracted works;
- (iv) Distribution, leasing and/or licensing of the use of the works(s), including the rights of the Faculty Member to use the work if the Faculty Member has not retained ownership;
- (v) Rights of revision, if any; and
- (vi) Definition, distribution and timing of royalty and other payments, if applicable.

E.9 Unless the written agreement between the Faculty Member and OCAD University

provides otherwise:

(i) The Faculty Member shall continue to be entitled to use works he or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations unless such entitlement or a portion thereof has been expressly waived as a condition of the commissioned work agreement or sale provided OCAD University is credited as the owner thereof. Such a sale, license or lease does not preclude a Faculty Member from requiring that the work not be associated with the Faculty Member, if that is the wish of the Faculty Member, and should the Faculty Member wish, that the Faculty Member no longer be associated with the work if the Faculty Member originally chose to be associated with it, provided the Faculty Member has not previously waived his or her Moral Rights to require same. Moreover, nothing in this provision precludes the Faculty Member from negotiating with OCAD University the waiver of any Moral Rights associated with the work;

(ii) Notwithstanding the preceding paragraph, there shall be no waiver of the Faculty Member's right to the use of distributed learning materials he or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations; and

(iii) The Faculty Member who created the work shall have the first right to participate in the revisions and updating of the commissioned work, normally at the end of five years, under a separate contract for services. In the event that the Faculty Member does not exercise such right, the OCAD University shall be free to contract with third parties to revise and update the commissioned work and the Faculty Member shall waive Moral Rights in the work in order to permit such revisions and updates. In such case, the

Faculty Member shall have no rights with respect to the revised content.

E.10 Where OCAD University contracts with a Faculty Member to create a work as described at paragraph E.8, and that contract provides that OCAD University retains the right to distribute, sell, lease or license such work to third parties for a fee or at no cost, in the event that OCAD University elects to distribute such work for a fee, then OCAD University's share under such a contract shall not exceed 75% of the net revenues earned by OCAD University from the exploitation thereof after the deduction of all Costs as defined in this Policy. OCAD University shall report to the Faculty Member in writing on a semi-annual basis all gross revenues derived from the exploitation of the commissioned work, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Faculty Member and shall pay out to the Faculty Member her/his share of royalties and net revenues within one month of each report.

E.11 An agreement between a Faculty Member and OCAD University for OCAD University to provide Extraordinary Support shall be in writing, shall be entered into in advance of the provision of such support, and shall describe the Extraordinary Support that OCAD University intends to provide or the Costs it expects to incur. OCAD University shall maintain a record of these Costs related to the Extraordinary Support for reporting to the Faculty Member. Any contract for Extraordinary Support shall specify who owns the Intellectual Property rights arising from the provision of such Extraordinary Support. Such contract shall also include an agreement with a Faculty Member who is the creator to participate in the royalties, if any. OCAD University's share of such royalties shall not normally exceed 50% of gross royalties or other proceeds earned by a Faculty Member. OCAD University's share of such royalties or other proceeds that are in excess of the Extraordinary Support shall be used to fund activities in support of research scholarship and creative activity and commercialization of OCAD University developed Intellectual Property. Disbursements of these funds shall be reported to the University community annually, no later than October 1st for the immediately preceding academic year (1 July to 30 June).

E.12 A Faculty Member entering into collaborations with a person who is not subject to this Policy is encouraged to enter into a written agreement in advance regarding Intellectual Property.

F. PATENTS, TRADE-MARKS, and RELATED INTELLECTUAL PROPERTY – FACULTY MEMBERS

F.1 Paragraphs F.1 to F.12 apply to an invention, integrated circuit, trade-mark, industrial design and any result of intellectual or artistic ability by a Faculty Member registrable under applicable law, excluding any work to which Paragraph E attaches.

F.2 Any decision concerning whether to seek patent protection or other form of registration of Intellectual Property described at paragraph F.1 rests, initially, with the Faculty Member who is the creator or inventor, unless the invention or creation is the result of services provided under a written agreement the provisions of which dictate otherwise.

F.3 A Faculty Member shall make full and complete written disclosure to OCAD University of any discovery for which she/he wishes to file a patent application or an application for another form of registration of Intellectual Property described at paragraph F.1 and shall assert at that time whether it refers to an invention, improvement, design or development made with the Ordinary Support or made with the Extraordinary Support of OCAD University. OCAD University shall affirm in writing to the Faculty Member whether any Extraordinary Support was provided to the development of the disclosed discovery, normally within thirty (30) days of the disclosure.

F.4 OCAD University shall describe in writing the time frame, normally within sixty (60) working days, within which OCAD University shall decide whether to participate in the application for a patent or for another form of registration of Intellectual Property described at paragraph F.1, and/or if issued, in its licensing and/or commercialization.

F.5 Except where the invention, improvement, design or development is made independently of OCAD University, OCAD University shall have the first right of refusal, but shall have no obligation to participate in any application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and commercialization of the invention, improvement, design or development, either solely or through a consortium. If OCAD University chooses to do so, OCAD University assumes the Costs of obtaining such protection, and will share net proceeds with the Faculty Member after the recouping of all Costs of protection, licensing and commercialization (normal requirements for assignment, cooperation, etc.). OCAD University shall be entitled to 40% of the net proceeds. OCAD University will report to the Faculty Member semi-annually and pay out shared royalties semi-annually (normally January 15 and July 15).

F.6 If OCAD University chooses not to participate in the application for registration, protection licensing and/or commercialization of the discovery, a Faculty Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or other form of registration of Intellectual Property described at paragraph F.1, and for the commercial exploitation of any invention, improvement, design or development so patented, at his/her sole expense. In such case, a Faculty Member shall enter into an agreement with OCAD University which agreement shall provide that where OCAD University has provided Extraordinary Support, OCAD University shall recover those costs by taking not more than 50% of the gross revenues in each year until such time as OCAD University has recovered its Extraordinary Support. Thereafter, OCAD University shall receive 25% of gross revenues. Where OCAD University has provided Ordinary Support, OCAD University shall be entitled to 10% of the gross revenues.

F.7 For the purpose of paragraph F.3 above, a Faculty Member shall disclose any invention, improvement, design or development to the Vice-President, Research & Graduate Studies, and her/his desire to apply for registration, protection, license and/or

commercialize same. Within thirty (30) working days of the receipt of such a full and complete disclosure, the Vice-President, Research & Graduate Studies, or his/her designate, shall inform the Faculty Member whether OCAD University shall choose to participate in the application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and/or commercialization of the Intellectual Property, identify the time frame and develop a schedule to finalize terms and conditions with the Faculty Member or his/her designate.

F.8 A Faculty Member has the right to withdraw from his/her agreement with OCAD University where OCAD University has failed to bring appropriate skill and effort to bear on the exploitation over a reasonable period of time to allow for the proper disclosure, technical assessment, protection, and negotiation of a license or other agreement, as agreed in writing between the Faculty Member and OCAD University. In such a case a Faculty Member may require all rights in the Intellectual Property described at paragraph F.1 to be reassigned to himself/herself and where that occurs, he/she shall reimburse OCAD University for the direct costs incurred to protect and license the Intellectual Property. For clarity, the Faculty Member shall retain Intellectual Property rights as described in paragraph D.3 above.

F.9 OCAD University has the right to withdraw from its agreement with a Faculty Member where the Faculty Member has failed to provide OCAD University with full, complete and timely disclosure of the Intellectual Property described at paragraph F.1 as required to properly evaluate the Intellectual Property against the criteria for patent protection or other form of registration and/or to enter into licensing or other agreements to facilitate commercialize the Intellectual Property in which case paragraph F.6 shall apply.

F.10 OCAD University shall be deemed to have, and a Faculty Member shall be deemed to have granted to OCAD University, a nonexclusive, royalty-free, irrevocable and non-transferable, noncommercializable license to use solely for OCAD University internal use any patented or otherwise registered Intellectual Property described at paragraph F.1

when such was made, discovered or developed using OCAD University Resources, Ordinary Support or Extraordinary Support.

F.11 Any net revenue that OCAD University may receive as a result of the application of this Policy shall be dedicated to research and other forms of scholarly activity and OCAD University shall report annually to the OCAD University community on the use of all net revenue for the support of research, scholarship and creative activity.

F.12 A Faculty Member entering into a collaboration to create any new invention, improvement, design or development with persons not subject to this Policy is encouraged to enter into a written contract in advance regarding Intellectual Property.

Tab 2

Ontario College of Art & Design University Act, 2002

S.O. 2002, CHAPTER 8
SCHEDULE E

Consolidation Period: From June 17, 2020 to the e-Laws currency date.

Last amendment: 2019, c. 14, Sched. 5, s. 3.

Legislative History: [+]

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INTERPRETATION AND CONTINUATION, OBJECTS AND POWERS OF UNIVERSITY

Definitions

1 In this Act,

“board” means the board of governors of the University; (“conseil”)

“property” includes real and personal property; (“biens”)

“senate” means the senate of the University; (“sénat”)

“University” means the Ontario College of Art & Design University continued under section 2. (“Université”) 2002, c. 8, Sched. E, s. 1; 2010, c. 12, s. 24.

Section Amendments with date in force (d/m/y) [+]

Continuation of corporation

2 (1) The Ontario College of Art & Design is continued as a corporation without share capital under the name Ontario College of Art & Design University in English and Université de l'École d'art et de design de l'Ontario in French and shall consist of the members of its board. 2010, c. 12, s. 25.

Conflicts

(2) In the event of a conflict between a provision of this Act and a provision of the *Corporations Act*, the provision of this Act prevails. 2002, c. 8, Sched. E, s. 2 (2).

Note: On the day subsection 4 (1) of the *Not-for-Profit Corporations Act, 2010* comes into force, subsection 2 (2) of the Act is amended by striking out "*Corporations Act*" and substituting "*Not-for-Profit Corporations Act, 2010*". (See: 2017, c. 20, Sched. 8, s. 105)

Section Amendments with date in force (d/m/y) [+]

Objects

3 The objects of the University are to provide the opportunity and environment for advanced education in art and design at the undergraduate and graduate levels and to support teaching, research and professional practice in these fields. 2010, c. 12, s. 26.

Section Amendments with date in force (d/m/y) [+]

Powers

4 (1) The University has all the powers necessary and incidental to its objects. 2002, c. 8, Sched. E, s. 4 (1); 2010, c. 12, s. 27 (1).

Degrees, etc.

(2) Subject to subsection (3), the University may confer degrees, including honorary degrees, and award certificates and diplomas in any and all branches of learning. 2019, c. 14, Sched. 5, s. 3 (2).

Same

(3) The authority of the University to confer credentials under subsection (2) shall be exercised in a manner consistent with the objects of the University set out in section 3. 2019, c. 14, Sched. 5, s. 3 (2).

Affiliation

(4) The University may affiliate or federate with other universities, colleges and institutions of learning, on such terms and for such periods of time as the board may determine. 2002, c. 8, Sched. E, s. 4 (4); 2010, c. 12, s. 27 (5).

Section Amendments with date in force (d/m/y) [+]

BOARD OF GOVERNORS

Board of governors

5 (1) There shall be a board of the University, consisting of,

- (a) the president of the University, by virtue of office;
- (b) six members, appointed by the Lieutenant Governor in Council, who are neither students nor employees of the University; and
- (c) such other members as may be set out in the by-laws of the University so long as at least a majority of the members of the board are persons who are neither students nor employees of the University. 2010, c. 12, s. 29 (1).

By-law respecting elections

(2) The board shall by by-law determine the manner and procedure for the election of members described in clause (1) (c) and eligibility requirements for election to the board. 2002, c. 8, Sched. E, s. 5 (2).

Term

(3) The term of office for each member of the board, other than the president, shall be not more than three years, as determined by by-law, and each member is eligible for reappointment or re-election. 2002, c. 8, Sched. E, s. 5 (3).

Limitation

(4) A person may not be a member of the board for more than six consecutive years, but is eligible for reappointment or re-election after one year's absence from the board. 2002, c. 8, Sched. E, s. 5 (4).

Vacancies

(5) A vacancy on the board occurs if,

- (a) a member resigns or ceases to be eligible for appointment or election to the board;
- (b) a member is incapable of continuing to act as a member and the board by resolution declares the membership to be vacated;
- (c) the board by resolution declares a membership to be vacated for failure to attend sufficient meetings, as provided in the by-laws of the University; or
- (d) a majority of the persons entitled under the by-laws of the University to vote for the election of a member vote or sign a petition in favour of removing the member from office. 2002, c. 8, Sched. E, s. 5 (5); 2010, c. 12, s. 29 (2).

Same

(6) If a vacancy on the board occurs before the term of office for which a member has been appointed or elected has expired, the vacancy shall be filled in a timely fashion, as provided in the by-laws, in the same manner and by the same body as the member whose membership is vacant was appointed or elected and the new member shall hold office for the remainder of the unexpired portion of the term of the member he or she is replacing. 2002, c. 8, Sched. E, s. 5 (6).

Quorum

(7) A quorum of the board consists of a majority of its members and that majority must include,

- (a) at least half of the members who are students or employees of the University; and
- (b) at least half of the members who are not students or employees of the University. 2002, c. 8, Sched. E, s. 5 (7); 2010, c. 12, s. 29 (3).

Chair, vice-chair

(8) The board shall annually elect a chair and vice-chair from among its members who are not students or employees of the University and shall fill any vacancy in the office of chair or vice-chair from among such members. 2002, c. 8, Sched. E, s. 5 (8); 2010, c. 12, s. 29 (4).

Duties

(9) The chair shall preside over the meetings of the board and, if the chair is unable to act or if the position is vacant, the vice-chair shall act in his or her place and, if both the chair and vice-chair are unable to act, the board may appoint a member who is not a student or employee of the University to act temporarily in their place. 2002, c. 8, Sched. E, s. 5 (9); 2010, c. 12, s. 29 (5).

Section Amendments with date in force (d/m/y) [+]

Powers and duties of board

6 (1) The board is responsible for governing and managing the affairs of the University and has the necessary powers to do so, including the power,

- (a) to determine the mission, vision and values of the University in a manner that is consistent with the objects of the University set out in section 3;
 - (a.1) to appoint and remove a chancellor;
 - (b) to appoint and remove the president;
 - (b.1) to appoint, promote, suspend and remove members of the teaching faculty, academic staff and non-teaching employees of the University, subject to subsection (1.1);
 - (b.2) to fix the number, duties and salaries and other benefits of the teaching faculty, academic staff and non-teaching employees of the University;
 - (b.3) to approve the annual budget of the University and to monitor its implementation;
 - (c) to appoint committees and assign or delegate to them such duties and responsibilities as may be provided in the by-laws of the University, including authorizing them to act on behalf of the board in the matters specified in the by-law;
 - (d) to establish advisory bodies;
 - (e) to establish administrative and operational policies and procedures, including organizational structures, staffing requirements, qualifications and duties of staff and conditions of employment;
 - (f) to establish and collect fees and charges for tuition and other services that may be offered by the University or that may be approved by the board on behalf of any organization or group of the University;
 - (g) to regulate the conduct of students, staff and all persons who use the property of the University, including denying any person access to the property;
 - (h) to define, for the purposes of this Act and the by-laws, the following terms: student, staff, employee, manager, teaching faculty and academic staff;
 - (i) to conclusively determine which body within the University has jurisdiction over any matter;
 - (j) to consider, co-ordinate and implement long-range administrative and operational plans, including the physical development of the University;
 - (k) to determine the manner and procedure for electing members described in clause 5 (1) (c) to the board, including establishing constituencies and voting practices; and
 - (l) to make by-laws, resolutions and rules for the conduct of its affairs. 2002, c. 8, Sched. E, s. 6 (1); 2010, c. 12, s. 30 (1-4).

Limitation

(1.1) The board shall not appoint, promote, suspend or remove a member of the teaching faculty, academic staff or a non-teaching employee of the University, except on the recommendation of the president of the University who shall be governed by the terms of any applicable commitments and practices of the University. 2010, c. 12, s. 30 (5).

Standard of conduct

(2) Every member of the board shall exercise the powers and carry out the duties of his or her office diligently, honestly, in good faith, in the best interests of the University and in accordance with any other criteria set out in the by-laws of the University. 2002, c. 8, Sched. E, s. 6 (2); 2010, c. 12, s. 30 (6).

Conflict of interest

(3) A member of the board or of a committee created by it who has a conflict of interest, as defined in the by-laws or conflict of interest guidelines of the University, as the case may be, in a matter in which the University is concerned shall declare his or her interest as soon as possible and no later than at the first meeting at which the matter is to be considered and, if required by the by-laws or guidelines, shall withdraw from the meeting during the discussion of the matter and shall not vote on the matter. 2002, c. 8, Sched. E, s. 6 (3); 2010, c. 12, s. 30 (7).

Exception, employee

(4) Despite subsection (3), a member of the board who is also an employee of the University may take part in discussing and voting on issues concerning general conditions of employment for University employees, unless the discussion and voting deals with the circumstances of the particular employee as an isolated issue, separate and apart from consideration of other employees. 2002, c. 8, Sched. E, s. 6 (4); 2010, c. 12, s. 30 (8).

Exception, student

(5) Despite subsection (3), a member of the board who is also a student may take part in discussing and voting on issues concerning students generally, unless such discussion and voting deals with the circumstances of the particular student as an isolated issue, separate and apart from consideration of other students. 2002, c. 8, Sched. E, s. 6 (5).

Section Amendments with date in force (d/m/y) [+]**SENATE****Senate composition**

7 (1) There shall be a senate of the University, consisting of not more than 60 members, including the following members:

1. The following persons who are members by virtue of their office:

- i. the president of the University,
- ii. the vice-president, academic of the University,
- iii. the vice president, research and graduate studies of the University,
- iv. the chancellor of the University,
- v. the dean of each faculty or, if a program is not part of a faculty, the associate dean or chair of the program,
- vi. the University registrar, and
- vii. the University director of library services or chief librarian.

2. Such number of students elected by the students of the University from among themselves as set out in the senate by-laws.

3. Such number of persons on the teaching faculty, elected by the teaching faculty from among themselves, as set out in senate by-laws, which number shall be at least twice the total number of all other members of the senate.

4. One person, other than the president of the University, appointed by the board from among the board members.

5. Such other persons as may be determined by senate by-law. 2010, c. 12, s. 31.

By-laws respecting elections

(2) The senate shall by by-law determine,

- (a) the procedures to be followed in the election of members of the senate;
- (b) the eligibility requirements for the election or appointment, as the case may be, to the senate of members described in paragraphs 2, 3, 4 and 5 of subsection (1);
- (c) the number of persons to be elected or appointed, as the case may be, to the senate under paragraphs 2, 3 and 5 of subsection (1); and
- (d) the constituencies for each of the groups referred to in paragraphs 2, 3 and 4 of subsection (1). 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Senate election**

7.1 The senate shall conduct the election of its elected members and shall determine any dispute as to the eligibility of a candidate at such election or as to a person's entitlement to vote at the election. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Term of office**

7.2 The term of office for an elected or appointed member of the senate shall be,

- (a) not more than three years, as determined by the by-laws of the senate; or
- (b) if a by-law referred to in clause (a) is not made, one year. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Loss of eligibility**

7.3 (1) If, during his or her term of office, a member of the senate elected or appointed under paragraph 2, 3, 4 or 5 of subsection 7 (1) ceases to be eligible for election or appointment to the senate under the same paragraph, he or she thereby ceases to be a member of the senate. 2010, c. 12, s. 31.

Exception, student graduation

(2) Despite subsection (1), if a student member of the senate graduates during his term of office, he or she may continue to sit as a member of the senate until the next anniversary of the day of his or her election. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Renewal of term**

7.4 (1) A member of the senate is eligible for re-election or reappointment. 2010, c. 12, s. 31.

Limitation

(2) A person elected or appointed to the senate may not be a member of the senate for more than two consecutive terms, but is eligible for reappointment or re-election after one year's absence from the senate. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Vacancies**

7.5 (1) A vacancy on the senate occurs if,

- (a) a member resigns or ceases to be eligible for appointment or election to the senate before the end of his or her term;
- (b) a member is incapable to continue to act as a member and the senate by resolution declares the membership to be vacated; or
- (c) such circumstances as may be specified in a by-law of the senate exist. 2010, c. 12, s. 31.

Same

(2) If a vacancy occurs on the senate, the senate shall,

- (a) determine, in accordance with its by-laws, whether or not to fill the vacancy; and
- (b) if the vacancy is to be filled, fill the vacancy within the time period, and according to the procedures, provided in the by-laws of the senate. 2010, c. 12, s. 31.

Completion of term

(3) The person who fills a vacancy on the senate under subsection (2) shall hold office for the remainder of the term of the member he or she is replacing. 2010, c. 12, s. 31.

Renewal of term

(4) Despite subsection 7.4 (2), a person elected or appointed to the senate under subsection (2) may be reappointed or re-elected upon the expiry of the term that he or she was elected or appointed to complete, but is eligible for further reappointment or re-election only after one year's absence from the senate. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**Powers of senate**

7.6 The senate has, subject to the approval of the board with respect to the expenditure of funds, the power to determine and regulate the educational policy of the University and, without limiting the generality of the foregoing, has the power,

- (a) to make recommendations to the board with respect to the establishment, change or termination of programs and courses of study, schools, faculties, divisions and departments;
- (b) to make recommendations to the board on the allocation or use of University resources for academic purposes;
- (c) to advise the president of the University on the staffing needs of the academic departments;
- (d) to appoint the faculty deans, associate deans and the program chairs as may be required from time to time;
- (e) to determine the curricula of all programs and courses of study, the standards of admission to the University and continued registration therein, and the qualifications for degrees, diplomas and certificates of the University;
- (f) to conduct examinations, appoint examiners and decide all matters relating thereto;
- (g) to hear and determine appeals from the decisions of the faculty councils on examinations and on applications for admission;
- (h) to award fellowships, scholarships, bursaries, medals, prizes and other marks of academic achievement;
- (i) to authorize the chancellor, the vice-chancellor or such other person as may be determined by the senate, to confer degrees, honorary degrees, diplomas and certificates on behalf of the University in accordance with section 4;
- (j) to create councils and committees to exercise its powers;
- (k) to make by-laws for the conduct of its affairs, including by-laws respecting the conduct of the election of its members. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]**CHANCELLOR AND PRESIDENT****Chancellor**

7.7 (1) The board may, in its discretion, decide to appoint a chancellor of the University. 2010, c. 12, s. 31.

Appointment committee

(2) If the board decides to appoint a chancellor, it shall establish an appointment committee to make recommendations as to the person to be appointed chancellor. 2010, c. 12, s. 31.

Same

(3) The appointment committee shall be composed of such members of the board and senate as may be determined by the by-laws of the board. 2010, c. 12, s. 31.

Appointment

(4) The board shall take into consideration the recommendation of the appointment committee when appointing a chancellor. 2010, c. 12, s. 31.

Term of office

(5) If appointed, the chancellor shall hold office for four years. 2010, c. 12, s. 31.

Reappointment

(6) The chancellor may be reappointed for a further term but shall not be reappointed for more than two consecutive terms. 2010, c. 12, s. 31.

Vice-chancellor

(7) If a chancellor is appointed under subsection (1), the president shall be the vice-chancellor of the University. 2010, c. 12, s. 31.

Duties

(8) The chancellor is the titular head of the University and, when authorized by the senate to do so, shall confer all degrees, honorary degrees, certificates and diplomas on behalf of the University. 2010, c. 12, s. 31.

Section Amendments with date in force (d/m/y) [+]

President

8 (1) There shall be a president of the University appointed by the board in such manner and for such term as the board shall determine. 2002, c. 8, Sched. E, s. 8 (1); 2010, c. 12, s. 32 (1).

Powers and duties

(2) The president is the chief executive officer of the University and has supervision over and direction of the academic and general administration of the University, its students, managers, teaching faculty and academic staff and other employees, and such other powers and duties as may be conferred upon or assigned to him or her by the board. 2002, c. 8, Sched. E, s. 8 (2); 2010, c. 12, s. 32 (2).

Vice-president

(3) The board may, on the recommendation of the president, appoint one or more vice-presidents and other managers who shall have such powers and duties as may be conferred on them by the board. 2002, c. 8, Sched. E, s. 8 (3).

Section Amendments with date in force (d/m/y) [+]

ADMINISTRATION

Meetings

9 (1) Subject to subsection (2), meetings of the board and meetings of its permanent committees shall be open to the public and prior notice of such meetings shall be given to the members and to the public in the manner provided in the by-laws of the University. 2002, c. 8, Sched. E, s. 9 (1); 2010, c. 12, s. 34.

Exclusion

(2) The board may exclude any person from part of a meeting during which a confidential matter or a matter of a personal nature concerning an individual is being considered. 2002, c. 8, Sched. E, s. 9 (2).

Section Amendments with date in force (d/m/y) [+]

By-laws

10 (1) The by-laws of the University shall be open to examination by members of the public during normal business hours. 2002, c. 8, Sched. E, s. 10 (1); 2010, c. 12, s. 35 (1).

Publication

(2) The University shall publish its by-laws in such manner and at such time as it considers proper. 2002, c. 8, Sched. E, s. 10 (2); 2010, c. 12, s. 35 (2).

Section Amendments with date in force (d/m/y) [+]

Property

11 (1) The University may purchase or otherwise acquire, take by gift, devise or bequest and hold such property as the board considers necessary for the objects of the University, and may mortgage, sell or otherwise dispose of the same as the board, in its absolute discretion, considers appropriate. 2002, c. 8, Sched. E, s. 11 (1); 2010, c. 12, s. 36 (1).

Vesting

(2) All property granted, conveyed, devised or bequeathed to the Ontario College of Art or to the Council of the Ontario College of Art, before or after this Act comes into force, and all property held in trust by the Ontario College of Art or by the Council of the Ontario College of Art, before or after this Act comes into force, is vested in the University, subject to any trusts or conditions affecting the property. 2002, c. 8, Sched. E, s. 11 (2); 2010, c. 12, s. 36 (2).

Exemption from taxation

(3) Land vested in the University and land and premises leased to and occupied by the University are exempt from provincial and municipal taxes and development charges, so long as the vested land or leased land and premises are actually used and occupied for the objects of the University. 2002, c. 8, Sched. E, s. 11 (3); 2010, c. 12, s. 36 (3).

Protection from expropriation

(4) Land vested in the University is not liable to be entered upon, used or taken by any person or corporation, and no power to expropriate land conferred after this Act comes into force shall extend to such land unless the statute conferring the power expressly provides otherwise. 2002, c. 8, Sched. E, s. 11 (4); 2010, c. 12, s. 36 (4).

Deemed vesting in Crown

(5) All property vested in the University shall be deemed to be vested in the Crown for the public uses of Ontario for the purposes of the *Real Property Limitations Act*. 2002, c. 24, Sched. B, s. 43; 2010, c. 12, s. 36 (5).

Use of property

(6) The property and the revenue of the University shall be applied solely to achieving the objects of the University. 2002, c. 8, Sched. E, s. 11 (6); 2010, c. 12, s. 36 (6).

(7) REPEALED: 2009, c. 33, Sched. 2, s. 50.

Investments

(8) The funds of the University not immediately required for its purposes and the proceeds of all property that come into the hands of the board, subject to any trusts or conditions affecting them, may be invested and reinvested in such investments as the board, in its absolute discretion, considers appropriate and, except where a trust instrument otherwise directs, such funds may be combined with trust monies belonging to various trusts in the care of the board into a common trust fund. 2002, c. 8, Sched. E, s. 11 (8); 2010, c. 12, s. 36 (7).

Borrowing

(9) The University, if authorized by its by-laws, may, on such terms and in such amounts as the board may approve,

(a) borrow money and give security on money borrowed; and

(b) issue or give bonds, debentures and obligations as security. 2002, c. 8, Sched. E, s. 11 (9); 2010, c. 12, s. 36 (8).

Section Amendments with date in force (d/m/y) [+]

Audits and reports

12 (1) The board shall appoint one or more public accountants licensed under the *Public Accounting Act, 2004* to audit the accounts, trust funds and transactions of the University at least once a year. 2002, c. 8, Sched. E, s. 12 (1); 2004, c. 8, ss. 46, 47 (2); 2010, c. 12, s. 37 (1).

Financial report

(2) The University shall make a financial report annually to the Minister of Training, Colleges and Universities in such form and containing such information as the Minister may require. 2002, c. 8, Sched. E, s. 12 (2); 2010, c. 12, s. 37 (2).

Other reports

(3) The University shall submit to the Minister of Training, Colleges and Universities all other reports as the Minister may require. 2002, c. 8, Sched. E, s. 12 (3); 2010, c. 12, s. 37 (3).

Section Amendments with date in force (d/m/y) [+]

TRANSITION

Transition

Recognition of credits and marks

13 (1) The University shall grant to all its students and former students full recognition for all credits and marks awarded by the Ontario College of Art and the Ontario College of Art & Design before the coming into force of this section. 2010, c. 12, s. 38.

First Senate

(2) Despite anything in this Act, the persons who were members of the academic council of the Ontario College of Art & Design on the day immediately before the day section 31 of the *Post-secondary Education Statute Law Amendment Act, 2010* comes into force shall, on and after that day, constitute the first senate of the University. 2010, c. 12, s. 38.

Duties of first senate

(3) The first senate of the University shall no later than July 1 after the day section 31 of the *Post-secondary Education Statute Law Amendment Act, 2010* comes into force appoint or elect new members of the senate as are necessary in order to ensure that the senate is constituted in accordance with the requirements of this Act. 2010, c. 12, s. 38.

Same

(4) Despite subsection (3), if the period between the date that section 31 of the *Post-secondary Education Statute Law Amendment Act, 2010* comes into force and the July 1 following that date is less than 12 months, the date referred to in subsection (3) shall be the next following July 1. 2010, c. 12, s. 38.

Rotating membership of senate

(5) The senate may determine that each new member of the senate appointed or elected under subsection (3) or (4), as the case may be, shall hold office for one year, two years or three years and the term of office for each new member so appointed or elected may vary from one member to the next, as the senate deems appropriate to ensure an effective succession of senate members. 2010, c. 12, s. 38.

Reappointment, etc., to senate

(6) Membership on the academic council before section 31 of the *Post-secondary Education Statute Law Amendment Act, 2010* comes into force shall be considered when determining whether a member of the first senate of the University has exceeded the limitation period specified in subsection 7.4 (2) for purposes of re-election or reappointment. 2010, c. 12, s. 38.

First senate by-laws

(7) The by-laws made by the board that relate to the academic council immediately before section 31 of the *Post-secondary Education Statute Law Amendment Act, 2010* comes into force shall, in so far as they are not inconsistent with this Act, be deemed to be the by-laws of the senate until re-enacted, amended or repealed by the senate. 2010, c. 12, s. 38.

Section Amendments with date in force (d/m/y) [+]

14 OMITTED (AMENDS OR REPEALS OTHER ACTS). 2002, c. 8, Sched. E, s. 14.

15 OMITTED (PROVIDES FOR COMING INTO FORCE OF PROVISIONS OF THIS ACT). 2002, c. 8, Sched. E, s. 15.

16 OMITTED (ENACTS SHORT TITLE OF THIS ACT). 2002, c. 8, Sched. E, s. 16.

Tab 3



Mission Statement 1: You
Mission Statement 2: Audacious
and Responsible Pursuit

Mission Statement 3: The
Questions of our Time

Mission Statement 4: The Powerful
Interplay of Art, Design, the Social
Sciences, Humanities, and the
Sciences

Vision and Mission Statements

[VISION AND MISSION PROCESS REPORT \(PDF\)](#)

Vision and Mission Statements

Vision

Transformed By Imaginations

OCAD University challenges you to audaciously and responsibly pursue the questions of our time through the powerful interplay of art, design, the social sciences, humanities, and the sciences.

Mission Statement

You

We invite you to build aware, generous and joyful communities that integrate multiple perspectives and critical practices.

[Read More](#)

Audacious and Responsible Pursuit

We nurture diversity and resilience, and practice equity, inclusion, sustainability, and respect for Indigenous voices and cultures.

[Read More](#)

The Questions of our Time

We seek and respond to the questions of our time to enrich our disciplines and act as transformative social, economic, environmental, and cultural agents.

[Read More](#)

The Powerful Interplay of Art, Design, the Social Sciences, Humanities, and the Sciences

We engage with materials, data, technologies, ideas and pedagogy and diverse Indigenous perspectives to support unique research, studio practice and learning, creating interdisciplinary and emergent forms of knowledge.

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**IGNITE
IMAGINATION**



Mission Statement 1: You
Mission Statement 2: Audacious
and Responsible Pursuit

Mission Statement 3: The
Questions of our Time

Mission Statement 4: The Powerful
Interplay of Art, Design, the Social
Sciences, Humanities, and the
Sciences

Vision and Mission Statements

Vision and Mission Statements

Mission Statement 2: Audacious and Responsible Pursuit

'We nurture diversity and resilience, and practice equity, inclusion, sustainability, and respect for Indigenous voices and cultures.'

Our diversity provides a wellspring of alternative knowledge that equips us to respond to complex issues, changing how we see, think and act in the world and with one other.

Empathy and ethical direction provide a compass that orients our perspectives, while equity and diversity call for inclusive pedagogical processes and structures. Decolonization requires the examinations of historical and social contexts, building a sound, solid Indigenous foundation, collaborative leadership, and a strategic refocusing of resources, spaces and curriculum.

At OCAD University, we invite and enable local and global community discussions. We actively engage and challenge dominant worldviews, provoking vast potential for critical integration and change.

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**IGNITE
IMAGINATION**

Tab 4

The background of the cover is a photograph of a modern building's exterior. It features several thick, colorful columns in shades of blue, yellow, and grey. The upper part of the building has a white facade with a grid of black square perforations. The sky is a clear, bright blue.

OCAD UNIVERSITY ACADEMIC PLAN

**TRANSFORMING
STUDENT EXPERIENCE
2017-2022**

OCAD University acknowledges the ancestral and traditional territories of the Mississaugas of the New Credit, the Haudenosaunee, the Anishinaabe and the Huron-Wendat, who are the original owners and custodians of the land on which we live, work and create.

OCAD UNIVERSITY ACADEMIC PLAN 2017 - 2022 TABLE OF CONTENTS

OCAD UNIVERSITY

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A NEW VISION FOR OCAD UNIVERSITY



**As designers,
our students will
contribute to
improvements
in every aspect
of human existence**

A NEW VISION FOR OCAD UNIVERSITY

IN 2015/2016, OCAD University (OCAD U) undertook a process of revising its vision and mission statement to reflect our identity as it has evolved into the 21st century. The new vision and mission statement for OCAD U emphasizes its role as a specialized art and design university that brings a focus on higher education as transformative, and articulates the institution's commitment to graduating students who have the skills and disposition to create a future worth inheriting. Graduates will make transformative contributions in local and global communities, equipped with a strong sense of ethical responsibility, informed and produced by highly developed making and critical thinking skills. They will be artists and designers who are grounded in humanities, social science and science knowledge. They will be prepared to enter the workforce, continue higher education or start their own practice with an entrepreneurial energy nourished by a high level of interdisciplinary facility in diverse material practices informed by craft methodology and maker culture, communication media and digital literacy.

This confluence of skills and knowledge positions our graduates to ask relevant questions both in their working lives and in their social engagement with the world, and to provide thoughtful, creative solutions to problems that they are equipped to understand as often complex and highly contextual, and frequently requiring interdisciplinary collaboration. Learning in an environment that recognizes, acknowledges

MISSION STATEMENT

TRANSFORMED BY IMAGINATIONS

OCAD UNIVERSITY challenges you to audaciously and responsibly pursue the questions of our time, through the powerful interplay of art, design, the social sciences, humanities and the sciences.

and moves towards dismantling and ending systems of oppression, our students are well positioned to enhance the ethical outcomes of the future.

As designers, our students will contribute to improvements in every aspect of human existence, from devices to engage with the experience of aging, to urban planning that facilitates the sustainability of diverse neighbourhoods, to strategic foresight and design thinking that aligns long-term planning with environmental and human needs, to indie game design that challenges assumptions about who is making games and who is playing them, to making the everyday objects that we wear and with which we live, to technological innovations that remove barriers to access and improve lives, communities and economies.

As artists, they will make profound contributions to how we perceive the world, posing questions about the character of reality and perception, challenging and changing pervasive systems of thought that oppress equity-seeking communities, capturing moments of beauty in astonishing and unanticipated ways and startling us into making unexpected connections between the life of the mind, the body, the materials we engage with and the social, cultural, economic, technological and physical world we inhabit.

As curators, art historians and interdisciplinary scholars they have the capacity to interrogate and steward cultural production, take on the responsibilities of cultural management and critique, push the boundaries of contemporary thought and evaluate long-held narratives of human life and the planet in ways that enlighten, challenge, impassion and sometimes move people to action.

OCAD U will support learning from the early years through an increasingly aging population. As OCAD U implements its academic plan and builds its facilities and resources it will return its domestic undergraduate numbers to at least those of previous years and will continue to grow its domestic graduate numbers. It will strengthen its international student base in both undergraduate and graduate programs. It will develop strategies to reach back into K-12 to nurture student capacity and interest in OCAD U and reach forward, providing a resource for lifelong learning for alumni and for the larger community in Toronto and well beyond.

Furthermore, we will draw from our own knowledge base, whether in strategic foresight, design thinking and inclusive design, Indigenous and diverse knowledge and methods, studio experimentation and embodied knowledge, to find methods of implementing the Academic Plan.



THE NEXT FIVE YEARS: PRIORITIES AND GOALS FOR 2017-2022

THE UNIVERSITY ACADEMIC PLAN 2017-22 articulates OCAD U’s strategies for realizing our redefined vision as described above within the context of budgetary challenges, shifts in student needs, changing faculty priorities, and anticipated changes in public funding.

We have identified 15 priorities that will be our focus for the next five years, grouped under four strategic areas that support our Vision and are aligned with our four Mission statements:

ACADEMIC PLAN STRATEGIC AREAS		MISSION STATEMENTS
1	Social, Cultural and Economic Change Agents	Audacious and Responsible Pursuit
2	Transformative Education	The Powerful Interplay of Art, Design, Social Sciences, Humanities and Science
3	Student Success	Building Generous and Joyful Communities
4	Advancing Knowledge Creation and Research	The Questions of Our Time

Throughout the document we highlight the alignment between the four mission statements of OCAD U and the four strategic areas identified here.

GUIDING PRINCIPLES FOR THE ACADEMIC PLAN

THE SIX GUIDING PRINCIPLES that underwrite the priorities identified in this document articulate a commitment to creating an inclusive and accessible environment that is open, dynamic and representative of an institution known as the “University of the Imagination.”

These principles encompass a profound commitment to social and academic innovation and establish the basis for the academic plan’s priorities and strategic goals. The distinct practice-based education that we offer recognizes that the breadth of professional and research achievements among our faculty¹ in the fields of art, design, and liberal studies have a direct relationship to the learning environment in the classroom and studio. OCAD U faculty includes tenured, tenure-track, continuing, teaching intensive stream (TIS), contractually limited term appointments (CLTA) and sessionals. The institution also recognizes the important role librarians, technicians, and non-credit faculty play in teaching, learning and research at the university. This plan acknowledges the complexity of knowledge within the hybrid studio environment at OCAD U. With this comes the need to recognize diverse perspectives as the plan undergoes implementation.

¹ The word “faculty” here and throughout the document refers to tenured, tenure-track, TIS, continuing, CLTA, and sessional faculty. OCAD U also recognizes the important role librarians play in teaching, learning and research at the university.

GUIDING PRINCIPLES	
1	DECOLONIZATION
2	DIVERSITY AND EQUITY
3	SUSTAINABILITY
4	VALUING FACULTY
5	INTERDISCIPLINARITY
6	HEALTH AND WELLNESS

PRINCIPLE 1

DECOLONIZATION

OCAD U recognizes that we are bound together in the struggle to create a more just world. OCAD U understands that transformative education after the recommendations of the Truth and Reconciliation Commission of Canada requires that we critically transform the settler social relations that underpin knowledge production and what constitutes knowledge within the university context and beyond. We are committed to ensuring that the multiplicity of histories and perspectives of racialized and Indigenous students, faculty and staff are recognized and affirmed in their experiences at the institution. Through a process of ongoing reflexivity, we will more prominently include social justice, critical methodologies and Indigenous knowledges in our relations, curricula, pedagogy, research practices, policies and processes.

PRINCIPLE 2

DIVERSITY AND EQUITY

As an institution committed to the production, stewardship and interrogation of expressive culture, OCAD U recognizes the profound and essential value that diversity brings to the creation, reception and circulation of creative practices and discourse. Valuing diverse creative practices, forms of knowledge and methods of making enriches and is essential to the



Powwow celebrating launch of Aboriginal Visual Culture BFA program. Photo by Angie Griffith.

institution's core mission and vision as an art and design university with a local and global scope, and that provides students with the capabilities to be successful global citizens and creative participants in a complex world.

We acknowledge that a commitment to the principles of equity requires an engagement with and response to the complex, systemic and often deeply embedded ways that systems and practices exclude disproportionately under-represented communities, and that advancing equity extends beyond the numerical representation of under-represented communities or the inclusion of under-represented groups in order to achieve diversity. Equity requires the implementation and evaluation of specific measures or policies that recognize, address and remediate the exclusion of under-represented groups from institutions of higher learning specifically, and from the larger art, craft and design sectors generally.

Design thinking and experimental approaches to art are fundamental tools needed to resolve the grand challenges of the 21st century.

PRINCIPLE 3 **SUSTAINABILITY**

As a university, we are responsible for cultivating a world view that is capable of enhancing globally interconnected life systems. Our commitment to sustainability that recognizes that an integral ecology embraces ecological health, social wellness and economies as interconnected and interdependent requires dedicated advocacy and stewardship in all aspects of university life. This commitment upholds innovative solutions and divergent thinking to replace dysfunctional models. Design thinking and experimental approaches to art are fundamental tools needed to resolve the grand challenges of the 21st century. As an institution, we are uniquely positioned to respond through our commitment to transformative action in advancing sustainability as a cultural and material practice. In order to establish a “new normal” in which ecological and social sustainability remains a key priority, the University will embrace critical thinking, alternative practices of material engagement, principles of life-cycle design and systems thinking and collaborative action.

PRINCIPLE 4 **VALUING FACULTY**

At OCAD U, we recognize that our success as an institution depends upon the excellence of our faculty. They are the cornerstone of our institutional commitment to transformative education and student success. As acclaimed artists, designers and academics, faculty members bring their scholarly, professional and pedagogical contributions to the classroom and studio. Such contributions underpin our dedication to discipline-based education within an interdisciplinary context.

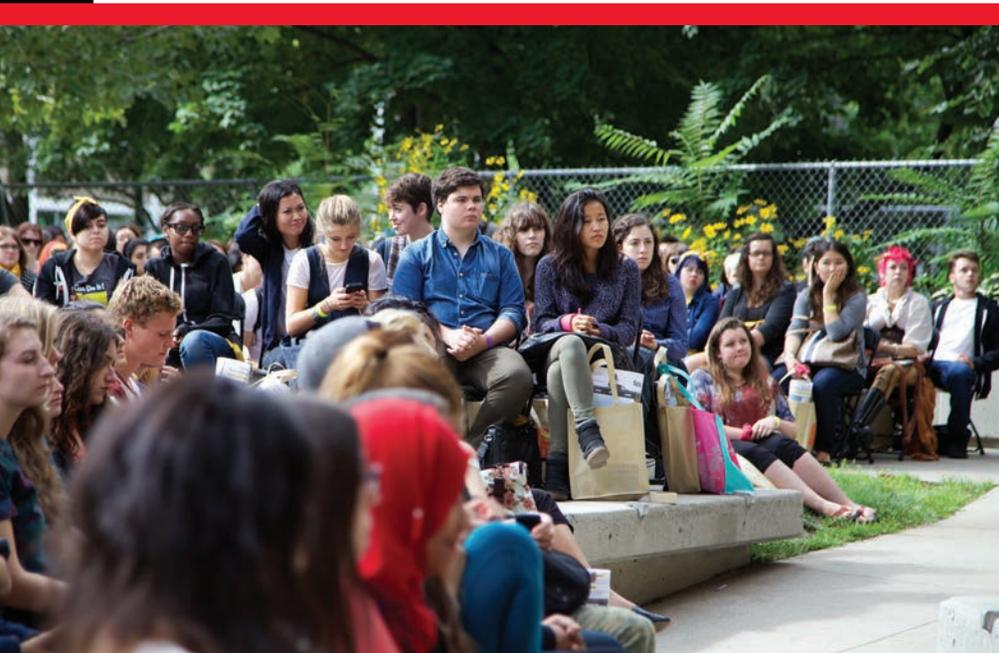
OCAD U is committed to recruiting and retaining the highest quality faculty, and creating a supportive environment within which they can thrive. Within an institution that is poised to lead in the field of practice-based research, OCAD U is invigorated by our faculty members’ commitment to professional and research practices and recognizes the key role faculty play in our students’ success. OCAD U recognizes that faculty members’ contributions in fields of art, design and liberal studies are not only inseparable from their teaching, but also indispensable to it, and OCAD U is committed to supporting all faculty members in their scholarship, teaching and creative and professional practice, as well as providing ongoing engagement with retired faculty.

PRINCIPLE 5 **INTERDISCIPLINARITY**

H. Jacobs defines interdisciplinarity as “a knowledge

view and curriculum approach that consciously applies methodology and language from more than one discipline to examine a central theme, issue, problem, topic or experience.”² An interdisciplinary education fosters a capacity for critical inquiry, foregrounding the ways we produce knowledge, ask critical questions, along with developing and employing methodologies to answer those questions. Interdisciplinarity is critical to realizing our vision

² Jacobs, H. (1989). *Interdisciplinary Curriculum: Design and Implementation*. Alexandria: Association for supervision and Curriculum Development



statement’s commitment to educating students who are ready to pursue the questions of our time.

It is only through a deep and nuanced understanding of knowledge as contextual and contingent that our students can develop bold and innovative answers that are grounded in ethical and empathetic thinking.

PRINCIPLE 6

HEALTH AND WELLNESS

The health of our students, staff and faculty is an integral component of our institution’s success. We perceive our emotions and experiences – positive and negative – to be a source of the creativity that is at the core of our mission as an institution. We also understand that building resilience – the ability to adapt and recover from difficult experiences, adversity, illness, trauma and other significant stressors – is critical to the educational process at OCAD U and to the development of a flourishing campus. We have brought our considerable teaching, research and practice strength from a range of disciplines to bear in meeting the challenges of health care in the 21st century through the graduate program in Design for Health, and growing research activities. We will continue to leverage those strengths, both internally and beyond our campus, to build healthy communities through innovation, invention and recognition of our established responses and strengths.

Students participate in O-Days on the OCAD U campus / Photo by Sarah Mulholland

OCAD UNIVERSITY'S PRIORITIES FOR 2017-2022



**We recognize that
inclusive studios and
classrooms support deep
learning, significant
learner engagement, rich
research and powerful
artistic expression**

SOCIAL, CULTURAL AND ECONOMIC CHANGE AGENTS

PRIORITY 1

INDIGENOUS LEARNING: NOTHING ABOUT US WITHOUT US³

Our commitment at OCAD U is to be inclusive of Indigenous knowledge, provide Indigenous students with an environment where they can succeed and thrive and support Indigenous faculty and staff.

We share a belief in the need for a transformation through arts and culture in society and community, and we recognize that the process of decolonization is an ongoing one and that there is still much work to do. In responding to the Calls to Action of the Truth and Reconciliation Commission, OCAD U is committed to adopting the 13 Principles on Indigenous Education outlined by Universities Canada as a critical link to redress the intergenerational and ongoing legacy of the residential school

³ 'Nothing about us without us,' is a term that suggests no policy should be designed without full and direct participation of the members of any group affected by the policy. Its origins lie in central Europe, and in particular 1505 Poland and the legislation that transferred power from the monarchy to parliament at that time. The first English use of the term came through disability activism in the 1990's, and it has recently been taken up by Mi'kmaq scholar Marie Battiste among others to stress the need for inclusion within governance structures and all activities and decision-making involving Indigenous peoples.

MISSION STATEMENT #1

AUDACIOUS AND RESPONSIBLE PURSUIT

We nurture diversity and resilience, and practice equity, inclusion, sustainability, and respect for Indigenous voices and cultures.

system,⁴ as well as to adhere to the recommendations in the United Nations Declaration on the Rights of Indigenous Peoples, The Journey Forward: Ontario's Commitment to Reconciliation with Indigenous Peoples (Ministry of Indigenous Relations and Reconciliation) and the Royal Commission on Aboriginal Peoples. OCAD University was one of the first art and design institutions in Canada to launch a degree in Indigenous Visual Culture, which laid critical foundations from which to build. OCAD U will work in tandem with our Aboriginal Education Council, our Indigenous Student Association and with all faculty and staff across the university to support the process to

⁴ Honouring the Truth, Reconciling the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada. 2015.

The research of Indigenous scholars is increasingly valued for generating parallel pathways of knowledge, and we will draw upon this scholarship as we further develop Indigenous learning at OCAD U.

decolonize the institution and to recognize, acknowledge, implement and vitalize Indigenous visual culture.

We recognize that across the academy in Canada, and within OCAD University, systemic racism has led to unbalanced and unhealthy relationships leading to questions regarding cultural safety and creating barriers to student success. Indigenous faculty members face similar systemic obstacles. The research of Indigenous scholars is increasingly valued for generating parallel pathways of knowledge, and we will draw upon this scholarship as we further develop Indigenous learning at OCAD U. With our commitment to honour the TRC Calls to Action comes a need to advance Indigenous ways of knowing and being within the academy, as well as recognizing ongoing obligations and activities in home communities as legitimate service undertakings.

Indigenous knowledge systems are often not reflected in university curricula, and pedagogical approaches may not align with Indigenous epistemologies and ontologies. Indigenous students may be attending university far from

their home communities, often as mature students, and need to be provided with appropriate support systems and services to facilitate their success and well-being, ensuring a thriving voice and active presence.

These systemic barriers to success for Indigenous faculty and students are not easily overcome, as they are embedded in a western cultural framework. In their article entitled “Troubling Good Intentions,” Sarah de Leeuw, Margo Greenwood and Nicole Lindsay urge their readers to acknowledge that policies intended to amend the impacts of colonialism in universities and beyond will always to some extent re-enact those impacts, and that consequently universities must remember to look in the mirror as they undertake this process.⁵

In order to do this work with the necessary care and critical awareness, OCAD U will approach Indigenous learning in a highly consultative and inclusive way with Indigenous faculty, staff and students and the Aboriginal Education Council. Ongoing training for non-Indigenous faculty and staff will be provided so that the OCAD University environment is one where Indigenous students and visual culture can prosper. Within that context we will develop a comprehensive long-term commitment to fostering a climate of respect and dignity, as well as the implementation of concrete measures, supported through curriculum

⁵ de Leeuw, S., M. Greenwood and N. Lindsay, (2013) “Troubling Good Intentions,” *Settler Colonial Studies* 3:3-4 (381-394).

development, towards advancement for First Nations, Métis and Inuit peoples.

GOALS

1. Adopt and realize Universities Canada's 13 Principles on Indigenous Education, including resources for Indigenous students, Indigenization of the curriculum and Indigenous education leadership.
2. Establish criteria and seats for the Aboriginal Education Council at the governance level.
3. Strike a Provost's Task Force to study and make recommendations on the establishment of a Senate Indigenous Education Advisory Committee and the development of an Indigenous Strategic Plan that will guide the adoption of best practices for providing support and ensuring cultural safety for Indigenous faculty, staff and students, including recommendations on curricular reform to include Indigenous knowledges, Indigenous histories, Indigenous craft decolonizing traditional western histories of art and design, pedagogy and modalities of learning.
4. Establish an Indigenous subcommittee of Senate.
5. Create opportunities for all members of the university community to increase their understanding of Indigenous history, arts and culture and the interrelations between Indigenous peoples and historic and contemporary Canada in order to recognize what changes might be needed.



Artwork by OCAD U 2017 graduate Meryl McMaster

6. Increase the number of Indigenous faculty members in all Faculties.
7. Engage in institutional and environmental research to identify barriers and thereby increase access to art and design degree programs for Indigenous students.



Photo by Christina Gopic

8. Enhance support services for Indigenous students.
9. Review and revise criteria for tenure, promotion and merit to be inclusive of Indigenous ways of knowing, research and creative practices, pedagogical techniques and alternative ways of fulfilling service obligations.
10. Starting with a focus on Toronto and southern Ontario communities, continue to develop partnerships, shared and joint programming and credit transfer and articulation agreements with Indigenous supported/focused organizations, secondary/post-secondary institutions and Indigenous communities.
11. After study and review, implement a requirement for undergraduate students to complete a minimum of one Indigenous Visual Culture course as part of their degree program.
12. Implement Call to Action #79 of the Truth and

Reconciliation, Commission which calls on commemorative bodies in Canada to commit to a process of honouring Indigenous histories and contributions while devising processes of reconciliation in public spaces into the Creative City Campus. The Call states: “We call upon the federal government, in collaboration with Survivors, Aboriginal organizations, and the arts community, to develop a reconciliation framework for Canadian heritage and commemoration.”

13. Educate and embed land acknowledgement significance and community protocols at OCAD University – governance, public presentation, etc.
14. Do a formal review of Indigenous content in all courses at the University.

PRIORITY 2

ADVANCING EQUITY, DIVERSITY AND INCLUSIVE DESIGN

OCAD U is committed to employing best practices for increasing and sustaining a diverse faculty, staff and student complement. We are committed to making all of our teaching and learning inclusive of every member of our community and to addressing structural, technological, systemic, linguistic, and cultural barriers that exclude equity-seeking communities from contributing fully to OCAD U. Our vision is that everyone in the OCAD U community can participate, learn and work in any/all of OCAD U’s learning and

teaching experiences, facilities and spaces, events and professional opportunities. Design standards will be created and adopted across all galleries at OCAD U to ascertain equitable access to information and exhibited works.

We recognize that inclusive studios and classrooms support deep learning, significant learner engagement, rich research and powerful artistic expression. We also understand that learning is a two-way process and that faculty members and staff are also whole people whose needs must be incorporated into the way we pursue our mission. We therefore commit to practice inclusive education and employment, welcoming the diverse needs and experiences of students, faculty, staff and other stakeholders with a range of experiences, abilities and learning styles.⁶

GOALS

1. Improve the representation of equity-seeking communities in staff, faculty and leadership positions, with a particular focus on racialized and Indigenous Peoples, members of the LGBTQ communities and persons with disabilities.
2. Set specific, measurable goals for promoting change and removing barriers in OCAD U's

⁶ This definition is based on 'Introduction to Accessible Education,' accessed 1 June 2016 at www.accessiblecampus.ca/educators/intro-to-accessible-education/, but it also includes reference to the context and/or environment in which access is needed, as found in the FLOE 'Inclusive Learning Design Handbook,' accessed 1 June 2016 at <http://handbook.floeproject.org>

employment equity plans; create clear timelines for achieving these goals; allocate adequate resources to meet these goals; ensure accountability and responsibility for meeting goals; and include a mechanism for regularly reviewing and evaluating progress towards the identified goals.

3. Identify, develop and implement critical and globally conscious pedagogy in all programs, and provide learning opportunities in Inclusive Design and methods of making drawn from the experience of people who encounter marginalization.
4. Develop an inclusive approach to integrate persons with disabilities into all aspects of the University.
5. Establish a Senate working group – in partnership with students, staff and faculty thought leaders, including members of marginalized communities



OCAD U Medal Winner Tia Cavanagh. Photo by Martin Iskander

– to establish and implement a process to embed equity within the curriculum and create a framework to assess faculty needs and skills.

6. Identify barriers to faculty success and advancement, such as access to professional development and support for research and pedagogy, and set goals to eliminate barriers.
7. Identify and implement training, processes and resources to build capacity across programs and faculties to develop critical and decolonizing pedagogy, non-western paradigms, methods and methodologies.
8. Invest in technologies and environments that support and promote a range of approaches to teaching that best reflect the range of students' learning preferences and needs (language learning, culture, gender, abilities, etc.).
9. Encourage faculty to make use of available resources to develop accessible course materials and teaching strategies, as well as systems for the production of alternate formats.

PRIORITY 3

SUSTAINABLE FUTURES

As an institution that champions imaginative art and design in service to the world, we have an urgent and primary responsibility to embed a newly defined sustainability as a foundational pillar within our Academic Plan and to foster a culture of that sustainability in every facet of OCAD U: curriculum, operations, community and administration.

Advancing responsible and sustainable practices in our own institutional settings and educational offerings is paramount. OCAD U is committed to collaborative actions on local, regional and global sustainability imperatives that develop more reciprocal relationships with people and land. The University understands sustainability as a framework that includes environmental greening, but is also interwoven with the curriculum and accompanying themes outlined in the Academic Plan, including equitable social relations, well-being and Indigenous knowledge. Moreover, the University is a 'learning laboratory' and the successful delivery of transformative education is directly interconnected with the spatial environment and building operations. We believe that more lasting and consequential benefits will come from educating the next generation of makers to promote and use sustainable practices. A rich and nuanced understanding of 'sustainability' as both an awareness and practice will build a just, healthy and resilient environment for all. OCAD U can provide tangible, meaningful and hopeful ways for students to imagine, articulate and design their way into a future worth inheriting. Achieving tangible outcomes from this visionary commitment requires seamless collaboration and an unwavering unity of purpose amongst the administration, faculty, staff and students. Design thinking, critical engagement with materiality and experimental approaches to art are fundamental tools needed to address climate change and other ecological challenges in the pursuit of more reciprocally-beneficial land and social relations. As an institution, OCAD U is uniquely positioned to respond through our

An internationalized learning journey helps students at all stages of their studies develop global, multicultural and multilingual perspectives

commitment to transformative research, innovative problem-solving and collaborative action.

GOALS

1. Systematically assess how sustainability is currently addressed within the curriculum and recommend a plan to enhance and further integrate this priority into the curriculum.
2. Develop new course and program options and integrate relevant content into existing courses to teach and promote socially and ecologically responsible art and design approaches that reflect the United Nations Sustainable Development Goals and the Earth Charter, and the United Nations Declaration on the Rights of Indigenous People.
3. Establish a sustainability research cluster or lab bringing together faculty and students from across all Faculties to investigate and innovate art and design practices that enhance and promote sustainable and ecologically focused research.
4. Create new student field placements and internships that will include opportunities across a range of sectors and OCAD U partner

organizations that focus on sustainability as a fundamental value of their operations.

5. Provide professional development resources for faculty to integrate sustainability into curriculum as well as actionable means for faculty and students to apply regenerative practices that ultimately produce ecological benefits, rather than simply reduce harm.

PRIORITY 4

INTERNATIONALIZATION

OCAD U has long recognized the benefits of a strong international reputation and of global partnerships and networks that enrich our students' learning and extend the impact of our students' and faculty members' practice and research. An internationalized learning journey helps students at all stages of their studies develop global, multicultural and multilingual perspectives and attributes that will equip them for multiple working environments while boosting the institution's ability to attract top-quality faculty and staff from around the world. At the same time, fostering international collaboration helps develop a robust enrolment strategy and an inclusive alumni network of international graduates.

With the advantage of location – in the heart of the world's most multicultural city – OCAD U can provide many of the hallmarks of an effective international education. Strategies for realizing what is often referred to as “internationalization-at-home” can include visiting artists and artists in residence,

international speaker series, exhibitions of international artists and designers at our professional gallery, think-tanks from abroad, shared lectures and assignments and courses between universities, field trips to exhibitions on global themes, partnerships with local cultural communities and internationalizing our curriculum. All of these activities contribute to exposing students to international perspectives and connect them with opportunities to learn and engage outside Canada.

GOALS

1. Establish benchmarks for each program area to integrate internationalization into curricula and enhance globally focused learning.
2. Enhance communication and outreach strategies to help the university continue to meet its strategic goals to grow international student recruitment at both undergraduate and graduate levels.
3. Enhance institutional support for international English Language Learning (ELL) students to help them succeed academically, participate fully in their communities of creative practice and foster cross-cultural exchange.
4. Assess faculty needs/skills in order to build upon and enhance existing professional learning resources and opportunities for faculty to support and develop critical and globally conscious pedagogy.
5. Increase student participation in international mobility by addressing barriers to exchange and building more accessible short-term opportunities through courses, field trips, bursaries, workshops and in-course international collaborations, including virtual/online collaboration.
6. Develop models for short-term in-bound international students through creative use of spring and summer semesters.
7. Build on Indigenous Visual Culture research, including that of the Canada Research Chair in Indigenous Visual Culture and Curatorial Practice, to forge international ties with and opportunities for Indigenous faculty and students, including mobility programs.
8. Develop opportunities for international experiences for faculty and develop a model for faculty exchange and research collaboration that includes negotiated agreements to facilitate bilateral exchange with international partner institutions.
9. Open up and expand participation and use of the Florence Studio by developing programs from all OCAD U Faculties that would use the facilities during spring and summer.
10. Work in partnership with Toronto's diverse cultural communities to host international and local artists to showcase the city's diverse cultural communities through the nine galleries that make up the university's galleries system.

**Studio learning,
fundamentally
experiential in nature,
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institution's inception
in 1876.**

TRANSFORMATIVE EDUCATION

PRIORITY 5

DISCIPLINARY POROSITY AND CROSS-FERTILIZATION

Arguably, one of the richest experiences for interdisciplinarity at OCAD U is the open studio environment and expansion studio courses where students from multiple Design, Art and Liberal Arts and Sciences programs meet during the production of projects, artworks, as well as designed digital and analog products, services, and systems. Increasing the number of sites on campus where students can work in parallel with each other and with faculty members will facilitate this process, and should be an integral consideration in our capital projects. The institution needs to create more informal spaces of social engagement, as well as more technical sites of production. The expanded fabrication studios will create a milieu where artists and designers share information and benefit from their proximity to each other and to their varied approaches combining physical/embodied/materialized and intellectual inquiries.

New pedagogical models in design and art studios as well as Liberal Arts and Sciences courses will allow for increased porosity across faculties and programs. The present economic, political and ecological environment students find themselves in will require them to be adaptable and innovative. Universities Canada recently released their report “The Future

MISSION STATEMENT #2

THE POWERFUL INTERPLAY OF ART, DESIGN, THE SOCIAL SCIENCES, HUMANITIES AND THE SCIENCES

We will engage with materials, data, technologies, ideas and pedagogy and diverse Indigenous perspectives to support unique research, studio practice and learning, creating interdisciplinary and emergent forms of knowledge.

of the Liberal Arts: A global conversation,” which states that the liberal arts help to navigate disruptive change, develop civic engagement and nurture personal fulfillment. An interdisciplinary education that acknowledges the liberal arts as essential to an art and design university degree will better prepare our students to emerge as graduates with the agency to determine their own future within a volatile and uncertain world. OCAD University also recognizes the value of, and will build knowledge in, the social sciences and sciences (including medicine and mathematics) to build a truly transdisciplinary curriculum



Photo by Sarah Mulholland

that provides students with the skills that they need to succeed.

GOALS

1. Create greater flexibility and open up options for electives to enhance breadth of education, and to foster an awareness of multiple modes of inquiry and creative and professional practice in undergraduate and graduate programs.
2. Develop more intentionally interdisciplinary course opportunities, curriculum and pedagogy to create the potential for self-authorship and personalized learning.
3. Identify common or shared curriculum across multiple programs with the goal of further developing cross-faculty and cross-program curriculum, especially in foundation-year courses in the first-year of undergraduate and graduate programs co-taught or co-delivered by faculty from different disciplines.
4. Refine OCAD U's Undergraduate Degree Level Expectations and Graduate Degree Level Expectations to better reflect our strengths and guide the development and renewal of program and course curricula to improve the learning experience and career preparedness of students.
5. Promote interdisciplinary research and learning at the graduate level by providing dedicated, resource-rich graduate student spaces and initiatives that promote opportunities for collaboration, mentorship and scholarly community-building, both within and across programs and disciplines.
6. Expand offerings and opportunities in STEM disciplines within the context of art and design learning, taking into account OCAD U's capacity or in partnership with other institutions. Support and enhance existing programs

and specializations that involves science, computation, and math.

7. Establish and implement a process to embed equity and diversity within the OCAD U curriculum through program and course development and renewal.
8. Hire more cross-appointed faculty to encourage dialogue between departments and programs.
9. Acknowledge and continue to fully investigate the position of craft within the current environment both as an adjunct method to art and design as well as its own historical methodology that engages with materiality and processes as knowledge production in its own right.
10. Further an understanding of craft, traditional skills and historical knowledge transference, values often integral to under-represented, diverse and international cultures.

PRIORITY 6

ENHANCING AND ADVANCING STUDIO LEARNING

Studio learning, fundamentally experiential in nature, is the hallmark of an OCAD U education, and has been since the institution's inception in 1876. 140 years later we continue to advance the pedagogical opportunities afforded by this specialized kind of education, both retaining its value and rethinking the traditional studio model through engaging other learning modalities such as interdisciplinarity, inclusive design,



Yellow Staircase / Photo by Lorella Zanetti

advancing technologies, and critical thinking that historicize and contextualize material and design practice. We encourage an organic relationship between knowledge accumulated through making and that which is acquired through thinking and writing.

As we look ahead to the next five years, we want to expand opportunities for new modes of studio learning, and to facilitate and encourage faculty experimentation in studio pedagogy that will open up new possibilities for teaching and learning. OCAD U will explore the options for changing the length and credit weight of studio courses, commit to more explicit and intentional inclusion of Indigenous knowledge-creation through traditional craft processes and storytelling, and open up the potential of the senses beyond the visual and point to encompassing ways of making that engage and address other human senses: auditory, olfactory and haptic. We will enhance the co-location of faculty, graduate and undergraduate students in our teaching, learning and social spaces. We will explore and make use of continually emerging technologies to advance studio learning. We will continue to provide students with the capacity, both in the studio and liberal arts and sciences, to think through critical political, economic, environmental, and societal problems and find solutions.

GOALS

1. Investigate the feasibility of a clustering approach to studios, labs, faculty offices, classrooms, research groups and academic support units based on areas of interest and that bring together faculty from diverse disciplines across all faculties.
2. Recognize that an institution that champions disciplinary and practice-based research depends on faculty members who model this commitment in their professional lives.
3. Provide incentives and funding for faculty and librarians to research and pilot new approaches to teaching and learning within studio education, including inclusive and alternate forms of teaching, assessment, use of technology tools, course delivery and critique, and to support the dissemination of the results at local, national and international conferences.
4. Support student academic success through the continued development of studio learning resources and programs, including those for ELL students.
5. Integrate methodologies from art, craft and design with methodologies from science, medicine, engineering, and the social sciences both inside OCAD U and through the exploration of the development of joint programming with partnering institutions as a means of realizing the potential of these interdisciplinary dynamics.
6. Improve integration of learning in lecture, seminar and studio courses by clarifying the contribution of breadth courses in program curricula.
7. Optimize year-round student and faculty access to shops, student galleries and studio facilities across campus, and access to the expertise and assistance of the technicians and class assistants working in these facilities.

8. Ensure sufficient well-equipped studio and ‘maker’ spaces to support the variety of activities needed across academic programs, including expanded open studio areas to promote interdisciplinarity.
9. Ensure that Continuing Studies has access to studio and classroom space to support course and program delivery.

PRIORITY 7

TEACHING AND LEARNING ENVIRONMENT

Learning happens anywhere on campus where students, faculty, librarians, and staff gather, discover, analyze, create and share knowledge. Over the next five years, OCAD U will reimagine formal and informal learning spaces across the university to make them responsive to the diverse needs of our student body and faculty and incorporate principles of community-building, creativity, sustainability, accessibility, equity and inclusivity.

OCAD U is committed to creating a supportive learning, teaching and making environment by coordinating the activities of academic programs and faculties, as well as academic support units across campus. OCAD U will create a learning and support environment that enables student retention, enhanced time to completion and graduation.

OCAD U will provide opportunities to diversify learning pathways for students that correspond to

their learning styles and twenty-first century learning and degree expectations. OCAD U will support student success by providing students with clear learning outcomes and assessment for courses and programs and academic advising.

OCAD U will develop opportunities for lifelong learning. Acknowledging that there is inadequate art and design learning in K-12 and that we wish to reach a diverse demographic of learners, OCAD U will create “reach-back” programs with partners or through Continuing Studies. We will connect our alumni to OCAD U through enhanced learning opportunities, provide re-skilling programs that support individuals and groups within our rapidly changing economy and provide Continuing Studies and Executive Training in Canada and abroad.

GOALS

1. Ensure that our classrooms, studios, shops, galleries, online learning environments and other formal learning environments support and promote a range of approaches to teaching that best reflect the range of students’ learning preferences and needs (language learning, culture, gender, abilities, etc.) and establish ways for faculty to share and develop new inclusive teaching practices.
2. Expand the University Library to provide additional seats, and collaborative work areas, for undergraduate and graduate students.
3. Develop and support an inclusive design approach to support all students to achieve equitable access

to teaching, learning and support services.

4. Across all programs, provide learning opportunities for students in inclusive and accessible practice as well as methods of making drawn from the lived experience of people who encounter marginalization.
5. Develop principles to guide the design of learning and making spaces based on successful learning sites on our campus, such as the Learning Zone, through extensive consultation, discussion and collaboration with OCAD U students and faculty.
6. Audit and assess formal and informal learning spaces across the university, and develop a multi-year plan to implement cost-effective enhancements and assess impact on learning. Enrich these formal and informal spaces with resources and a range of types of technology to maximize student learning.
7. Use technology enabled learning tools to maximize the time students spend engaged in active learning.

PRIORITY 8 LANGUAGE, DIGITAL AND BUSINESS SKILLS AND TECHNOLOGY- ENABLED LEARNING

The professional environments, research fields and employment into which our students emerge are changing rapidly. Our students need to develop highly transferable skills so they can be flexible and adaptable,



Photo by Christina Gopic

able to work across different disciplinary and professional contexts in increasingly global, technological, digital and multimodal environments. We are also committed to exploring further integration of business and entrepreneurial skills into our curriculum.

Designers and artists are increasingly required to use highly developed oral, written and visual communication skills to communicate effectively. OCAD U will continue to build on the significant progress it has made developing the very particular communication skills and writing needs of students for art and design education. Students learn to communicate not only for professional situations—crafting strong and successful applications for grants and residencies, communicating clearly and effectively with clients, designing and marketing their own businesses—but also to a diverse range of audiences across a variety of different media. Graduates of the information age will also need to navigate the complexities of

creating new knowledge by building upon the ideas and work of others, especially as they relate to issues of intellectual property, permission, fair dealing and international copyright law.

Designers and artists working with digital media have a fundamental role to play in the data era, and OCAD U is committed to delivering a curriculum that equips our students with the knowledge, skills and critical abilities to be leaders in this constantly evolving facet of our personal and working lives. Pattern recognition and prediction are now basic business requirements, whether in industries that our alumni graduate into, or in fields where design, art and digital media intersect, such as cultural industries, advertising, foresight and business planning, games design and experiences, design thinking, journalism and finance. The ability to evaluate, understand and use

information and process data is required for planning across all verticals of democratic life, whether urban planning, transportation, manufacturing or social intervention. Academic developments such as Digital Humanities are transforming disciplinary methodologies, including art and design history, design ethnography, strategic foresight and design thinking, advertising and other bodies of knowledge and disciplines integral to OCAD U.

GOALS

1. Ensure students are meeting competency benchmarks identified in the OCAD U Framework for Undergraduate Writing Competency by continuing to implement the Writing Across the Curriculum Initiative and increase accountability for oral and written literacy in course and program development and renewal.
2. Develop curricular, co-curricular and non-credit English language learning opportunities that draw on best practices in post-secondary language teaching and integrate systematic support for English language learning throughout undergraduate and graduate study and enhance professional learning opportunities for faculty and staff.
3. Implement a shared instructional approach to academic integrity by embedding relevant strategies and resources in required first-year courses in each undergraduate program and enhance existing faculty professional development to support implementation and

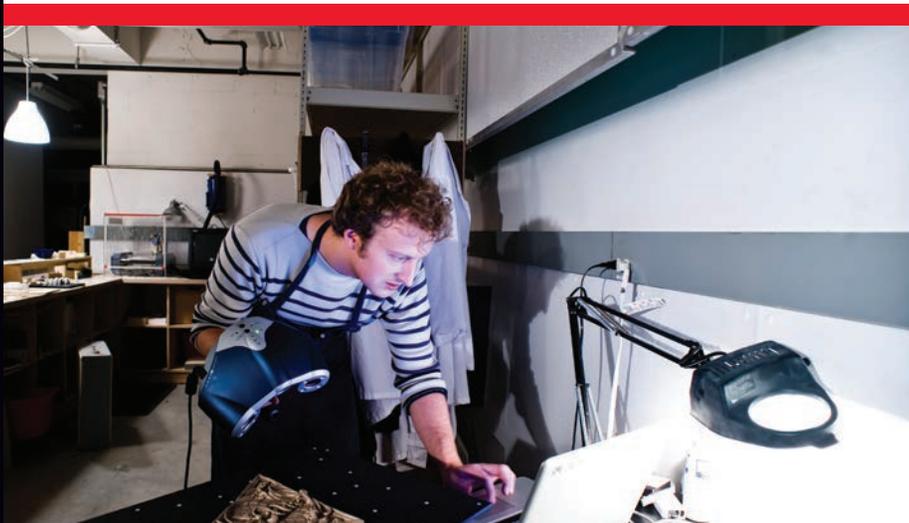


Photo by Claudia Hung

expand the role of librarians in the training of research competencies.

4. Advance a comprehensive model of graduate writing, research and academic skills development to support graduate student success and ensure through curriculum development and renewal that contextually appropriate academic skills are developed in graduate programs.
5. Systematically assess digital skills required for all undergraduate and graduate programs, with a focus on 2D, 3D, CAD/computer aided manufacturing technologies and trends including programming and generative methods for creating artefacts and ideas in studio practice.
6. Develop new courses and explore undergraduate and graduate programs that will provide students with business competencies and continue to build out the minor in entrepreneurship for students wishing to launch their own business enterprises.
7. Enhance basic data training, management, numeracy, analysis, coding, and visualization skills throughout the curriculum to better prepare students for a work and studio environment that integrates current and emerging technologies to foster human-centred production.
8. Define and develop clear digital literacy outcomes for each academic program to equip students with the technological skills of professional practice, and the ability to find, evaluate, create and manage digital information, and provide appropriate professional development for faculty

to enable effective integration of these outcomes into the curriculum.

9. Continue to seek opportunities to develop custom non-credit courses, lifelong learning and executive training programs.
10. Implement a system to regularly review and enhance the quality of non-credit certificates.
11. Support the development of hybrid and online courses where they respond to student demand, align with curricular needs, advance the strategic priorities of the University and help to support student pathways and learning options.
12. Build digital, mobile, learning and service supports for OCAD University students as well as related professional learning and recognition, such as awards, for faculty. Explore partnerships with business schools to enhance curriculum and expertise available to OCAD U students.

The hands-on, studio-based approach to teaching and learning at OCAD U means that experiential learning is built organically into the curriculum

STUDENT SUCCESS

PRIORITY 9 **WELL-BEING AND RESILIENCE**

The physical, psychological, emotional and social well-being of all members of the OCAD U community is critical to achieving our mandate. To flourish as a community, we must reframe challenges of physical and mental health away from a focus on illness and treatment and toward a systemic approach to building the resilience of our community and all of its members. Resilience is the process of adapting well in the face of difficult experiences. Organizations and environments can play a key role in helping to build resilience capacity – in making resilience ordinary, not extraordinary. As such, we are committed to promoting positive physical and mental health within our community through awareness, education and training, curriculum and pedagogy, policy and procedures, employee support, and within our student programs and services. We will bring our considerable strength in healthcare strategy, design and innovation, and in participatory research methodologies to the forefront in these efforts.

GOALS

1. Develop a comprehensive and integrated framework to promote campus mental health that focuses on community and connectedness, builds resilience and increases help-seeking behaviour and includes expanded relationships

MISSION STATEMENT #3

BUILDING GENEROUS AND JOYFUL COMMUNITIES

We invite you to build aware, generous and joyful communities through unique responses, critical practices, and innovative structures that integrate multiple perspectives.

with community partners to promote student mental and physical well-being and support the development of life skills and financial management.

2. Develop and implement models of accommodation for people with disabilities that reflect the unique attributes of studio education and the OCAD U learning environment.
3. Expand the provision of training for faculty and staff in identifying and supporting students in distress.
4. Improve and expand opportunities for curricular, co-curricular and extra-curricular integration activities and professional development that enhance student well-being.

PRIORITY 10

STUDENT MOBILITY

OCAD U is committed to facilitating mobility for students within the post-secondary system. Over 20 per cent of OCAD U undergraduate students report having attended another university prior to enrolling at OCAD U and 17 per cent report having previously attended a community college (Source: NSSE 2014). As we plan curricular changes, it is important that we keep in mind that OCAD U exists within an ecosystem of higher education in Ontario, Canada and internationally, and that our students will attend two, three or even more institutions over the course of their learning journey. These pathways – often forged by the students themselves – represent a complex array of learning needs and life circumstances. Our own analysis of the success of transfer students indicated that they perform, on average, better than their direct from high school classmates, with slightly higher grades and graduation rates.

Over the past four years, OCAD U has expanded pathway agreements between studio-based certificate and diploma programs and our undergraduate degree programs. These agreements, if developed strategically and planned well, have the capacity to both meet enrolment objectives and provide advanced opportunities to students of exceptional potential who begin their studies at colleges and First Nations institutes. There remain, however, many barriers to a smooth transition between institutions, and OCAD U will need to dedicate resources to meet student needs for improved clarity and reduced redundancy in the

transfer process. There needs to be a targeted communication for advanced standing students as to what they can expect from studying at OCAD U and how this will complement their already acquired professional skill sets.

GOALS

- 1.** Develop a strategic plan consistent with the institution's overall mission and mandate to identify and implement best practices for the development, implementation and renewal of credit transfer pathways, articulation agreements and joint programming with diploma and degree-granting partner institutions.
- 2.** Leverage existing relationships and forge new relationships with local, provincial and international partner institutions to enhance student mobility through the development of bridging programs, joint programming, shared campus and articulation agreements with a focus on improving access for under-represented groups such as Indigenous, First Generation, Gender Fluid and non-traditional students.
- 3.** Establish an institutional coordinator responsible for the development and administration of bridging programs, credit transfer pathways, articulation agreements and joint programming opportunities with partner institutions.
- 4.** Ensure that all courses and programs have clearly defined learning outcomes to facilitate clear comparison of credentials, improve pathways, enable greater mobility between

The hands-on, studio-based approach to teaching and learning at OCAD U means that experiential learning is built organically into the curriculum.

programs within the university and enhance student success.

5. Develop and implement a system of course equivalencies and block transfer options that will enable students and applicants to more accurately predict credit transfer outcomes.
6. Using data on existing pathways, develop bilateral and multilateral diploma-to-degree pathways with feeder institutions.
7. Expand the use of online learning and shared/joint credit options to provide opportunities to students outside of Toronto to gain OCAD U credit prior to relocating.
8. Utilize our strength in continuing studies and life-long learning to introduce and offer pathways for non-traditional students to academia.
9. Enhance the tracking of credit transfer and articulation students by program area and faculty, including application and registrations data, student success and take-up of student services in order to refine strategies for the development and renewal of credit transfer pathways and articulation agreements and enhance the success

of students transferring or articulating from other postsecondary institutions.

10. Implement a system to regularly review and enhance the quality of non-credit certificates and programming.

PRIORITY 11

THE FIRST-YEAR EXPERIENCE

Many of the goals articulated throughout this plan support student learning at all year levels, but we recognize that the first-year is a transitional year as undergraduate students enter into new contexts and encounter new methodologies and ways of thinking, making and writing. An intentional and holistic first-year student experience supports students with their transition into the OCAD U community and provides the essential skills, knowledge, and literacies they need for success throughout their studies.

GOALS

1. Foster first-year student engagement through establishing intentional learning communities, dedicated work spaces, and cooperative scheduling that bring together curricular and co-curricular opportunities to support academic success, resiliency, and retention during first year and beyond.
2. Rationalize and simplify the first-year curriculum and introduce curriculum that brings art and design students together.

3. Draw on best practices to address the unique needs of a diverse first-year population with a focus on transition support such as First Generation, Indigenous student programming, English Language Learning support, peer mentorship and support for students with disabilities.
4. Improve first-year classrooms and studios, and enhance access to fabrication studios and exhibition opportunities.

PRIORITY 12

EXPERIENTIAL AND WORK INTEGRATED LEARNING

OCAD U is committed to educating students who have the skills to take on real world challenges and develop innovative, targeted, empathetic, user-centered solutions that embed and advance principles of social, economic, and environmental sustainability. One of the key ways in which we can deliver those educational outcomes is through providing experiential and work-integrated learning opportunities for our students.

Experiential learning is often used synonymously with applied, or work-integrated learning, as well as practicums, co-op, internships and community service and community-based learning. The hands-on, studio-based approach to teaching and learning at OCAD U means that experiential learning is built organically into the curriculum. In addition to this invaluable kind of experiential learning, OCAD U offers students a range of work-integrated



Photo by Christina Gopic

study opportunities, and through our curriculum.

OCAD U is a highly entrepreneurial culture, one in which many faculty members have led their own companies and in which 53 per cent of our graduates have initiated and led a start-up. Recognizing our historical and contemporary contribution and potential growth within the context of Canada's primarily SME environment, we will provide

students with increased offerings in entrepreneurship and business skills, and programming within the Imagination Catalyst and through partnerships with the broader entrepreneurial eco-system.

Through our Galleries System, OCAD U also provides an experiential curatorial platform, comprised of eight separate sites, including three galleries earmarked for students at different levels of experience so they can test and practice their skills. As the newly formed Galleries System becomes consolidated and comes online during the timeframe of the new academic plan, and the newly opened Onsite Gallery is populated with exhibitions of professional artists and designers, students from undergraduate programs in art and design will benefit from opportunities to study artworks in situ, to work with artists and designers invited to exhibit at OCAD U, to plan exhibitions and test them in real spaces, to experience the changing nature of museums and exhibition-making and participate in professional gallery learning opportunities through jobs at the galleries.

The 2014 National Survey on Student Engagement results indicate that OCAD U students would like even more opportunities for work-integrated study and more curricular emphasis on developing entrepreneurial and business skills, and we are committed to enhancing these opportunities for our students. For students who face barriers to employment due to disability or other factors, the importance of integrated work-learning opportunities that help them create professional networks and reputations while still in school is particularly critical.

GOALS

1. Develop a comprehensive Experiential Learning Strategy, as well as an associated plan for advancing and assessing experiential learning in its various forms, including studio learning, placements, gallery-based learning, early stage entrepreneurship, community-engaged learning, practice-based independent study, applied research and non-credit/ co-curricular opportunities. The plan will incorporate equity principles to ensure that the needs and preferences of underrepresented students are met.
2. Continue to expand and refine the formal academic pathways and co-curricular opportunities for experiential learning, and assure that students have the opportunity to critically and systematically reflect upon their learning in relation to their professional goals, personal development and civic engagement.
3. Expand our network of industry and community partners to new companies, new sectors and internationally.
4. Expand course offerings and potential programs in business and entrepreneurship, and develop an integrated approach that leverages the expertise of the Imagination Catalyst and its network and ensures access to these courses by students in all programs.
5. Expand external internships (industry, studio, government, not-for-profit, NGOs) that allow students to have experiences that move beyond the classroom and out into communities of practice.

6. Leverage the strength of OCAD U's galleries system to provide a range of experiential learning opportunities connected to curriculum in a range of disciplines through formalized relationships between galleries and curricular programs.

PRIORITY 13

ENHANCING THE GRADUATE SCHOOL

In the years since 2008 when OCAD U launched its first graduate programs and welcomed its first cohort of students, there has been a significant transformation of the intellectual life of the institution. OCAD U's hallmarks of conceptual rigour across media and discipline, dedication to the primacy of studio instruction and commitment to knowledge production across the spectrum of expressive culture and its commentary have been effectively applied to the development and delivery of path-breaking graduate programs. Our programs build on the established strengths of the institution, where innovative approaches to learning and to the critical benefits of interdisciplinary methodologies in the service of knowledge production and society are championed, and expand in potent and active ways the mission of critical pedagogy applied to education in the complex and restless realms of art, craft and design. Graduate education at the university is defined by the distinct character of interconnected curricula, the embrace of interdisciplinary thinking and a thriving, supportive community of makers, critics, curators, theorists and public intellectuals. The graduate programs at OCAD U exist as important sites for

research – material and conceptual – and as contributing mechanisms to social, ideological and cultural life in the city, the province, the nation and beyond. The programs prepare students for meaningful careers defined by critical agility and practical insights and define the university's role in the vital sector of post-graduate education.

OCAD U will continue to build on its accomplishments as a leading institution for interdisciplinary graduate education and will explore possibilities for developing disciplinary programs.

GOALS

1. Prioritize the creation of the OCAD University Graduate School as an academic unit, which will model itself on the recommendations of The President's Task Force on Graduate Education and build upon the ongoing work of improving and streamlining the governance, administrative organization, and operations of Graduate Studies.
2. Establish a cross-faculty committee to consider the growth of the graduate school; the establishment of new graduate programs, including the establishment of a PhD, and improved connections among the graduate programs and among the undergraduate and graduate programs at OCAD U.
3. Improve access to and availability of research space and services, including the expansion of library services, the provision of technicians and technical support, and enhanced resources for graduate students and programs, as well as

improved access to collaborative labs and studio spaces across the campus.

4. Expand and facilitate study-abroad and experiential learning opportunities that are embedded in graduate programs.
5. Enhance exchange and communication between the divisions responsible for undergraduate and graduate students and programs, including the development of opportunities to integrate research practice, pedagogical approaches and work in research labs, studios and fabrication spaces and galleries and exhibition facilities.
6. Expand instruction on professional practices, skills and training for graduate students, including the development of curriculum and co-curricular programming supporting teaching skills, the enhancement of alumni networks and community and industry partners so as to facilitate graduate students' professional and career development.
7. Increase recognition of both the role of research in graduate education, and the role of graduate students in top-tier research, providing resources and support for the growth and ongoing maintenance of OCAD University's research capacity through graduate research, research training and activities within the Graduate School.
8. Support faculty in the supervision of major research projects and theses/dissertations for the Masters and forthcoming PhD programs through enhanced training, professional learning opportunities, just-in-time resources, the pursuit of terminal degrees and PhDs and the development and communication of discipline and degree-based best practices.
9. Support the engagement of scholarly research on teaching and learning in art and design education. Develop and implement models of accommodation for people with disabilities that reflect the unique attributes of studio education and the OCAD U learning environment.
10. Expand the provision of training for faculty and staff in identifying and supporting students in distress.
11. Improve and expand opportunities for curricular, co-curricular and extra-curricular integration activities and professional development that enhance student well-being.

OCAD U is in a unique position to pioneer novel research paradigms, practices and traditions at the intersection of the visual arts, design, science, engineering, the humanities and the social sciences.

ADVANCING KNOWLEDGE CREATION AND RESEARCH

PRIORITY 14 **RESEARCH**

OCAD U has both a long history of internationally recognized creative and professional practice and, more recently, a burgeoning program of research, scholarship and innovation. Our faculty members' scholarship in teaching, research, and professional activity is the backbone of our university. Over the past decade we have built on the history of studio art and design to establish significant leadership in art and design-related scholarship, as well as research-creation, as a recognized source of knowledge creation. OCAD U has led important research initiatives in inclusive design, design for health, art and environment, visualization and engineering, digital media, and other fields which have created transdisciplinary collaborations and new models for undergraduate and graduate learning and research in labs, studios and classrooms. Indeed, in the short time that OCAD U has been a university it has significantly expanded its research, scholarship and research-creation capacity by securing grants from FedDev, CFI, NSERC and SSHRC, including grants within research-creation frameworks. OCAD U is in a unique position to pioneer novel research paradigms, practices and traditions at the intersection of the visual arts, design, science, engineering, the humanities and the social sciences. With a growing number of research centres, and the Imagination Catalyst as an incubator for

MISSION STATEMENT #4

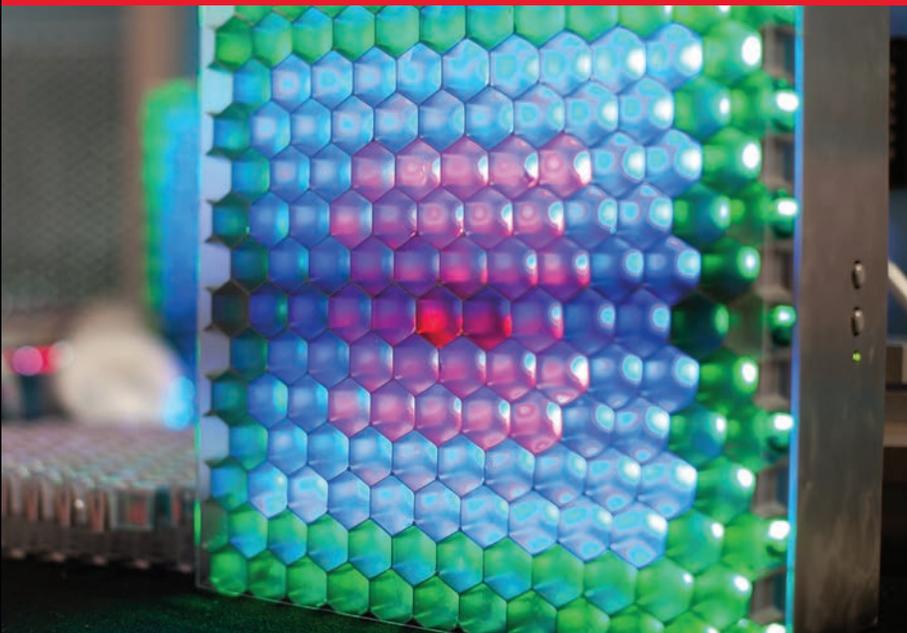
THE QUESTIONS OF OUR TIME

We will seek and respond to the questions of our time, and in doing so, enrich our disciplines and act as transformative social, economic, environmental and cultural agents.

student, faculty and alumni innovation, OCAD U is establishing itself as playing a specialized and critical role in research and innovation in Toronto and beyond.

Over the five years of this plan, OCAD U will continue to increase research capacity, to explore innovative interdisciplinary research programs, and to develop and publicize an inclusive understanding of what constitutes research and scholarship at OCAD U in ways that reflect the diverse and distinct range of theories and practices within the university, within Canada and the world.

Through our existing network of research labs, our emerging constellation of research centres and the OCAD University galleries we will increase student involvement in scholarly activities, and enhance



e-Leo Exhibit Symposium / Photo by Christina Gopic

opportunities for students to engage in innovation, and continue to showcase the scholarly and creative activities of our faculty and students.

GOALS

1. Develop and implement strategies to enhance the university's research culture and the success of all faculty in obtaining research funding.
2. Expand research assistantships and opportunities for students to work on research projects with faculty and staff at galleries.
3. Support research-creation opportunities for art and design faculty and students.
4. Develop an inclusive, expansive and flexible understanding of what constitutes research
5. Demonstrate the impact of OCAD U's interdisciplinary research and publishing initiatives through global exposure and tracking of metrics.
6. Expand research and innovation partnerships, including international, industry, not-for-profit and government partnerships, to create productive and collaborative networks of scholars, curators, designers, makers and artists, including Onsite Gallery.
7. Provide information and tools to faculty, researchers and students to facilitate the deposit of research outputs to the Institutional Repository, thus expanding the visibility and reach of research.
8. Enhance availability of research, innovation and incubation space (offices, labs, studios, library, incubators) and more collaborative and team research spaces, including expanded campus facilities, such as on the Toronto waterfront or in shared institutional facilities.
9. Develop a strategy to advance information literacy and enhance the role of librarians for the training of research competencies for students and faculty.
10. Create opportunities for research-creation presentation throughout the OCAD U gallery system.

at OCAD U by adapting existing international art and design research conventions for the classification of research outputs to provide OCAD U faculty with a standardized and recognized schema.

11. Develop a scholarly communications program to better support the research and creative practice of faculty, staff, and students and expose OCAD U research data to a global network of researchers through open data digital platforms, tools and services.

PRIORITY 15

STRATEGIC COLLABORATIONS

The most successful organizations in today's economy are driven by creativity and innovation. They are continually looking for new ideas and new ways of thinking to evolve their businesses and strategies. OCAD U offers a unique opportunity for corporations, not-for-profits and government to tap into some of the most creative minds in Canada and the next generation of thought leaders.

As a small university that will continue to be a thought and practice leader in art and design education, indigenization, equity, sustainability, technology innovation, entrepreneurship and transdisciplinary research, we have both a need and an opportunity to work closely with other post-secondary institutions. OCAD U will build relationships with other universities to strengthen its delivery of STEM subjects and business and innovation curriculum, develop new programs, and to seek common cause in driving its core principles forward within the broader PSE context. In addition, OCAD U will consider providing programming outside of the downtown Toronto core (whether first-year or programs) through partnerships outside of the GTA.

OCAD U's students, faculty and alumni bring fresh ideas to the corporate, not-for-profit and public sector – providing leading-edge design and solving business challenges, from healthcare to banking and beyond.

OCAD U's students, faculty and alumni bring fresh ideas to the corporate, not-for-profit and public sector – providing leading-edge design and solving business challenges, from healthcare to banking and beyond. OCAD U's partners understand that art and design lie at the heart of creativity and innovation for all industries and sectors. They recognize that partnerships with OCAD U can fuel their research and development, and provide opportunities for philanthropic initiatives that align with their brands' value propositions to customers and add to their intellectual property.

To encourage continued research growth, OCAD U will need to develop a research culture that is conveyed explicitly via hands-on participation. Through its unique geographical position, OCAD U can establish collaborative relationships with research departments in other universities in OCAD U's proximity to allow students and faculty to work alongside students and professors in adjacent research-intensive environments, thus facilitating the transfer of tacit

knowledge and practices to build our research culture. We can build on the success of precursors to such arrangements that already exist, such as the CIV-DDD program, of which OCAD U is a part as well as the NSERC CREATE Data Analytics and Visualization Program (CREATE DAV) between OCAD U, U of T, York U, and Concordia.

GOALS

- 1.** Increase the number of symposia and conferences hosted at OCAD U that provide opportunities for engagement and dialogue with partner institutions.
- 2.** Develop the means to professionalize and manage the university's strategic partnerships.
- 3.** Leverage partnerships to generate revenue and opportunities for faculty and students including internships, curriculum collaborations and exhibitions, including Onsite Gallery's international curatorial residency program.
- 4.** Establish synergistic collaborative relationships with research departments in other research universities in OCAD U's proximity, in Canada and abroad.
- 5.** Establish partnerships with other PSE institutions to enhance STEM and business/entrepreneurship education.
- 6.** Investigate delivery of core programs outside of the downtown Toronto core through collaborative initiatives.

**OCAD U has the
potential to occupy
a space of optimism
and innovation, to help
reclaim and reflect the
human spirit**

APPENDIX 1: THE CONTEXT FOR ACADEMIC PLANNING

This plan is written in the context of extraordinary opportunity for our university, coupled with some uncertainty. The keys to our success in the near future rest in our ability to capitalize on those opportunities and to become resilient to changes we cannot yet predict.

At a global scale, what the World Economic Forum describes as the Fourth Industrial Revolution is upon us. The exponential speed of technological change – from advances in 3D printing, mobile devices, cloud computing, materials science, robotics and the Internet of Things – means talent is now a critical differentiator and the preservation of human values a global societal concern. In spite of this clear need for employees with skill sets that equip them to enter and become leaders in the technological revolution, the “skills gap” perplexes policy-makers around the world. High levels of youth unemployment coupled with employers claiming a shortage of critical skills has many laying blame at least partially on higher education. Add to these economic challenges massive shifts in the geopolitical landscape, armed conflict, climate change and human migration and displacement and we find ourselves in an almost constant state of instability and unpredictability.

From within this uncertainty, Canada is increasingly seen as a country committed to human rights and inclusion and a place of relative stability and safety. And yet Canada has yet to fully come to terms with

its own violent colonial past. The Report of the Truth and Reconciliation Commission (TRC / 2015) describes the residential school system as a central element in a policy that is “best described as cultural genocide.”¹ The Commission’s 94 Calls to Action, as well as the UN Declaration on the Rights of Indigenous Peoples, once implemented, will bring this country into a new relationship with its First Nations.

What does all of this have to do with the academic goals of an art and design institution in Toronto? Uniquely positioned in the nexus between the creative, cultural and higher education sectors, OCAD U has the potential to occupy a space of optimism and innovation, to help reclaim and reflect the human spirit, and to prepare the talent that will fuel economic growth and social and environmental change.

Skills such as critical thinking, creativity, problem solving, resilience and the ability to work in teams – all hallmarks of an art and design education – have all been identified by business leaders and

¹ Honouring the Truth, Reconciling the Future: Summary of the Final Report of the Truth and Reconciliation Commission of Canada. 2015.

government as skills in high demand.² The Ontario government's Innovation Agenda recognizes that the arts and humanities “underpin the success of creative industries” and calls for the province to “invest in, generate and attract a workforce with first-rate skills in science, engineering, creative arts, business and entrepreneurship.”³

A comprehensive UK study identified wide-ranging impacts of culture on society – from building empathy among prison inmates, to interventions that help peace-building and healing after armed conflict, to positive effects on health, well-being and ageing – as well as the revitalization of urban spaces and communities suffering under economic dis-privilege that so often accompanies the clustering of creative industries.⁴

The Ontario government's Highly Skilled Workforce Panel sets an agenda for the province of “fostering resilience, creativity and entrepreneurship in an economy that has a greater call on these competencies.”

The cultural industries in Canada are strong and growing: a recent report estimated the direct impact of the cultural industries at \$61.7 billion or 3.3 per cent of the country's GDP – larger than the value of agriculture, forestry, fishing and hunting industries; the accommodation and food and beverage industries; and ten times larger than the sports industry.⁵ In Toronto, the creative and cultural sector is estimated to employ over 150,000 people in more than 9,500 enterprises.⁶

It is within this context – one in which art, craft and design skills and competencies are in demand worldwide – that we must balance our responsibilities to provide access to young talent and to provide a high quality educational experience to our students. And we must do so within an extremely challenging fiscal future – one in which our primary revenue drivers – enrolment and public funding – are in flux.

ENROLMENT

The Ontario government is currently revising how universities are funded through reforms to the university funding formula. The formula will focus increasingly on performance measurement and student experience. At the same time, OSAP reform could compel new demographics of students and

² The Future of Jobs: Employment, Skills and Workforce Strategy for the Fourth Industrial Revolution. World Economic Forum, January 2016.

³ *Seizing Global Opportunities: Ontario's Innovation Agenda*. Ontario Ministry of Research & Innovation, accessed 16 October 2016 <https://www.ontario.ca/page/seizing-global-opportunities-ontarios-innovation-agenda>

⁴ *Understanding the Value of Arts & Culture: The AHRC Cultural Value Project*. G. Crossick & P. Kaszynska. Arts & Humanities Research Council. March 2016.

⁵ *Economic Benefits of Culture*. Hill Strategies, accessed 1 June 2016 <http://www.hillstrategies.com/content/economic-benefits-culture-0>

⁶ *Advancing Toronto's Centre for Creative Sector Entrepreneurship: Research and Sector Engagement Findings*. Toronto Artscape, 2011.

their families to consider university education as an option. There will be a further push for differentiation within the sector, a policy from which OCAD U would benefit.

OCAD U is protected, somewhat, from the demographic shift by a student population drawn from a slightly older demographic than most universities, and by a population drawn heavily from the Greater Toronto Area, the region least impacted by the change. To maintain or grow enrolment, however, we will need to intensify our strategic approach by expanding programs in high demand, considering new program development, program refreshment and even consolidation, as well as experiential learning opportunities. We will need to extend our global reach, and build applicant pools for our newer undergraduate and graduate programs.

For the past five years, OCAD U's enrolment strategy has focused largely on growing and diversifying the applicant pool for both undergraduate and graduate programs. Significant resources and effort have been put into building awareness of OCAD U as an undergraduate and graduate degree granting institution and to aligning all of the internal resources of the university to support this effort. We will continue to build enrolment, in Canada as appropriate, and in recruitment of international students. Our goal will continue to be sustainable undergraduate growth, both domestic and international, and continued efforts to build domestic and international graduate student numbers.

Moving forward, the institution will continue to align its plans to the Government of Ontario's emerging funding framework and differentiation goals while sustaining our efforts to shift our funding position within this formula. We will refine our processes to ensure students most likely to succeed at OCAD U are selected and supported through their years of study. This effort will require us to reach beyond traditional markets, to rely on evidence to drive our decisions, and align our enrolment plans more strategically with our capital, digital campus and online and blended learning capacity, budget and faculty hiring and development plans. Retention of students, once admitted, needs to figure more prominently in our plans and will lead us to invest in direct measures to improve the quality of the learning experience and to remove barriers to success.

QUALITY INDICATORS

OCAD U has a unique studio-based learning environment with the lowest faculty-student ratios in the province. This means we perform well on the indicators of quality that align with our institution's mandate and scope. Results from the National Survey on Student Engagement (NSSE) in 2014 show OCAD U outperforms the rest of Ontario's universities on several indicators of academic challenge (e.g. reflective and integrative learning) and high impact practices (e.g. culminating senior year experience). The campus environment, particularly social experiences, remain an area of weaknesses for OCAD U, as we lack some of the facilities (residences, gymnasium) that are typically associated with a strong social experience

and community development. However, as we build toward the new Creative City Campus we recognize that our students thrive in shared studio spaces, spaces for specific new technologies and exhibition and social space.

Most post-graduation outcomes are positive: 92 per cent of alumni who responded to the latest Strategic National Arts Alumni Project (SNAAP) survey report being employed. Many are self-employed and many are working in multiple jobs.

According to the responses to the SNAAP survey, 85 per cent of alumni indicated that their OCAD U training was relevant for their current employment and 83 per cent indicated they are satisfied in their current job. Not surprisingly, alumni in arts-related fields of employment were more satisfied than those in non-arts related fields.



OCAD UNIVERSITY

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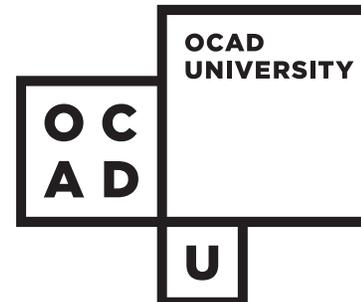
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OCAD UNIVERSITY



Tab 5

Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty and Staff

Report and Recommendations

CO-CHAIRS: DR. SARA DIAMOND AND DR. CAMILLE ISAACS

APRIL 2017



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Land Acknowledgement

OCAD University acknowledges the ancestral and traditional territories of the Mississaugas of the New Credit, the Haudenosaunee, the Anishinaabe and the Huron-Wendat, who are the original custodians of the land on which OCAD University operates.

Executive Summary

This document provides the mandate, context, analysis, recommendations and action plan of the Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty and Staff. The recommendations include an equity statement which lays out our university's commitment to equity and fourteen actions which are the results of extensive consultation and best practice analysis.

The goal of the action plan is an OCAD University in which the demographics of staff, faculty and administrators better represent the diverse students who make up our community and our international networks. The action plan will provide a work environment and culture which will foster equity, collaboration and result in a breadth of cultural knowledge and creative expression.

Task Force Mandate and Context

President Diamond established the mandate and membership of the task force in November 2015 in response to a negotiated settlement under the Human Rights Tribunal of Ontario (HRTO) between complainant Errol Saldanha and OCAD University. The mandate of the task force is to raise the percentage of racialized and Indigenous employees in all areas and at all levels of the University, and in doing so also seek to increase diversity in the curriculum. The President interpreted this mandate as pertaining to both hiring processes and retention. The task force would consult with university stakeholders, including students, faculty, sessional faculty, staff, managers and alumni, including Mr. Saldanha, and would develop a report with recommendations that would then form the basis of a University Action Plan. The President established a faculty co-chair, firstly Dr. Robert Diaz and then Dr. Camille Isaacs.

While prompted by the HRTO settlement, the task force is a welcome initiative in OCAD University's progress to become a more equitable and diverse institution, and its commitment to implementing the Truth and Reconciliation Commission's Calls to Action. The task force builds upon a decade of actions intended to improve representation, diversity and equity under the leadership of OCAD U's Office of Diversity, Equity and Sustainability Initiatives. In 2011, the University undertook a comprehensive survey of staff and faculty to

collect data on the representation of equity seeking groups as a part of an ongoing institutional employment equity program. In 2009, OCAD U launched an Indigenous Visual Culture (INVC) academic program and INVC Student Centre, and established an Aboriginal Educational Council in 2008. In 2007, the University appointed Canada's first Indigenous Chancellor, The Honourable James K. Bartleman. The task force also builds on successful achievements in the 1980's at OCAD U to address the under-representation of women in faculty and administration and significant gaps in pay between male and female employees (*Equity 2000*).

Presently, OCAD U is undertaking a review of its human rights policy, the *Respectful Work & Learning Environment Policy (RWLEP)*. These endeavors complement the world leading activities of the Inclusive Design Research Centre and Institute at OCAD U, in establishing standards, practices and technological innovations that support inclusion. The task force also coincides with a new institutional Vision and Mission, and Academic Plan, which emphasize decolonization, inclusion and equity.

We table this report at a significant moment in Canadian academia. Many institutions across the country are grappling with the under-representation of racialized and Indigenous faculty, staff, and students, and considering ways to redress historical inequity. This concern is reinforced by the number of recent publications, reports, and conversations happening in various settings. The CBC recently (January 2017) ran a news segment as part of their program, *The Current*, which considered the inequity in Canadian academia, particularly for Black graduate students. The forthcoming book, *The Equity Myth* (May 2017) by Frances Henry, et al., will be a comprehensive study of post-secondary equity programs nationwide and examine racism in Canadian universities.

Simultaneously, the publication of the Truth and Reconciliation Commission of Canada's Calls to Action specifically points to education, and post-secondary institutions, as a space for moving forward. Part of their calls to action are as follows:

- * "We call upon the federal government to develop with Aboriginal groups a joint strategy to eliminate educational and employment gaps between Aboriginal and non-Aboriginal Canadians"
- * "We call upon post-secondary institutions to create university and college degree and diploma programs in Aboriginal languages"
- * "We call upon the federal, provincial, and territorial governments... to ... provide the necessary funding to post-secondary institutions to educate teachers on how to integrate Indigenous knowledge and teaching methods into classrooms"

OCAD University recognizes the significance of this report to OCAD U's students, who do not yet see themselves adequately reflected in the faculty and staff complement with whom they come into daily contact. We also recognize the barriers faced by faculty and staff (current and prospective) to being hired, retained, and advanced to leadership positions. And we take this opportunity to highlight the obligations OCAD U has to deliver diverse curricula to its students, and thereby reflect the wider community.

To the 234 respondents who took the time to complete our surveys to help us to determine the barriers to hiring, retention, and advancement at both the faculty and staff levels, we want you to know that we heard you and we took your responses very seriously. The recommendations at the end of this report are a direct reflection of those survey responses.

Task Force Membership

Co-Chair, President and
Vice-Chancellor,

Dr. Sara Diamond

Co-Chair, Assistant Professor,
Faculty of Liberal Arts and
Sciences,

Dr. Camille Isaacs

Former Co-Chair, Assistant
Professor, Faculty of Liberal Arts
and Sciences,

Dr. Robert Diaz

Professor, Faculty of Art,

Dr. Richard Fung

Associate Professor, Faculty of Art,

Dr. Andrea Fatona

Associate Professor,
Faculty of Design,

Dr. Patricio Davila

Assistant Professor, Faculty of
Liberal Arts and Sciences,

Dr. Heather Coffey

Delaney Chair in Indigenous
Visual Culture,

Ryan Rice

Vice-President Academic
and Provost,

Dr. Gillian Siddall

Graduate Student
Representative,

Elisha Lim

Undergraduate Student
Representative,

Amanda Robertson-Hébert

OCADFA President,

Dr. Charles Reeve

OPSEU Representative,

Alvaro Araya

Manager, Campus Operations,

Lance Straun

Dean, Faculty of Art,

Dr. Vladimir Spicanovic

Director, Human Resources,

Nicky Davis

Director, Office of Diversity,
Equity & Sustainability Initiatives
(ODESI),

Amanda Hotrum

Programs, Outreach & Human
Rights Advisor, ODESI,

Shamina Chherawala

Methodology

The task force first started meeting in January of 2016, composed of faculty members from all 3 Faculties, academic leadership, administrative management, labour organizations (OPSEU and OCADFA), student representatives, the Delaney Chair in Indigenous Visual Culture, the Vice-President Academic & Provost, Human Resources, the Office of Diversity, Equity & Sustainability Initiatives, and the co-chairs, Dr. Sara Diamond and Dr. Camille Isaacs (previously Dr. Robert Diaz).

Under the leadership of Dr. Robert Diaz the task force developed the following methodology which drew on primarily qualitative social science methods:

- Develop an equity statement as a guiding framework for the task force
- Undertake a comprehensive survey of staff and faculty for feedback on the barriers to, and solutions for, hiring and retaining racialized and Indigenous staff and faculty. The survey was developed using social science methods and grounded in the Ontario Human Rights Commission's *A Policy Primer: Guide to Developing Human Rights Policies and Procedures*, which states that organizations should be aware of systemic barriers to under-represented groups and actively seek to remove them. The guide recognizes that barriers can be formal or informal in nature, and may include institutional practices around recruitment, selection, compensation, training, promotion and termination.
- Ensure privacy protection - all survey responses are secure and anonymous, held within ODESI and presented as aggregate data. No individual responses will be provided to OCAD University

faculty, staff or leadership.

- Organize consultation meetings with invited members of the community including Mr. Saldanha
- Hold office hours, open to all members of the OCAD U community, with Dr. Diaz, Dr. Isaacs and ODESI staff (as outlined in the settlement agreement) to provide feedback and recommendations.
- Crossover dialogues with the Academic Plan organizing committee to ensure that recommendations aligned with the academic plan
- Crossover dialogues with the Vision and Mission Task Force to ensure that the vision and mission encompassed perspectives on equity in hiring, retention and curriculum
- Consultations with labour organizations at OCAD U
- Consultations with Senate and the Board of Governors
- Secondary source research by ODESI and Human Resources to develop an understanding of best practices at other universities
- Legal advice to ensure compliance with the **Ontario Human Rights Code**
- Collaborative development of recommendations through the comprehensive committee membership

The task force mandate did not include a review of curriculum. However, its analysis and findings indicate that institutions with inclusive and equitable working environments make better decisions and enable a wide diversity of expression and opinion, which will inevitably broaden curriculum.

Task Force Consultation Data

FACULTY AND ACADEMIC LEADERSHIP

103 individuals participated in the faculty and academic leadership on-line consultation, of whom 18% identified as racialized or Indigenous. (Another 14% chose not to answer this question, the reasons for which may be manifold.)*

Racialized persons comprise 13% of OCAD U's faculty (2011 OCAD U workforce survey). Considering that more than 50% of OCADU's undergraduate students identify as belonging to an ethno-racial group other than "white," (2011 NSSE survey), our faculty and academic leadership have fallen far short of mirroring our student population.

We had an equal number of male and female participants. The majority of the participants (35%), however, were in the 50-59 age group, which reflects their experience, but also the aging of our faculty and upper administration. We had fairly good representation from all the faculties: Faculty of Art, 35%; Faculty of Design, 36% Faculty of Liberal Arts & Sciences, 23%.* We also had good representation across all the labour categories. Responses were received from sessional, CLTA, Tenured, and Tenure-track faculty. Most of the respondents (73%), however, were not in a leadership position (as Graduate Program Director, etc.), suggesting that this was largely faculty responding to the online consultation.

*Although the total number of participants was 104, many chose not to answer all the questions. Participants could "skip" certain questions, or simply mark "I choose not to answer."

UNIVERSITY STAFF AND NON-ACADEMIC LEADERSHIP

While a larger number of non-academic staff responded to the on-line consultation (131 participants), this also included a larger number of participants who chose not to answer all the questions. The staff consultations indicate, however, that a larger percentage of the participants identify as racialized or Indigenous (30%) than was the case with the faculty/ leadership online consultation. This larger cohort also includes a larger number of women (61%). The age is also considerably younger for this part of the on-line consultation, with the largest percentage (36%) being in the 30-39-year-old group. The various labour categories were not as well represented in this part of the consultation, as an overwhelming majority (45%) worked as administrative staff or librarians. Responses were received, however, from managers, technicians, counsellors, teaching assistants, models, and others, in far fewer numbers. As was the case with the faculty on-line consultation, the majority of participants (64%) did not work in a leadership position.

The task force did not undertake a quantitative survey to identify workforce representation of Indigenous and racialized staff and faculty and measure progress from the 2011 baseline, although data collection is part of its recommendations.

Responses from On-Line Consultations, Open Houses, and Informal Meetings

Feedback from community members noted a range of examples of systemic racism and bias in hiring and employment practices and decisions, and its impacts on retention and advancement. A summary is below:

BARRIERS TO THE RECRUITMENT OF INDIGENOUS AND RACIALIZED FACULTY AND STAFF

- The composition of hiring committees was repeatedly raised as a barrier to recruitment, due to the lack of diversity of committees, and use of informal and biased hiring practices and selection criteria that disadvantage racialized and Indigenous candidates
- Hiring from within existing informal communities or “who you know” was often raised as a factor in why faculty composition repeats itself
- Informal practice and criteria of hiring for “culture fit” operates as a proxy for discriminatory biases
- It was also suggested that job ads should state explicitly that OCAD U is looking specifically for racialized and Indigenous applicants.
- Lived experience, and community-based work experience need to be recognized as a part of skills and qualifications, in addition to terminal degrees.
- There was a perceived lack of international reach and under-use of non-traditional recruitment venues in our searches
- External perception of low remuneration and extensive service commitments expected of racialized and Indigenous faculty
- Short application deadlines inhibit outreach as well as some from applying for positions.
- The lack of racialized and Indigenous faculty in upper administrative positions is a deterrent.
- Poor track record of treatment of racialized and Indigenous faculty, who are perceived as holding precarious positions.
- HR needs wider recruitment and advertisement; more funds for outreach.
- Requests were made that job ads target and undertake outreach to various communities.
- Not requesting ethnicity/race self-identification as part of interview process was seen as problematic, making it difficult to identify Indigenous and racialized candidates.

BARRIERS TO THE RETENTION OF INDIGENOUS AND RACIALIZED FACULTY AND STAFF

- Insufficient Professional Development funding; lack of information regarding funding opportunities for advancement.
- Insufficient time to dedicate to career development due to service commitments and heavy workloads.
- Differential treatment, lack of support for faculty equity initiatives.
- There appears to be no systematic method for the awarding of course releases.
- Silo-ing of Faculties and lack of potential for cross-program or cross-Faculty collaboration and discussion to diminish sense of isolation.
- Lack of mentorship.
- Lack of information; poor communication.
- Inadequate training for managers to address issues of racism.
- Lack of community-building and networking opportunities.
- Over reliance and over-work of limited pool of racialized and Indigenous individuals, due to the need for 'diversity' representation on committees and in governance.
- Performance reviews not completed consistently.
- Perception that racialized individuals were over-represented in contract positions with no potential to advance into secure employment.
- Survey respondents noted the need for more permanent jobs, developments plans and goals, and salaries that match.

BARRIERS TO LEADERSHIP OPPORTUNITIES FOR FACULTY AND STAFF

- Not enough diversity in existing leadership positions, perception that racialized and Indigenous candidates are not welcomed in these roles.
- Already heavy workload for faculty and staff makes it challenging to undertake additional advancement.
- Inadequate Professional development and mentorship to prepare individuals for advancement.

OCAD University Equity Statement

OCAD University acknowledges that a commitment to the principles of equity requires an engagement with and response to the complex, systemic, and often deeply imbedded ways that systems and practices exclude disproportionately underrepresented communities. Such groups include, but are not limited to, Indigenous Peoples, women, racialized peoples, persons with disabilities, and lesbian, gay, bisexual, transgender, queer, and intersex and 2-spirit persons. OCAD University thus aims to advance the principles of equity by prioritizing the equitable allocation of resources across the institution and by creating a positive and inclusive environment for all of the university's communities and constituencies.

As an institution committed to art, design, digital media and related scholarship, OCAD University recognizes the profound and essential value that diversity brings to the creation, reception and circulation of creative practices and discourse. OCAD University understands that valuing diverse creative practices and forms of knowledge are essential to, and enrich, the institution's core mission and vision.

The institution understands that the advancing of equity extends beyond the numerical representation of underrepresented communities, or the inclusion of underrepresented groups in order to achieve diversity. Rather, a more engaged approach to equity requires the implementation

and evaluation of specific measures or policies that recognize, address, and remediate the exclusion of underrepresented groups from the institutions of higher learning specifically, and from the larger art & design sector generally. For students, this includes the creation of opportunities for underrepresented students to participate in educational programs that can close gaps in their success and achievement. For employees, this includes the creation and implementation of policies that enable historically underrepresented faculty and staff to have equal access to employment, professional growth opportunities, and institutional resources. For the Board of Governors equitable representation ensures that diverse viewpoints and fair practices will be part of university governance.

OCAD University encourages the equitable representation, participation, and leadership of underrepresented communities in the design, implementation and evaluation of faculties and programs within and across the institution. Pursuing equity in all aspects of teaching, research, and community engagement, the institution sustains a range of knowledge forms, genres and practices, including those produced by equity seeking communities.

University Action Plan

THE TASK FORCE HAS UNDERTAKEN TO COMBINE ITS RECOMMENDATIONS WITH AN ACTION PLAN THAT INCLUDES NEAR-TERM (UP TO 5 YEARS) GOALS AND LONGER-TERM (UP TO 10 YEARS GOALS).

1. OCAD U will implement the following special program¹ under section 14 of the **Ontario Human Rights Code** in all forthcoming competitions for tenured faculty, academic administrator, manager, librarians, and administrative & confidential staff positions: “In order to alleviate the under-representation of racialized and Indigenous tenured faculty and academic administrators [or managers, librarians, administrative & confidential staff], priority in hiring will be given to qualified racialized and Indigenous persons who self-identify as such in the application process. This initiative is a special program under the **Ontario Human Rights Code**”. OCAD U can further specify that only Indigenous or racialized applicants may apply in competitions to increase the representation of these groups as a special program. The Office of Diversity, Equity & Sustainability Initiatives will continue to advise on areas of under-representation requiring special programs.
2. In the short term (within 5 years) we recommend that a robust system for data collection and analysis of workforce and student population data be established. The workforce data collection system should capture recruitment, hiring, promotion and retention data, and have the functionality to compare workforce representation to census data, as well as student representation, by program and/or department.
 - a) Data should be jointly monitored by ODESI with Human Resources (employee data) and the office of the Vice-Provost, Students & International (student data).
 - b) OCAD U should undertake a campus-wide survey within the next year to collect updated workforce data that can be compared to the 2011 workforce demographics.
 - c) Deans and administrative managers will be responsible for setting numerical targets for their respective programs/ departments. Support for setting short-term goals will be provided by ODESI and Human Resources.

¹Section 14 of the **Human Rights Code** allows organizations to create temporary special measures on a voluntary basis to help create opportunities for people who experience discrimination, economic hardship and disadvantage. The OHRC encourages the development of special programs as an effective way to help reduce discrimination and address historical disadvantage. Examples of special programs include: programs designed to promote the hiring and advancement of underrepresented communities and programs designed to encourage the enrolment of Indigenous students in a university. Special programs must be developed carefully and with clear reasons about why a particular group is chosen for special assistance. See the OHRC’s *Special programs and the Ontario Human Rights Code – A self-help guide (2010)*.

3. In the long term (up to 10 years), we recommend that our faculty and staff complement be reflective of our student population.
4. To support employment equity institution-wide, we recommend that the Faculties and administrative managers create departmental employment equity plans, a process by which progress will be evaluated annually and reported to EEEEC.
 - a) Data and progress including non-numerical terms (training) will be considered, culminating with a report to the community.
5. We recommend that an Employment Equity administrator be hired to implement employment equity initiatives, including:
 - a) Developing relevant policy and procedures
 - b) Coordinating/facilitating training
 - c) Analyzing and reporting on applicant tracking and workforce representation data
 - d) Advising academic and administrative managers and hiring committee chairs on employment equity measures
6. We recommend that a trained group of faculty and staff be established who will serve as employment equity representatives on all hiring committees, peer review committees (faculty), and performance review/job evaluation (admin) committees.
 - a) The group would receive training in equitable practices in hiring, and in preventing and addressing individual, institutional and systemic racism. This training is also to be completed by all academic and administrative managers, Chairs, Graduate Program Directors, and Human Resources staff.
7. We recommend that all job postings, and the OCAD U web page, reflect institutional equity commitments and institutional Special Programs in hiring under section 14 of **the Code**. In addition, equity needs to be embedded throughout job postings and reflected in qualifications, experiences etc.
 - a) We also recommend that job postings be approved by the aforementioned Employment Equity administrator prior to posting, and posted in wider arenas.
 - b) Prioritization of equity seeking groups in recruitment efforts should be highlighted in outreach strategies and in the ads.
8. We recommend that a process of digital applicant tracking be implemented to track applicant pool diversity, and that this data be used for barrier identification and removal at each stage of the recruitment and selection process.
9. We recommend that those participating in employee recruitment and selection on behalf of OCAD U must receive training with respect to best practices in equitable hiring, university policy and the law as it relates to recruitment and selection.
 - a) As necessary, outside members should be added to hiring committees to ensure appropriate expertise.

- 10.** We recommend that qualified racialized and/or Indigenous candidates be a part of all short lists.
- a)** To further enable this, we recommend broadening shortlists to 5 or 6 applicants.
 - b)** To ensure that shortlists are diverse, we recommend that the VPA's office and/or hiring managers be given the wherewithal to return shortlists to the relevant hiring committee if the shortlists do not meet the prioritization criteria
- 11.** We recommend that an Indigenous Services Administrator be appointed with permanent funding established from not just various levels of government, but also from OCAD U.
- a)** We are aware that the proposed Academic Plan is putting forward the creation of a position to address this and we support that proposition.
- 12.** We recommend the creation of a permanent faculty/staff lounge, which would serve multiple purposes: It would give faculty and staff a place to meet informally and create spaces of community, collaboration and new knowledge. It could be used for various social events. But it could also house rotating services for faculty and staff, such as health and wellness support, accommodation information.
- a)** We are aware that this initiative is already being considered as part of the Creative City Campus renovations and support this plan, as well as recommending the creation of an interim space.
- 13.** We recommend that a more formalized mentorship process be implemented.
- a)** Recognizing the disproportionate amount of mentoring called on from existing racialized and Indigenous faculty, we recommend that mentorship work be recognized in terms of service for faculty and a parallel mechanism implemented for administrative staff.
 - b)** There also needs to be less precarity to ensure stronger mentorship
- 14.** We recommend and encourage management and labour to work together to realize appropriate changes to collective agreements to realize these recommendations.

Conclusion

As we move forward with implementing these recommendations, we would like to borrow a phrase from Sara Ahmed's influential, *On Being Included: Racism and Diversity in Institutional Life*: "What does diversity do?" ("Introduction"). To this we would like to add, "What can these recommendations do?" It was very important to the members of the task force that we create not just another policy document, but a set of recommendations with measurable outcomes, in other words, an action plan. To this end, the recommendations have many built-in measures and responses. We want to not only increase racialized and Indigenous faculty and staff, but to have the relevant data to judge whether we are meeting our goals. As such, steps are already in place to conduct a demographic survey of our students, faculty, and staff to ensure faculty/staff and students are a reflection of each other. We want not only to have another equity statement, but for this to be an active process. As such, we are proposing that all Faculties and administrative departments draft area-specific employment equity plans, where progress will be evaluated on a yearly basis and monitored by the OCAD University Employment and Educational Equity Committee, an advisory committee to the President. Other initiatives, such as the faculty/staff lounge or the appointment of an Indigenous Services administrator, are underway.

Ahmed's response to the above-mentioned question is, in part, as follows: "The question of what diversity does is also, then, a question of where diversity goes (and where it does not) as well as in whom and in what diversity is deposited (as well as in whom or in what it is not)" ("Introduction"). The question of

diversity and equity at OCAD University, then, is, in part, where this document and the recommendations therein "go." The members of the task force are well aware that it is important that this report not languish on the shelf alongside other documents. Diversity and equity must be embedded in all levels of the institution: from administrative practices, to staff hiring, to the Faculties, to the curriculum that is delivered to the students that attend the school, to the research priorities that are set. The new Academic Plan entitled OCAD University: A Transformative Student Experience places Truth and Reconciliation and diversity and equity high on its agenda. As both the academic plan and this document attest, diversity and equity are not problems for diverse faculty/staff members alone, but for the institution as a whole. It is important that we, as an institution, acknowledge where we have created or enabled barriers to exist, which limited the hiring, retention, and advancement of racialized and Indigenous faculty and staff. We must do the hard work to remove those barriers.

Our mandate was to increase the percentage of racialized and indigenous employees in all areas and at all levels of the university through hiring and retention measures. This can only occur by our long-term goal of 2027 if diversity "goes" (to use Ahmed's phrase) to all areas of the university and becomes a cornerstone of how OCAD University defines itself. Our success will lead to an institution that truly embodies, advocates for and celebrates the complex and diverse cultures of our century. It is our aim that this report be one of the building blocks in that transformation.

Works Cited

Ahmed, Sara. *On Being Included: Racism and Diversity in Institutional Life*. Durham, NC: Duke University Press, 2012.

Henry, Frances, E. Dua, C. James, A. Kobayashi, P. Li, H. Ramos, M. Smith, Eds. *The Equity Myth: Racialization and Indigeneity at Canadian Universities*. Vancouver: University of British Columbia Press, 2017. (forthcoming)

Phillips, Katherine K. *Better Decisions Through Diversity*. KelloggInsight. Kellogg School of Management at Northwestern University, 2010. https://insight.kellogg.northwestern.edu/article/better_decisions_through_diversity

Truth and Reconciliation Commission of Canada: Calls to Action. Winnipeg, MB: Truth and Reconciliation Commission of Canada, 2015.

Tab 6

OCAD UNIVERSITY (//OCADU.CA)

OCAD UNIVERSITY HIRES FIVE NEW PERMANENT INDIGENOUS FACULTY

([https://twitter.com/home?status=OCAD University hires five new permanent Indigenous faculty](https://twitter.com/home?status=OCAD%20University%20hires%20five%20new%20permanent%20Indigenous%20faculty) - Read more at <https://www2.ocadu.ca/node/77395>)

(<https://www.facebook.com/sharer/shp?u=https://www2.ocadu.ca/node/77395>)

Wednesday, June 20, 2018

OCAD University acknowledges the ancestral and traditional territories of the Mississaugas of the New Credit, the Haudensaunee, the Anishinabek and the Huron-Wendat, who are the original owners and custodians of the land on which we stand and create.

(Toronto – June 20, 2018) OCAD University (OCAD U) is pleased to announce the hiring of five new tenured/tenure-track faculty members who self-identify as Indigenous Peoples of North America or Peoples of Turtle Island. **Suzanne Morrisette** will join OCAD U's Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies; **Peter Morin** will join the Faculty of Art; and **James Miller**, **Howard Munroe** and **Melanie Printup Hope** will join the Faculty of Design.

The hiring of these Indigenous faculty members is part of OCAD U's commitment to decolonize, the first principle identified in the university's *Academic Plan 2017-2022: Transforming Student Experience* (<https://www.ocadu.ca/Assets/content/governance/Academic-Plan-2017.pdf>). In addition to their teaching roles,

research activities and service to the governance of the university, they will be key contributors to the ongoing development and decolonization of OCAD U's undergraduate and graduate program curriculum, policies and initiatives. The hiring initiative is a special program under the Ontario Human Rights Code.

OCAD UNIVERSITY (//OCADU.CA)

OCAD University believes that Indigenous knowledges and cultures are of fundamental importance to the future of Canada, both to Indigenous individuals and communities, and to Canadian society. In the last decade, OCAD U created an Indigenous Visual Culture Program, one of the first of its kind to be established at an art and design university, and established an Aboriginal Education Council. Including national representation, the Council's mandate is to recommend initiatives and share strategies that provide direction and guidance on the development of the program and supporting initiatives.

"OCAD University understands that transforming education in response to the recommendations of the Truth and Reconciliation Commission of Canada requires that we critically assess the settler social relations that underpin knowledge production and what constitutes knowledge within the university context and beyond," said Dr. Gillian Siddall, Vice-President, Academic and Provost. "We are delighted to welcome these new members to the OCAD U community, who will help us create a more inclusive learning environment for Indigenous students. These are amazing scholars, artists, and designers, and they will make a tremendous contribution to the university."

"OCAD University has been an agent of change for more than 140 years. Our commitment to decolonizing the curriculum is part of the evolution of education — both at our university and within the larger Canadian post-secondary education context," said Dr. Sara Diamond, OCAD University's President and Vice-Chancellor. "OCAD U was one of the first art and design institutions to launch a degree in Indigenous Visual Culture, which laid critical foundations from which to build. We very much look forward to working with these new faculty, and continue working in tandem with our Aboriginal Education Council, our Indigenous Student Association and all our faculty and staff to support the process to decolonize the institution and to recognize, acknowledge, implement and vitalize Indigenous visual culture."

Joining OCAD U's Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies:

Suzanne Morrissette

Suzanne Morrissette is a Métis artist, curator, and writer from Winnipeg. She received a BFA from Emily Carr University of Art & Design in 2009 and an MFA in Criticism and Curatorial Practice from OCAD University in 2011. In 2017, Morrissette completed her PhD in Social and Political Thought at York University, which took an interdisciplinary approach to investigate the historical lineage behind contemporary perceptions of Indigenous political knowledge in mainstream North American society, particularly those which characterize resistance to state powers as aggressive or anti-progress. Looking at artworks by contemporary Indigenous artists, this research examines ways in which creative practice provides a generative site through which to confront and challenge these perceptions. This research has received SSHRC CGS and Provost Dissertation Scholarship support from 2013 to 2017 and has been nominated for the dissertation prize and Governor General's Gold Medal for 2018.

Morrissette's research-creation projects include such recent exhibitions as *our land, together* at Harbourfront Centre (2015), *Surface & Symbol: works by Jean Marshall* at the Ontario Crafts Council (2013) and *Definitely Superior Art Gallery* (2014), and *Blueprints for a Long Walk: works by Lisa Myers* at Urban Shaman Gallery (2013). Her forthcoming curated project *On Being Illiberal* extends her recent research to problematize public perception of resistance movements in North America.

Joining OCAD U's Faculty of Art:

Peter Morin

Peter Morin is a Tahltan Nation artist, curator, and writer. In his artistic practice and curatorial work, Morin's practice-based research investigates the impact zones that occur when indigenous cultural-based practices and western settler colonialism collide. This work is shaped by Tahltan Nation epistemological production and often takes on the form of performance interventions. In addition to his object making and performance-based practice, Morin has curated exhibitions at the Museum of Anthropology, Western Front, Bill Reid Gallery, and Burnaby Art Gallery. In 2014, Peter was long-listed for the Sobey Art Prize. Morin holds a tenured appointment at Brandon University in the Visual and Aboriginal Arts Department.

Joining OCAD U's Faculty of Design:

James Miller

James Miller is a proud Kānaka Maoli of Hawaiian and Japanese American descent. He is a Sylff Association Fellow whose research focuses on the role of Indigenous knowledge in the production of a culturally supportive built-environment. Miller completes his PhD in Sustainable Architecture at the University of Oregon this June and holds a Master of Architecture from the University of Oregon and a Bachelor of Architecture from the University of Notre Dame. Miller has a diverse background in architectural practice, urbanism, and social entrepreneurship. He is currently working with municipal governments and non-profits in the Republic of the Marshall Islands to assist in creating culturally appropriate land use planning and climate adaptive building strategies through applied research.

Miller's research has been funded by the Sylff Association and the Julie and Rocky Dixon Graduate Student Innovation Award. Miller's research has been published in the proceedings of the Architectural Research Centers Consortium 2017 Conference and received an ARCC King Medal in 2016. His paper "Colonial Legacy in the Marshall Islands: The Shaping of Everyday Cultural Patterns in America Town" will be presented at the 2018 International Association for the Study of Traditional Environments Conference. Previous research has been published in *Traditional Dwellings and Settlements Review Working Papers Series* and the Proceedings of the International Association for the Study of People-Environment Studies. Miller's work has also been presented at the International Disaster Risk Forum in Davos, Switzerland. Miller is a core member of the Collaborative for Inclusive Urbanism, a Program Director for Living Islands non-profit, and a Project Manager with Studio-E Architecture in Eugene, Oregon.

Howard Munroe

Howard Munroe is Red River Métis from Winnipeg, Manitoba, and is completing a contractually limited term appointment in OCAD U's Industrial Design program. He holds a Master's degree in Urban Aboriginal Education from York University, a Bachelor in Technological Education from Brock University, a Bachelor in Industrial Design from OCAD University (Distinction) and a 3-year advanced Diploma in Furniture Design from Sheridan College. His academic research focuses on introducing Indigenous ways of knowing into current Industrial Design research pedagogies to help establish protocols that inform systems, sustainability and manufacturing processes. Using an urban Indigenous lens, he explores how Indigenous knowledge can foster productive relationships between Indigenous peoples and the design community by introducing research methodologies that are bounded by Indigenous guidelines and protocols.

Howard has lectured to Indigenous and Northern Affairs Canada on Innovation, Indigenization and Appropriation and sits on the Indigenous advisory council to the Toronto District School board. His Industrial Design practice focuses on designing custom furniture, lighting and custom designed projects for the home and is a self-taught luthier. Prior to academia, Howard was well established in the performing arts as a lighting designer, technical director, project manager and set fabricator for many major theatrical, television, dance, display and film projects and continues to consult in these industries.

Melanie Printup Hope

Melanie Printup Hope is of Tuscarora and European descent and was raised on the Tuscarora Indian Reservation in New York State. She earned a Bachelor of Fine Arts Degree in Graphic Design at the Rochester Institute of Technology and a Master of Fine Arts Degree in Electronic Arts at Rensselaer Polytechnic Institute in Troy, New York. She is an Associate Professor Emerita at The Sage Colleges, Albany and Troy, New York and has also taught at Banff Centre for the Arts and Creativity, in Banff, Alberta, Canada. She received a Rockefeller Foundation Intercultural Film/Video/Multimedia Fellowship in 1996 and has received additional awards and fellowships from the New York Foundation for the Arts, the National Endowment for the Arts, the Andy Warhol Foundation for the Visual Arts, the Jerome Foundation, the New York State Council on the Arts, and the Lyn Blumenthal Memorial Fund. Her biography has been included in *Who's Who Among America's Teachers*, *Who's Who of American Women* and *The World Who's Who of Women*.

About OCAD University

OCAD University (www.ocadu.ca) (<http://www.ocadu.ca/>) is Canada's university of the imagination. Founded in 1876, the university is dedicated to art, design and digital media education, practice and research, and to knowledge and invention across a wide range of disciplines.

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Feb 27 2020 - 11:30am

THIS IS RESEARCH V4

[\(/news/this-is-research-v4\)](/news/this-is-research-v4)

Feb 18 2020

Recipient of The 2020 Artist Project Career Launcher Announced

[\(/news/recipient-of-the-2020-artist-project-career-launcher-announced\)](/news/recipient-of-the-2020-artist-project-career-launcher-announced)

Jan 27 2020 - 2:45pm to Jan 28 2020 - 12:15am

Print Shop Closing at 6pm January 27

[\(/news/print-shop-closing-at-6pm-january-27\)](/news/print-shop-closing-at-6pm-january-27)

Jan 13 2020 - 2:45pm

Recipients of Come Up to My Room 2020 Career Launcher Announced

[\(/news/recipients-of-come-up-to-my-room-2020-career-launcher-announced\)](/news/recipients-of-come-up-to-my-room-2020-career-launcher-announced)

Jan 9 2020 - 2:00pm

OCAD University mourns victims of plane crash in Iran

OCAD UNIVERSITY (//OCADU.CA)
(/news/ocad-university-mourns-victims-of-plane-crash-in-iran)

Jan 2 2020 - 12:00am to Jan 25 2020 - 12:00pm

OCAD Design Students Collaborate on DesignTO's 10 Year Anniversary Look

(/news/ocad-design-students-collaborate-on-designtos-10-year-anniversary-look)

Dec 13 2019 - 9:15am

OCAD University mourns death of Jeremy Vincent Urbina, student in the Faculty of Art

(/news/ocad-university-mourns-death-of%C2%A0jeremy-vincent-urbina-student-in-the%C2%A0faculty-of-art)

Dec 10 2019 - 12:30pm

Congratulations to OCAD U alum named to Forbes Top 30 under 30

(/news/congratulations-to-ocad-u-alum-named-to-forbes-top-30-under-30)

Study

Work

Contact

(<http://www.ocadu.ca/taip/visions>) (<http://www.ocadu.ca/taip/visions/resources/employment-opportunities>) (<http://www.ocadu.ca/directory>)

Tab 7

OCAD UNIVERSITY

OCAD U HIRES FIVE NEW PERMANENT FACULTY IN RECOGNITION OF THE INTERNATIONAL DECADE FOR PEOPLES OF AFRICAN DESCENT



June 2, 2020

OCAD University's Faculty of Design is pleased to announce the hiring of five new tenure-track faculty members who self-identify as Black peoples of African Descent (including Africans and African heritage people from the Caribbean, North America and Latin America), as a special program under the Ontario Human Rights Code.

Joining the University's Faculty of Design, as of August 1, 2020 are Angela Bains, Kestin Cornwall, Kathy Moscou, Michael Lee Poy and Marton Robinson.

The hiring of these five new faculty members is part of OCAD U's dedication to the implementation of its [Academic Plan](#) that articulates a commitment to decolonization, diversity, and equity.

OCAD UNIVERSITY

theoretical, technical, and making/design expertise fulfilled one or more of the current areas of need within the Faculty.

“It brings real tears of joy to welcome these five Black faculty members to OCAD University and address the Faculty of Design’s 144 years of Black underrepresentation,” said Dr. Tunstall. “The overwhelming support of the Black communities in sharing the call and applying to the positions was crucial in making this Black Cluster Hire a success.”

“This is an important announcement within today’s context, given recent anti-Black racism protests and events. It shows how OCAD University is working towards structural change and to find ways to address the longstanding underrepresentation of Black faculty at our University,” said Dr. Sara Diamond, President and Vice-Chancellor, OCAD University.

“OCAD U understands that valuing diverse creative practices and forms of knowledge are essential to, and enrich, the institution’s core mission and vision as an art and design university with a local and global scope,” added Dr. Diamond.

The hiring committee used Black Cluster Hire profile equivalencies to redefine profiles of excellence based on levels of historical exclusion from post-secondary institutions: Traditional Academic (fully embedded in postsecondary institutions), Praxis Star (limited access to or exclusion from post-secondary institutions), and Community Connector (experiences of exclusion from post-secondary institutions).

The International Decade for People of African Descent, 2015–2024, was proclaimed by the UN General Assembly in a Resolution (68/237) adopted on December 23, 2013. The theme of the International Decade is "People of African descent: recognition, justice and development."

Meet the newest members of OCAD U’s Faculty of Design:

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Angela Bains

Angela Bains

Angela Bains is a co-founder and strategic director of TransformExp, an award-winning design firm. Originally from the UK, Bains has more than 25 years of experience in the design industry, working on social change causes, including the Free Nelson Mandela Campaign and commercial accounts including: BBC Television, Swatch Canada, Westinghouse Canada, and the Ritz-Carlton.

She has been invited to speak and host at the Association of Registered Graphic Designers (RGD) - International DesignThinkers Conference (Vancouver & Toronto). Most recently, her expertise was covered on CBC and CKNW 980. Bains has taught Strategic Design part-time at the British Columbia Institute of Technology (BCIT).

She has been honoured by her students through six consecutive annual nominations for the BCIT Teaching Excellence Awards which she has won three times and in addition, she was nominated nationally for the RGD - Canadian Design Educators Award of Excellence.

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Kestin Cornwall

Kestin Cornwall

Kestin Cornwall grew up in the Windsor, Ontario area. His father is Grenadian and his mother is American. He spent much of his youth in Detroit Michigan with family. In 2001, he moved to Oakville, Ontario to begin his training at Sheridan College.

While completing the Art Fundamentals and Illustration programs, Cornwall's focus and love for the arts grew quickly. He increasingly combined both classical drawing and painting with modern digital reproduction and screen-printing.

Over the past 10 years, Cornwall has focused on creating relevant progressive art. He uses images to explore the notion that culture and entertainment, including film and other media, shape the mass public perception of black people and people of colour in North American culture. Cornwall critically charts current political, social, and economic landscapes with compositions brimming with references to media, popular culture, music and art history.

He enjoys challenging what's considered "common" and feels it is the duty of an artist to add beauty to the world while invoking the unending social responsibility to capture thought. Many of his influences include contemporary graphic realism, street art and old comics, with a complimenting factor of mystery. Each piece depicts an analysis of our obsession with beauty, age and change. Cornwall lives and works in Toronto.

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Kathy Moscou

Kathy Moscou

Kathy Moscou's background is eclectic and unique, merging visual arts and health. Her lived experience, born as an African-American, informs her art, focus on Black cultural aesthetics, contemporary design for social justice, commitment to the Black community and choice of research, which focuses on equity and empowerment of Black and Indigenous youth in Canada, the United States and across the African diaspora.

Moscou's experience, contributing to the education of post-secondary students and exhibition history, spans more than 20 years. Her PhD research of pharmacogovernance and comparative health policy addresses equity in drug safety and governance to foster healthy communities.

The representative stories in her art, deeply rooted in Black cultural traditions, explore contemporary issues of racism and identity by challenging viewers to see and think beyond contemporary stereotypes, the framing they put on the world and which the world places on them. She uses design, colour, form, and symbols to communicate concepts of Kujichuglia (self-determination), Black cultural pride, resilience, agency and empowerment.

Her work has been exhibited at the Art Gallery of Southwestern Manitoba (Brandon); the Royal Ontario Museum (Toronto); the M. Rosetta Hunter Gallery (Seattle) and the Bellevue Art Museum (Bellevue, WA).

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Michael Lee Poy

Michael Lee Poy.

Michael Lee Poy is an Afro-Caribbean artist-activist and architect in Trinidad and Tobago. His practice and interests are centered on post-colonial Caribbean design and fabrication in the festival arts – especially Carnival. A graduate of Pratt Institute of Technology in architecture (B. Arch.) and the Yale Graduate School of Architecture, Environmental Design (MED), Michael aims to use interdisciplinarity to augment the innovative, creative, and collaborative process of design.

Since 2015, Lee Poy has been teaching the *Hero's Journey* process as a design curriculum for graduate students in the Creative Design Entrepreneurship (CDEN) program in the Department

OCAD UNIVERSITY

By interrogating the state to rethink and reimagine education, Lee Poy actively deconstructs learning, and deconstructs the “expert” paradigm. He does this in order to generate and inspire new and sovereign knowledge – allowing students from various backgrounds and disciplines to delve into both their historical and creative psyches.

For the past five years, Lee Poy has been incubating the Moko Jumbie Mas Camp workshops for children aged 7-17. The masquerade (mas) camps were designed and implemented as socially-conscious design/build and fabrication/studio/lab workshops. They operate like a small design incubator/facilitator – just like typical Carnival mas camps. The students learn leadership training, team building, and balance and acrobatics. Eventually, the older students become experts and mentors for the younger ones.

Lee Poy’s architectural and design portfolio includes two buildings at the UWI, St. Augustine campus, the Trinidad Hilton Conference Centre port cochère, in addition to numerous commercial interiors throughout the island. He was co-chair of the UWI Ministry of Design: From Cottage Industry to State Enterprise Symposium (2015); and his work has been featured in Caribbean Beat Magazine (January 2018).



Marton Robinson

Marton Robinson

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Robinson's art, which is informed mainly by African-American traditions, challenges the conventional representations of black identities in art history, mainstream culture, and the official national narratives, especially those of Costa Rica. With an often ironic and rhetorical take on the constructs of racism, this practice endeavours to confront the hierarchies and conceptions inherited from colonialism in order to subvert the mindsets and prejudices ingrained in our social experience. Robinson's work exposes the nuances present in the Afro-Latino experience, enriching the critical discourse of contemporary works of the African Diaspora.

Robinson has participated in exhibitions in spaces such as: The Getty Center, California; Museo de Arte y Diseño Contemporáneo, Costa Rica; Vincent Price Art Museum, California; Fundación Ars TEOR/ética, Costa Rica; Museo de Arte Costarricense; New Wight Gallery, California; X Bienal Centroamericana, Costa Rica; Pacific Standard Time LA/LA; Aidekman Arts Center, Boston; Le Palais de Tokyo, France; Bergen Kjøtt, Bergen, Norway; Centro de la Imagen, México; ARTBO, Colombia; Prizm Art Fair; Mandeville Gallery, New York; Gallery GVCC, Casablanca; Museo Amparo, México; 21st Biennial Contemporary Art Sesc Videobrasil.

May 19, 2021

DRN Temporal Drawing: Diagrams

April 19, 2021

Nominations Open: OCAD U 2020-2021 Teaching Awards

April 18, 2021

Introducing International Online Residency Experiences (IORE)

April 17, 2021

What Moves You? A Final Reflection with Anda Kubis

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COVID-19 Vaccination in Toronto

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INDIGENIZATION, OPSEU AND FUNDING

Posted on March 27, 2017

Hello Everyone –

As I write this, it's minus 8 degrees outside. But it was plus 8 the day before and predicted to be the same tomorrow, and these wild fluctuations can mean only one thing: the semester's almost over. In the meantime, if you need inspiration to stay warm and enthused, just keep reminding yourself that we're all in this together. And that, in fact, is what this note addresses: the being together, the solidarity, that grounds our union. We spend so much time dealing with day-to-day matters that the bigger picture often slips away. So this note discusses three important issues of solidarity, within and beyond our union, that the board is focus on and that we'd like to encourage you to focus on, too. And I also want to say that writing this note has been even more collaborative than usual and I'm grateful to the many people who have been generous with their time over the last few weeks.

Indigenization, Decolonization and OCADFA

OCADFA supports the principles of Indigenization and Decolonization. All unions rest on the idea that everyone should be treated equitably and fairly. Inequity and unfairness show up sometimes as exploitative labour practices, sometimes as discriminatory behaviour and often as the two combined (i.e. discriminatory beliefs justifying exploitative labour practices). And these exploitative and discriminatory practices perpetuate inequality and unfairness. For all of these reasons, but especially this last one—discrimination's link to exploitation—labour has a stake in the progress of equity-seeking communities on these matters and in supporting a workplace that promotes fairness, equality and freedom from discrimination.

To have meaning, this stake must start with the issues closest to home. That's why the cultural and academic communities at OCAD University and across Canada are pondering the principles of Decolonization and Indigenization, and why OCADFA's board supports these principles.

If you want to think about what these ideas mean, a good guide is the Truth and Reconciliation Commission's Calls to Action—specifically the sections on education, and language and culture (both sections are right at the document's beginning). These calls promote ending employment and education gaps experienced in many Indigenous communities, and preserving, revitalizing and strengthening Indigenous languages and cultures. In our community, these ideas can pave the way to ensuring, for example, that evaluations for promotion, tenure and sabbatical account for and recognize Indigenous knowledges and cultural traditions, and to ensuring that resources are available to support these practices.

Even with that, though, and within the framework of the many conversations happening in our hallways,

classrooms and faculty meetings, at meetings of Board and Senate, we need to explore what these principles mean for the OCAD community. What does they mean, for example, for teaching, learning, creative practice, scholarship and administration? OCADFA's answers to this question must come from its members. We need to discuss these issues for ourselves, in venues that provide opportunities for all of our constituents to participate. So you'll be hearing from us in the coming weeks about initiatives to support discussion regarding what these principles might mean for teaching, learning, creative practice and scholarship, meaningful student experience and our working environment.

OCADFA and OPSEU

You know that we're in bargaining, but you may not know that our comrades at OPSEU Local 576 will enter bargaining this summer. And, not surprisingly, they have many of the same concerns: precarity; wage parity with sector norms; diversity and equity; student well-being and quality of education. For OCADFA and OPSEU both, our working conditions are the students' learning conditions. For that reason, the two unions will be running a combined bargaining awareness table this coming Monday (March 27) from 10:30 a.m. to 4:30 p.m. in the foyer of 100 McCaul Street. Drop by, say hello and show your support.

Funding Campaign

In the last few days, you will have got an email from Christine Crosbie with the subject line "Fight for fair funding for OCAD University!" I encourage you to do three things: (1) open the email; (2) click the box to send a message to Minister Deb Matthews; (3) forward the message to 10 reliable friends and family (the email makes this easy to do). Here's what's happening: as you know, Ontario universities' two main sources of funding are tuition and government support. But the government does not support all students equally. Depending on what program and what university, some students attract substantially more government support for their universities than others. We're at the low end of the spectrum: the government values our students at 1.5 basic income units (bius). By contrast, Carleton's industrial design students are weighted at 2.0 bius, as are engineering and architecture students across the province. For over a decade, the administration has been lobbying the Ministry for the modest increase that would give us parity in this regard—which would add about \$9.5 million to our operating budget. Not even a rounding error for them; transformative for us. To be clear: over the years, OCADFA has expressed considerable concern about wasteful spending, and those concerns continue. Nonetheless, it would be hugely helpful if the government would take this small step toward treating us fairly, so please consider lending your support to this campaign. (P.S. The government is adopting new lingo around this, so over time you'll hear less about basic income units and more about weighted grant units. But it's the same idea.)

I know there's a lot in this note, and that you're getting this note on a Friday (which I normally try to avoid, but all of these issues are time-sensitive), so thanks for reading, enjoy the weekend and remember that communication is a two-way street, so we're always happy to hear from you.

Best,
Charles

[← OCADFA Notes Issue #1](#)

[Remedial Action and the Sunshine List →](#)

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NEWS TO CHASE THE FEBRUARY BLUES

Posted on February 6, 2020

Hello OCADFA Members!

Some news and updates to chase away the February blues.

WTF! Flow.

Our Flow Committee recently met with VPAP Langill to discuss Flow. We made our concerns clear: As sections are cut and classes enlarged, sessional job loss will occur- how will sessional appointments take place? We all know precarity is a priority issue for our community and the focus of our upcoming bargaining discussion. Flow will impact and inform bargaining. There was a vigorous discussion about 'microcredentials' that was productive. Flow will create more demand for TAs. We know the current TA system is woefully under-regulated. There is no direct policy of recruitment, supervision or fair remuneration. Smaller programs like MAAD need flexibility. Flow cannot be a 'one-size fits all' steamroller. Finally, studio-based learning is the cornerstone of OCAD U – there was consensus that this must be protected as we go through Flow. The meeting was productive and pointed to the need for more open channels. We know our institution is facing fiscal challenges. Flow stems from that. It is unnecessary to sugar-coat Flow. We can openly critique Flow. We must. We are on the frontlines and know what the delivery will look like. Please send your thoughts, question and fears to me [here](#). We will be organizing another public event for you to meet with each other on Flow this semester.

Bargaining will soon be underway.

Our Negotiations Committee is interested in hearing from you. Our Negotiations Committee is comprised of : Eric Steenbergen (Negotiations Chair, FoA Tech), Tanner Nielsen (FoLASSIS, TA), Mary-Eileen Wennekers (FoLASSIS, Sessional), Dan Panasyev (Contract Tech), Annie Tung (FoD, TIS), Bill Leeming (FoLASSIS, Tenured) and Min Sook Lee (FoA, Tenured). We are going through bargaining prep sessions with OCUFA and CAUT. Our CAUT session takes place on Wednesday Feb. 12th from 9:30-4:30pm, and is a training that is open to all OCADFA members. If you are interested in taking part, if you have concerns or questions please email our Negotiations Chair, [Eric Steenbergen](#) as we want to keep channels open at all times.

In the Grievance Corner.

[Associate Professor Richard Hunt](#) is our new interim Grievance Chair. We had previously announced Associate Professor Suzanne Stein had agreed to take on this role, but due to schedule conflicts, Suzanne was unable to do the work. We are grateful to Richard for stepping up the challenge. Richard teaches in the Faculty of Design

and has extensive experience in senior level positions at OCAD U. The position of Associate Grievance Chair will remain temporarily vacant as Assistant Professor Camille Isaacs has taken on the role of interim Head Librarian. In June 2020 Camille will reassume her position as Associate Grievance Chair.

Is your multi-year contract set to expire soon and you need to know what the renewal process looks like? Has your Dean called you in for a meeting 'concerns'? Are you wondering whether you are entitled to severance? Do you have a question about how course allocations or sabbaticals? We are here to advocate for your rights under the MoA and will be there for you. Connect with interim Grievance Chair Richard Hunt.

Equity!

It's apparent to me from conversations, patterns of grievances and complaints, that we need to do some work on equity. There are issues that still remain unresolved from the CLTA job losses that took place at the same time as the priority hires. I have heard resentment and comments made by members that suggest equity is discrimination in reverse. ODESI's recent equity survey had the lowest participation rate amongst faculty. This is a problem that needs serious redress. Amongst ourselves, our membership needs to have honest conversations about race, equity and power. OCADFA is committed to fighting for equity and justice – we will be taking steps to create space between members to make both real and relatable to your own experience in the world and in the workplace.

Solidarity with Education Workers in Ontario to Protect Public Education

Flying Squad Action: Friday Feb. 7th 11am to Noon at Orde St. Public School

As you know education workers across the Province are taking job action to fight Doug Ford's cuts to public education. OCADFA's Flying Squad will be in action on Friday Feb. 7th 11am to noon. At Orde Street Public School (18 Orde St. Just south of College and east of McCaul)

Meet up at OCAD Lobby at 11 am and we will walk over as a group. Please contact Maria-Belén Ordóñez for more info.

Affiliation U.

Since November 2019, the OCADFA Affiliation Committee has been working hard on researching what affiliating with a larger union would look like. We are weighing through the benefits, costs and political scenarios. We have met with CUPE, PSAC and had informational discussions with OPSEU Local 567 which represents librarians, administrative & academic staff, techs and other contract workers on campus. We will soon be releasing a recommendation to our membership supported by our research. No doubt affiliation would be historic. Currently not a single FA in the country is affiliated with a national union. Times are changing. Universities do not look like what they did in the '50's, '70's or even the '90's. Faculty Associations have changed too. And they've remained the same. Is OCADFA's current internal structure up to the job of handling grievances, bargaining and building membership engagement and political advocacy on dominant issues in our sector? This article by Stephanie Ross & Larry Savage, "Faculty associations at the crossroads" succinctly sums up the challenge:

“Several decades of neoliberal restructuring have fundamentally transformed universities, and in order to effectively confront the challenges that lie ahead, faculty associations will need to undergo their own transformations. In the process, they will have to rethink their approaches to representation and advocacy. While change never comes easily, the stakes are far too high for faculty associations to remain complacent.”

OCADFA is unique because we are comprised of diverse labour categories. Not a single FA in the country includes Tenured faculty and TAs in one bargaining unit. We can represent the new face of organized labour on campuses. We can do this as an autonomous union, the way that we have since 1965 or we can change. Arguably we can restructure internally without affiliation as well. Your OCADFA BoD is deeply engaged with

these questions. We take the job of representing our members equitably and fiercely to heart. More on the question of affiliation will come your way at the end of this month.

OCADFA & You

We'd like you to get involved in the work we are doing. We have working committees: Flow, Affiliation and Grievances. We also have some that are dormant waiting for activation. Do you want to get involved in communications, advocacy or building social ties amongst our members?

We are stronger with you. Get in touch with me at [HERE](#).

In solidarity,

Min Sook Lee

[← OCADFA WTF SOCIAL](#)

[Statement of Solidarity Unist'ot'en Camp and the Wet'suwet'en Nation →](#)

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LABOUR DAY 2020 MESSAGE

Posted on September 8, 2020

Sept 7, 2020

Dear OCADFA members,

Happy Labour Day! Our holiday that celebrates the workers' movement for better working conditions and better pay was earned by the organizing and determined fightback of workers who've come before us. A struggle that connect labour rights to human rights and social justice. Specifically, the holiday commemorates the campaign for the eight-hour work day that came out of the Industrial Revolution in Britain. In 1817 the slogan was: "*Eight hours' labour, Eight hours' recreation, Eight hours' rest.*" It took 100 years for a government to legislate the eight-hour work day nationally. I find it sobering to sit back and think about the fact that as an academic worker in the neo-liberal economy, my workday is longer than that of a factory worker's in the 1900's.

In 2020 unions are more critical than ever. The [Canadian Centre for Policy Alternatives notes](#) that Canada's Labour Force Survey reveals deep inequities in who is impacted hardest by COVID-19.

Because so many workers are falling behind due to COVID-19's impact on the economy—especially racialized, Indigenous, women, people with disabilities, and young Canadians—there is a pressing need for an invigorated, strong labour movement.

The need for workers to be able to assert their rights in the workplace has literally become a matter of life and death.

Perhaps more than any other sector, ours is being irrevocably shaped in the moment. University Administrators are using the cover of the pandemic to advance a neo-liberal agenda. Honor Brabazon's article '[The academy's neoliberal response to COVID-19: Why faculty should be wary and how we can push back](#)' is worth a re-read now as we enter the fall term.

In the remote delivery environment CAUT has issued 5 key principles which OCADFA supports and is advocating for:

- 1. Academic decisions should be made through normal collegial processes.** Academic staff, through their institution's governance bodies, must make all academic decisions, including those involving changes to the mode of delivery of courses.

2. Method of delivery is a pedagogical decision and an academic freedom right. Academic staff, subject to collegially developed policies and provisions of the collective agreement, should determine the method of delivery for courses. In the current context, such decisions may be constrained by public health directives and safety considerations. However, academic staff should determine how best a course or program might be delivered remotely.

3. Copyright should remain with the course creator. Academic staff should maintain copyright over the course materials they produce. In the absence of any explicit contractual terms to the contrary, copyright belongs to the creator(s).

4. Remote teaching arrangements should protect against contracting out and outsourcing. Academic staff associations should be vigilant in protecting the work of the bargaining unit from outsourcing.

5. Staff should be compensated or credited for increased workloads. Extra time required for the preparation and delivery of remote courses should be recognized and compensated.

Last week faculty at OCAD U were informed that because of higher than anticipated student demand, there is, what some are calling 'a crisis in Fall enrolment'. There are long waitlists for sections and students are frustrated with their inability to get into courses. This is particularly the case for first year students. Administration is concerned about a 4-year spin off effect in lost tuition revenues if this isn't addressed.

OCAD U Admin's response is to add 10 new sections and increase section sizes for 25 courses in which there are high waitlists. You can find the full list [here](#). You will likely have been informed already if you are teaching one of these classes.

And it's not just the listed courses that are being affected. In one capstone course, faculty that had accepted 17 students per faculty member are now being asked to accept 20.4 students per faculty. A decade ago, the ratio was 10 students per faculty and about 5 years ago they raised it to 12 then 14 students per faculty more recently. This year we were asked to accept 17 students and, wanting to support the University in hard times, the faculty agreed. And now the section size has been pushed to 20. The request to raise the cap size came in four days prior to the start of the term.

Additionally, tenured faculty are being asked to take on overload teaching. OCADFA does not encourage permanent faculty to accept this. Overload teaching was introduced in 2004 as an option for faculty to consider in rare circumstances, as a way to keep consistency in course delivery intact for courses that have multiple sections. When tenured faculty accept overload teaching they are taking jobs away from sessionals and being paid at a sessional rate. OCADFA worked very hard to secure a reduction in our course load. Let's protect that and each other.

Increasing class sizes is exactly the opposite of what Admin should be doing in this situation. Online teaching warrants smaller classes & increased TA support, not less. If Admin is concerned about student attrition, they need to pay attention to the student experience – larger sections will make students feel even more alienated and disconnected. Student contact hours will be diminished as will student engagement. OCADFA is opposed to the class expansion without appropriate compensation and support. We know the intense workload that online teaching entails. These last minute changes are also adding additional pressures to an overburdened workload and faculty are now forced to rapidly adjust their assignments or curriculum to accommodate increased class sizes.

Everybody recognizes the need to work together to make the Fall term a success. But Administration's response cannot be to continually demand that faculty take on the lion's share of the work without any accommodations.

The Spring/Summer courses were also overloaded. Again, Administration told us that this was necessary because of student demand. My studio/seminar class that usually has 23 students was overloaded to 35 students. The majority of faculty who teach in these terms are sessional. For Administration to expect sessional faculty, amongst the least paid contract faculty in the country, to support the University through without any increased compensation was outrageous. OCADFA filed a grievance and was successful in securing \$650 in compensation for sessionals teaching online. The compensation was tied to attending FCDC workshops on remoter delivery. However, one part of the grievance remains unresolved: compensation for permanent faculty. We were unable to reach an agreement with Admin and are now heading to arbitration on this issue.

With this sudden announcement of cap expansions for the Fall 2020 term OCADFA recognizes that OCAD U Administration is establishing a troubling pattern with managing student enrolment. The solution appears to simply be: increase class sizes and expect faculty to carry the burden.

Given the current situation our expectations are:

- Open new sections, even if this means keeping classes smaller than max cap limit allows
- Compensate permanent faculty through course reductions & service reductions
- Increased TA support and change the formula that is currently used to calculate TA support to recognize the increased workload of online delivery

If you have been affected by the newly announced class cap expansions please let the Academic leaders in your faculty know that this is unacceptable and we expect better. One faculty member has contacted me and is already drafting a public letter of protest that will be circulated in the next few days.

I'll wrap up this dispatch by re-iterating the need for us to work together as OCADFA members but also with Administration as members of the OCAD U community. As Administration develops their plans for 2020-2021 academic year and beyond, let's remind them that OCAD University needs to be a decent place to work, for all.

We actually are all in this together, but with different stakes, capacities and supports. Our university will thrive if we can be flexible, humane and creative in managing all the remaining crisis curveballs 2020 has in store for us. And we must be unconditional in using principles of social justice to inform our decisions. This applies to academic, administrative and financial.

The [statement by the Coalition for Black Trade Unionists \(CBTU\)](#) on what a just labour response looks like is relevant:

A labour vision for a post-pandemic recovery must confront structural racial inequalities and advocate for the inclusion of BIPOC communities — economically, politically and socially.

In solidarity,

Min Sook Lee

OCADFA President

P.S.

OCADFA is one of the lead organizers behind #ScholarStrikeCanada. Over one thousand scholars have signed the statement in support of this week's labour action for Black & Indigenous Lives. The program of events for Scholar Strike Canada can be found [here](#). To add your name to support the statement please fill in the form [here](#). For those who cannot strike, [there are many ways to participate](#).

Thanks to OCAD University President Ana Serrano for her uncompromising support, which no doubt influenced statements from Ryerson, York and other University institutions that acknowledged the importance of this moment.

We have received push back from right wing supremacists and are taking steps to protect our Presenters. The Zoom webinars will be livestreamed on the [Scholar Strike Canada YouTube Channel](#). To access the public digital teach-ins please direct all students to this link. Due to racist disruptions that have targeted similar initiatives, the comment section will be closed.

[← Scholar Strike Canada Ways To Get Involved](#)

[September 30: #StudentStrike against anti-Black and anti-Indigenous racism →](#)

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Tab 11

*OCADFA 2020
MEMBERSHIP
SURVEY*

OCADFA

Ontario College of Art &
Design Faculty Association
#248 - 100 McCaul Street
Toronto, Ontario
M5T 1W1

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Introduction

The survey was released on July 8, 2020, and the anonymous results were collected until July 27, 2020.

The survey addressed 7 seven fields:

- 1) General Information
- 2) Equity
- 3) Compensation
- 4) Workload
- 5) Professional Qualifications/Practice
- 6) Hiring/Promotion Process
- 7) The Effects of COVID-19

These applied to all members, with some questions targeted to specific employment categories. The information collected by asking specific questions about labour category and demographic identifiers allows us to track the variable experiences of members across intersectional categories.

To reach the threshold of statistical significance and to argue that the data collected is accurate, there needed to be a certain proportion of membership response. Out of a population size of 556 members, 162 members responders. This provides us with a 95 per cent confidence level that the information collected is accurate, with a margin of error of 6.49%.

Summary

We received responses from across the University, with all faculties and most employment groups well represented – with most teaching members engaged in delivering studio-based learning. While hiring practices at OCAD U can be improved so that academic staff and faculty better reflect the student body and Greater Toronto population, we can be proud to represent a diverse membership.

Our survey indicates there is a lot of room for improvement in terms of equity seeking group representation on committees, with relatively few respondents indicating there was “good representation.” The same can be said for representation of different labour categories on committees.

A troubling 29.81% of respondents indicated they have been affected by systemic inequalities experienced while working at OCAD U. What makes this issue even more problematic is the lack of comfort members indicated they feel when it comes to reporting if something inequitable happened to them. While a majority of members indicated they would be comfortable contacting OCADFA, we recognize there is room to improve that number. Less than 20% of members indicated they would comfortably contact their Dean’s office, and comfort levels in contacting the HR office were mixed at best. These levels of discomfort reporting occurrences of inequity point to a larger cultural shift and renewed commitment to equity that needs to happen in the OCAD U community.

A majority of members also reported having care (child, elder, disability, other) responsibilities outside of work, with a significant proportion indicating these responsibilities can be considered full time. This figure underscores another equity area we need to accommodate and take seriously.

Our members report a highly disparate range of compensation. Troublingly, a high degree of members identify as either “Financially Insecure” or “Poor.” That a minority of members affirmatively reported their income derived from OCAD U is enough to support themselves, and 40.67% reporting it isn’t, further underscores a compensation problem at OCAD U. As a result, 40% of respondents indicated they work elsewhere even though they’d rather not.

Regarding workload, there are several indications that job descriptions and contract hours are inaccurate, that faculty assignments are not sustainable, and that the quality of course delivery has been impacted by instructor-to-student ratios.

The survey indicates we represent a highly educated qualified workforce who, on top of their other duties at OCAD U, continue to engage in a related professional practice.

Reviews on the faculty hiring committee process were mixed, while there were clearer indications that many members would like to see the sessional teaching cap to be either increased or removed altogether. The Performance Review Process remains

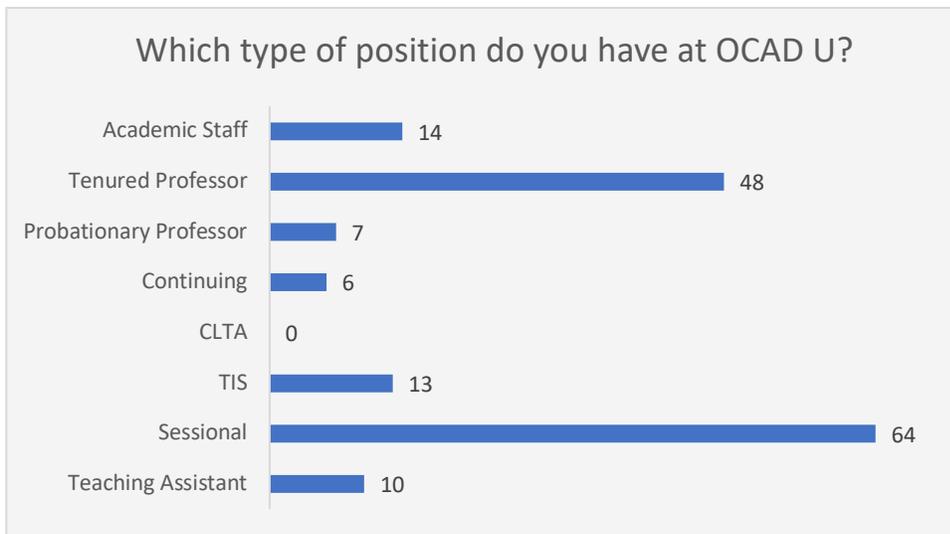
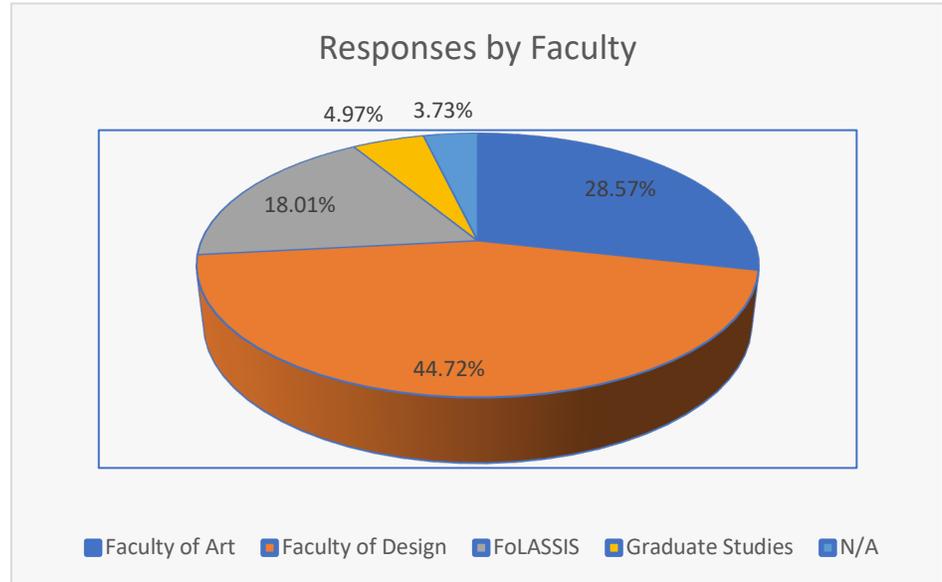
either murky or unreasonable to many members, with many disagreeing with the results and not having that disagreement satisfactorily resolved.

Many of our members have been working at OCAD U for a long time. This is consistent with many members indicating their contracts have been renewed multiple times. We asked: if you are hired on a contract basis, (as TA, a sessional, or a limited term contract of some sort) how many times have you had a contract renewed? Sixty-two remembers, representing 41.61% of those who responded, indicated this question did not apply to them. For those whom it did apply, the results varied significantly. What's important to note that is that for those of whom who are hired on a contract basis, over one-third have seen their contract renewed 7 or more times. Furthermore, the vast majority of those renewals were for the same course or position. Nonetheless, a worrisome majority of respondents indicated job security at OCAD U, or lack thereof, has affected other aspects of their life.

This survey was conducted in July 2020, and we expect there to have been intensified COVID-19 related impacts to employment conditions at OCAD U during the Fall 2020 semester. Nonetheless, the information gathered in July illustrate COVID-19 has had a tumultuous impact on the membership. The table below indicates that a sizeable majority of members are working more intensely due to COVID-19, confirming what we have been hearing anecdotally – even before the Fall 2020 semester. This intensified workload and is coupled with an increased concern over job security. The stress of increased hours and job loss fears are amplified by the need to adapt to changing workplace responsibilities. Furthermore, most members reported incurring new expenses related to online teaching, with nearly a quarter reporting expenses of over \$500. Extra expenses associated with working from home would have only compounded since July 2020, representing a significant offloading of the costs associated with a university unto our members.

Demographics

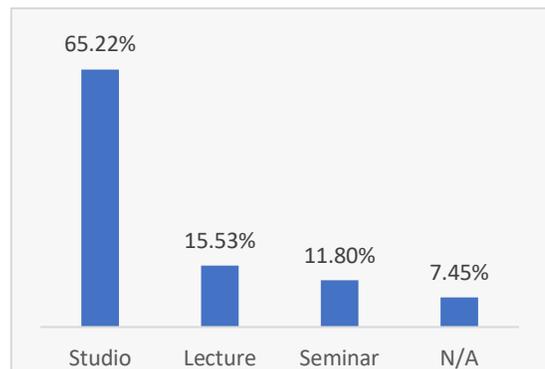
We received responses from across with University, with every faculty well represented.



We also received responses from a variety of employment categories, representing the breadth of jobs that fall under OCADFA representation.

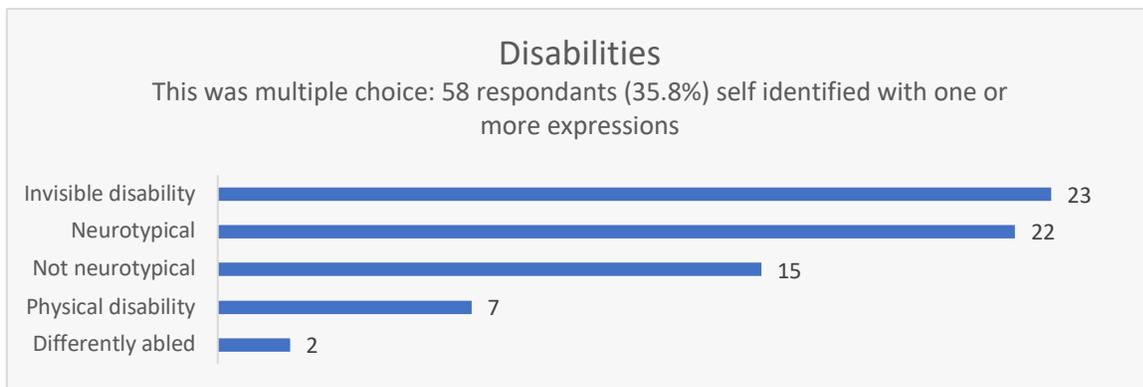
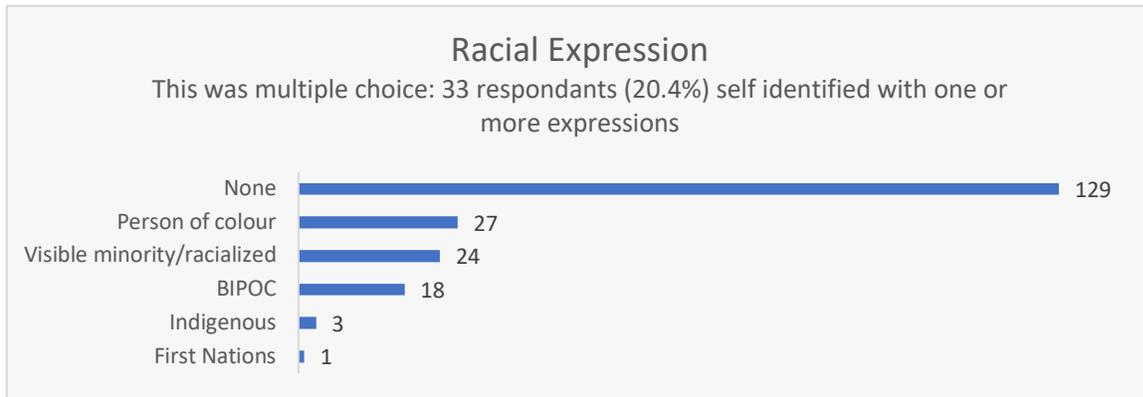
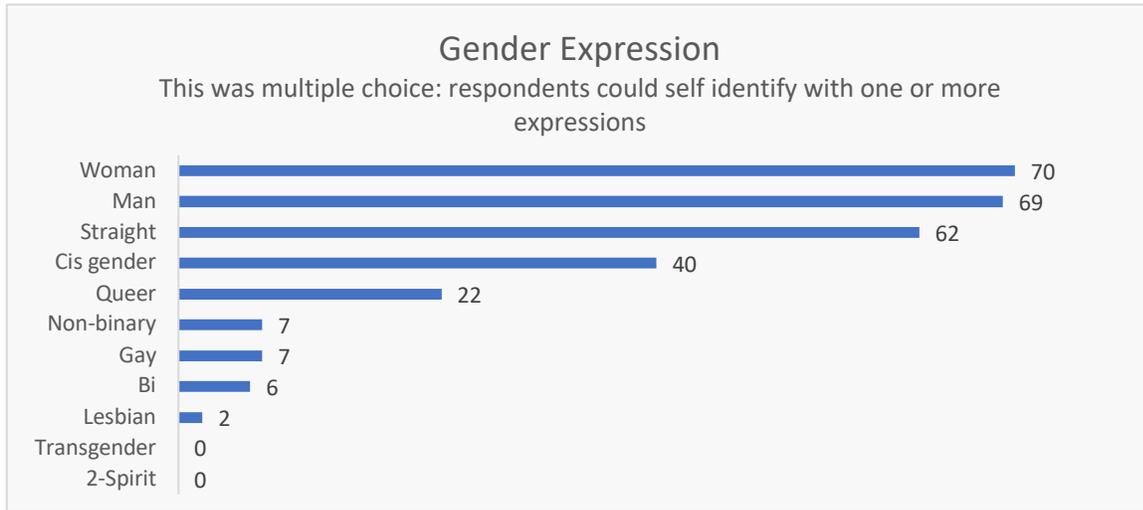
Not surprising, of our teaching members, the majority primary teach in a studio-based learning environment

What kind of courses do you teach?



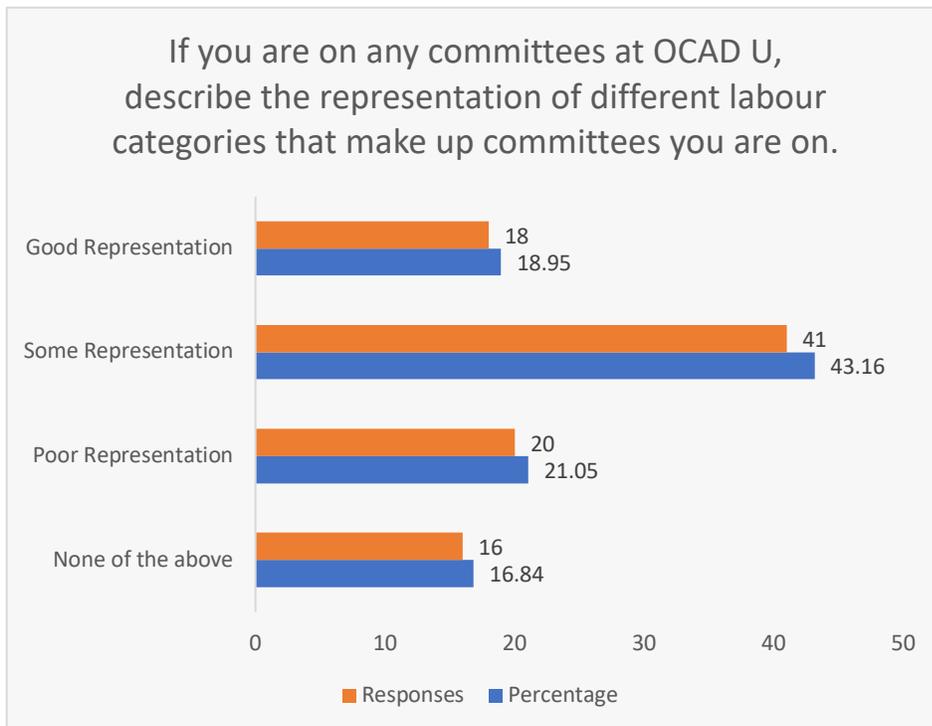
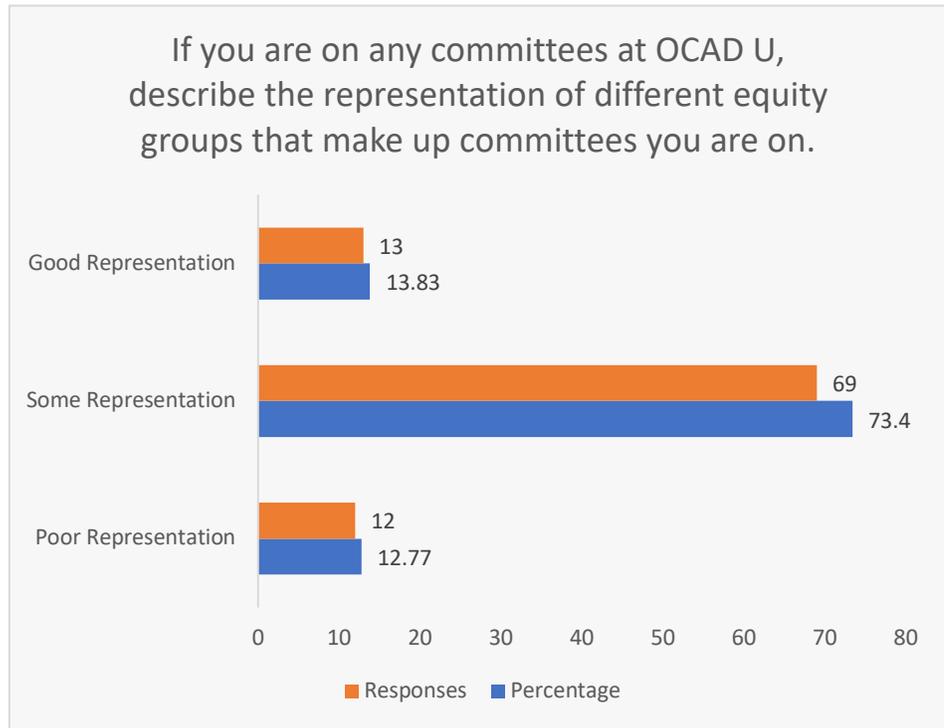
Diverse Membership

While hiring practices at OCAD U can be improved so that academic staff and faculty better reflect the student body and Greater Toronto population, we can be proud to represent a diverse membership.



Equity

Our survey indicated there is a lot of room for improvement in terms of equity seeking group representation on committees, with relatively few respondents indicating there was “good representation.”



The same can be said for representation of different labour categories on committees.

A troubling 29.81% of respondents indicated they have been affected by systemic inequalities experienced while working at OCAD U.

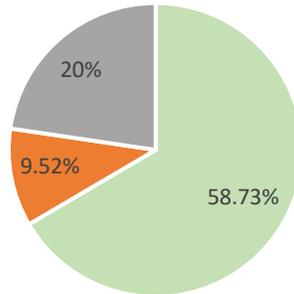
Are your workplace and work at OCAD U affected by systemic inequalities that you experience as a member of an equity-seeking group?		
Answer Choices	Responses	
Not particularly	13.25%	20
Not for me, but I notice others affected by it	21.19%	32
Yes, though I just try to deal with it	13.25%	20
Yes, to the degree that it affects me professionally	4.64%	7
Yes, to the degree that it affects me personally and professionally	11.92%	18
N/A or I am not a member of an equity-seeking group	33.77%	51
Total		151

Comfort with Reporting

What makes this issue even more problematic is the lack of comfort members indicated they feel when it comes to reporting if something inequitable happened to them. While a majority of members indicated they would be comfortable contacting OCADFA, we recognize there is room to improve that number. Less than 20% of members indicated they would comfortably contact their Dean’s office, and comfort levels in contacting the HR office were mixed at best.

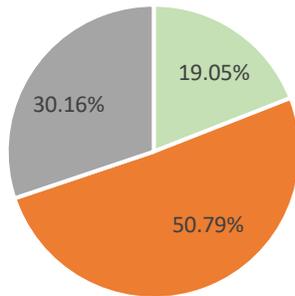
These levels of discomfort reporting occurrences of inequity point to a larger cultural shift and renewed commitment to equity that needs to happen in the OCAD U community.

If there was something inequitable happening to you, would you feel comfortable contacting OCADFA?



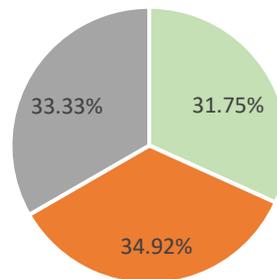
■ Yes ■ No ■ Not sure

If there was something inequitable happening to you, would you feel comfortable contacting the Dean's office?



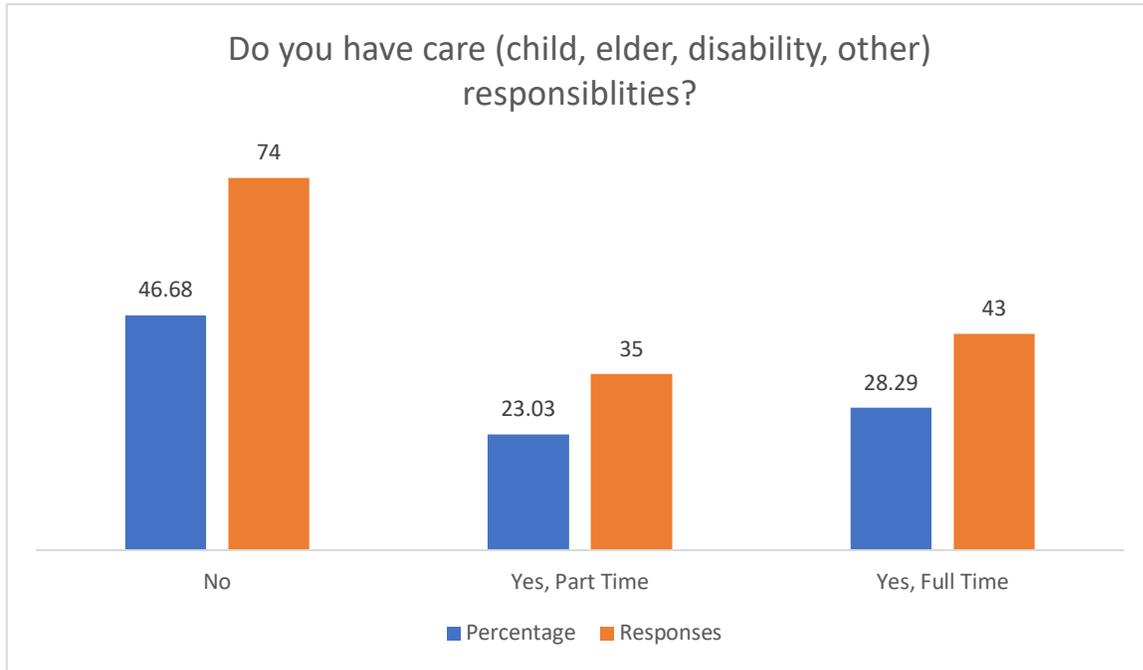
■ Yes ■ No ■ Not sure

If there was something inequitable happening to you, would you feel comfortable contacting the HR office?



■ Yes ■ No ■ Not sure

Care Responsibilities



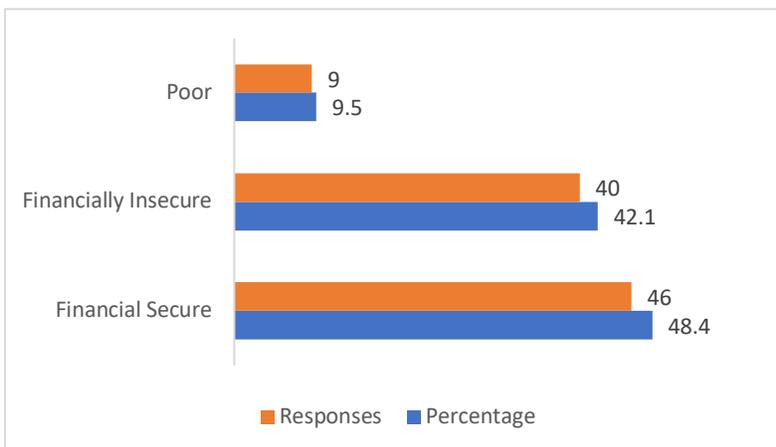
A majority of members also reported having care (child, elder, disability, other) responsibilities outside of work, with a significant proportion indicating these responsibilities can be considered full time. This figure underscores another equity area we need to accommodate and take seriously.

Compensation

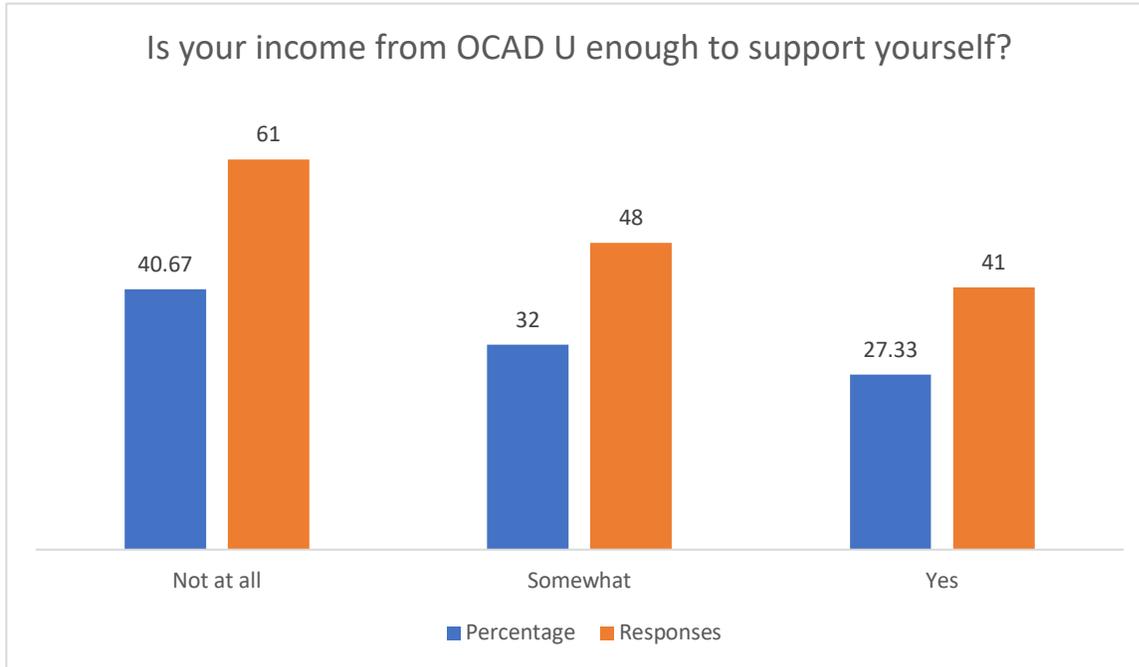
Our members report a highly disparate range of compensation.

What's your annual take-home pay from OCAD U (what you make each year after taxes and deductions?)		
Answer Choices	Responses	
Rather not say	5.33%	8
Under \$10,000	14.00%	21
\$10,000 - \$20,000	12.67%	19
\$20,000 - \$30,000	4.00%	6
\$30,000 - \$40,000	10.00%	15
\$40,000 - \$50,000	7.33%	11
\$50,000 - \$60,000	5.33%	8
\$60,000 - \$70,000	6.00%	9
\$70,000 - \$80,000	6.67%	10
\$80,000 - \$90,000	7.33%	11
\$90,000 - \$100,000	5.33%	8
\$100,000 +	4.67%	7
Total		150

Troublingly, a high degree of members identify as either “Financially Insecure” or “Poor”



That a minority of members affirmatively reported their income derived from OCAD U is enough to support themselves, and 40.67% reporting it isn't, further underscores a compensation problem at OCAD U.

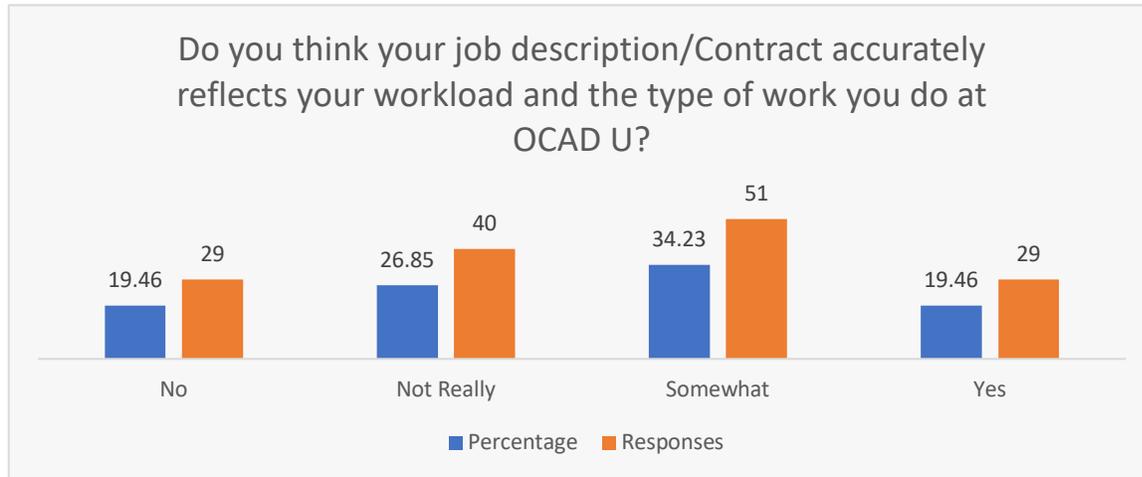


As a result, 40% of respondents indicated they work elsewhere even though they'd rather not.

Do you work at other places besides OCAD U?		
Answer Choices	Responses	
Yes, and that's how I like it	22.00%	33
Yes but I would rather not, but I need to	40.00%	60
No	36.67%	55
No, and I am struggling to make ends meet despite working here so much that I can't manage any other employment	1.33%	2
Total		150

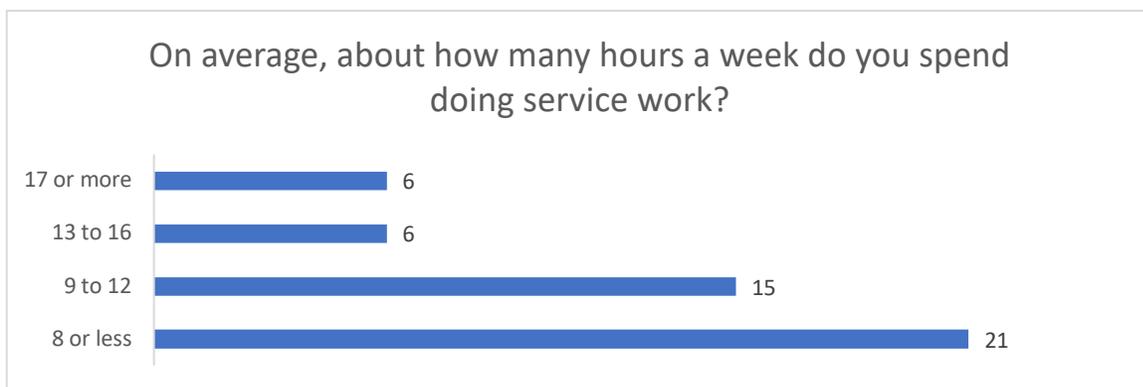
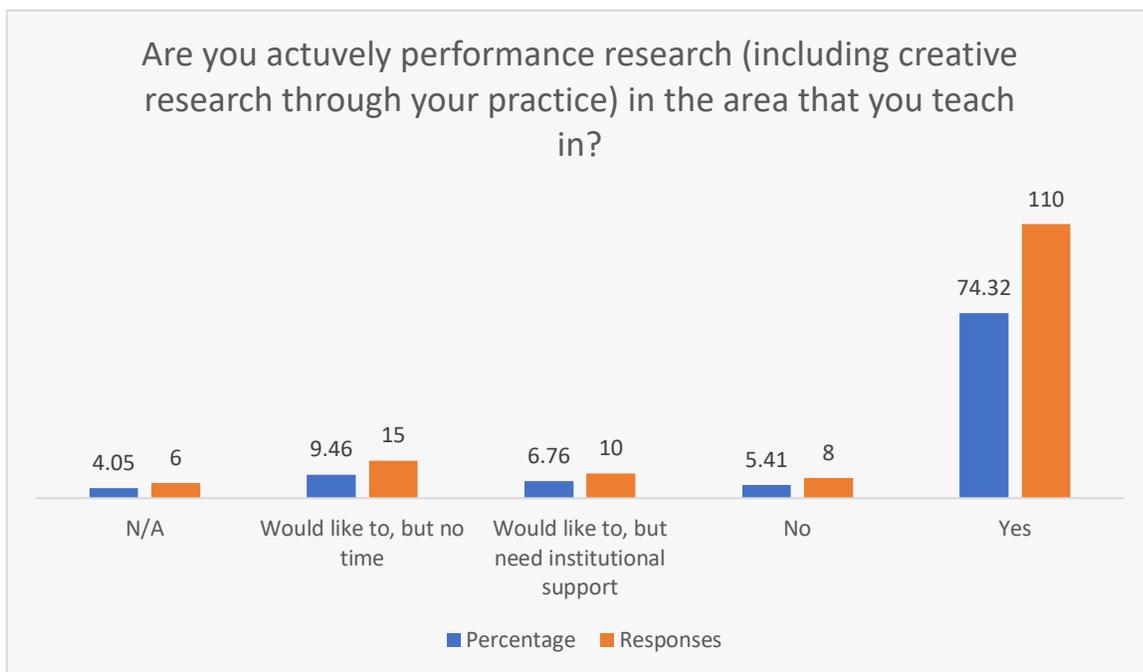
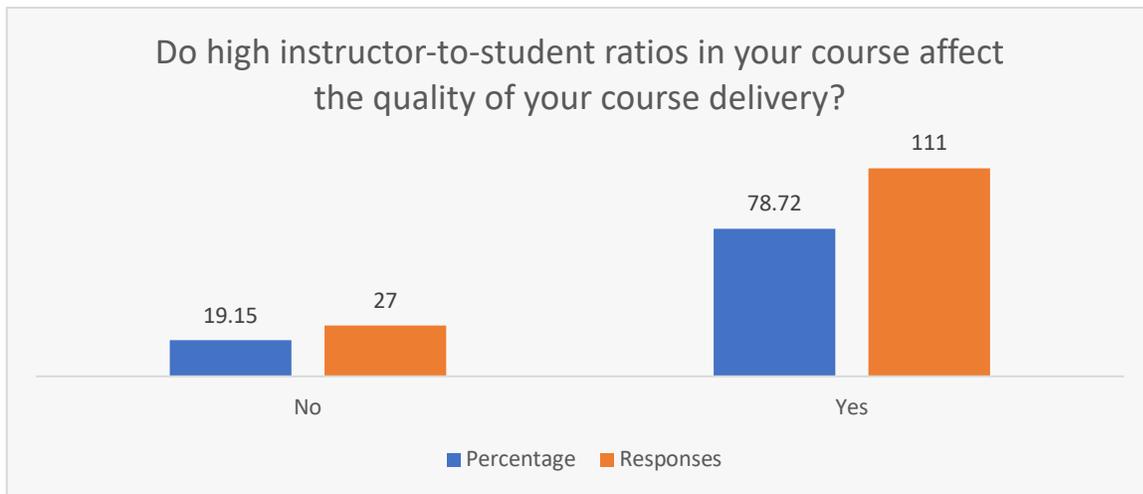
Workload

Regarding workload, there are several indications that job descriptions and contract hours are inaccurate, that faculty assignments are not sustainable, and that the quality of course delivery has been impacted by instructor-to-student ratios.



In your observation, is OCAD U's model of faculty assignment to service, research, and teaching roles sustainable?

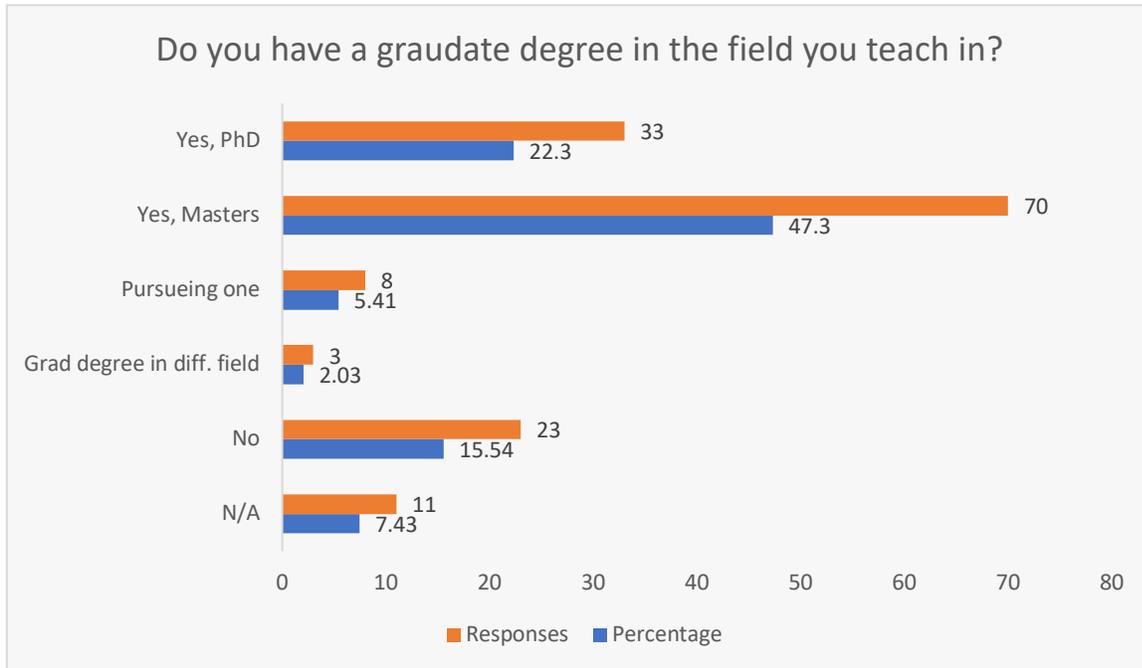
Answer Choices	Responses	
	Percentage	Count
No	63.43%	85
Yes	10.45%	14
Yes, because the budgetary constraints mean that this is the best that the Admin can do for us and our students	20.90%	28
Total		134



What kinds of service work do or have you done in the last four years? Check all that apply.		
Answer Choices	Responses	
Committee work, including curriculum and new course development, the Board of Governors, Senate and related committees, and other standing and ad hoc committees	98%	49
Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from home Faculty and program meetings to cross-appointed faculty from other Home Faculties	38%	19
Admission interviews and portfolio review	92%	46
Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events	88%	44
General student advising, advising student groups, and advising students, re. special projects	88%	44
Mentoring of junior and/or Sessional faculty	74%	37
Serving on Committees with Faculty Representation	92%	46
Assisting with University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador	56%	28
OCADFA service	20%	10
Special assignments and administrative responsibilities; Assisting with resource and facility development, including Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD U Gallery, etc.	32%	10
Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser	80%	40
Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.	58%	29
Total		50

Professional Qualifications/Practice

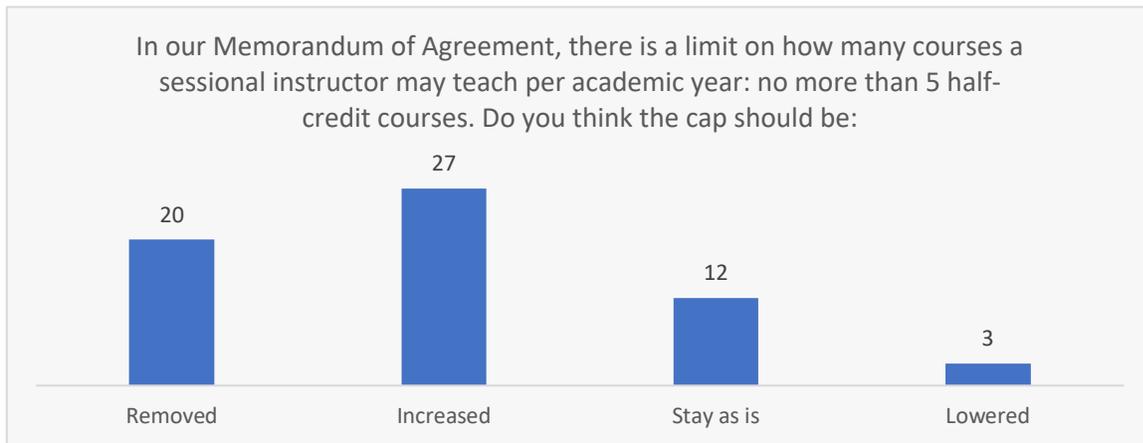
The survey indicates we represent a highly educated qualified workforce who, on top of their other duties at OCAD U, continue to engage in a related professional practice.



Hiring/Promotion Process and Overall Job Security

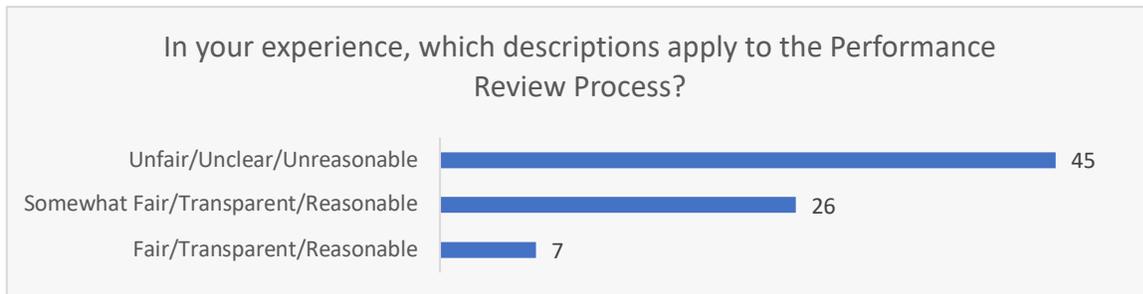
Hiring

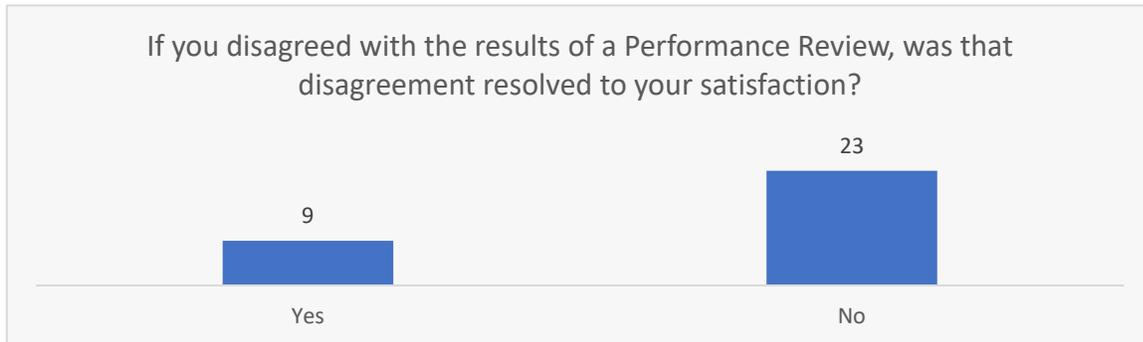
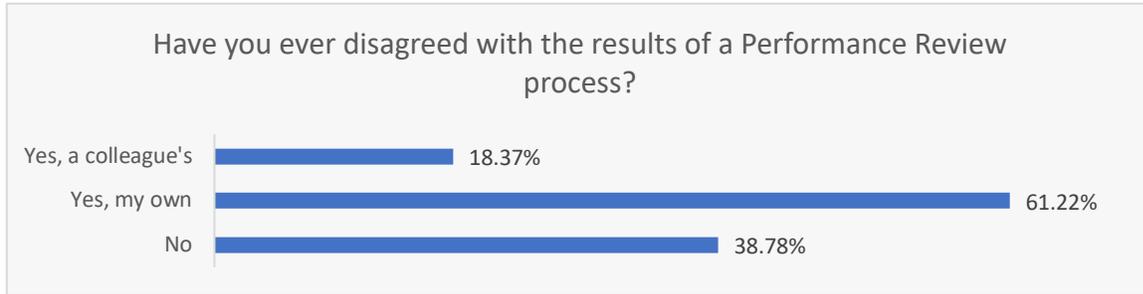
Reviews on the faculty hiring committee process were mixed, while there were clearer indications that many members would like to see the sessional teaching cap to be either increased or removed altogether.



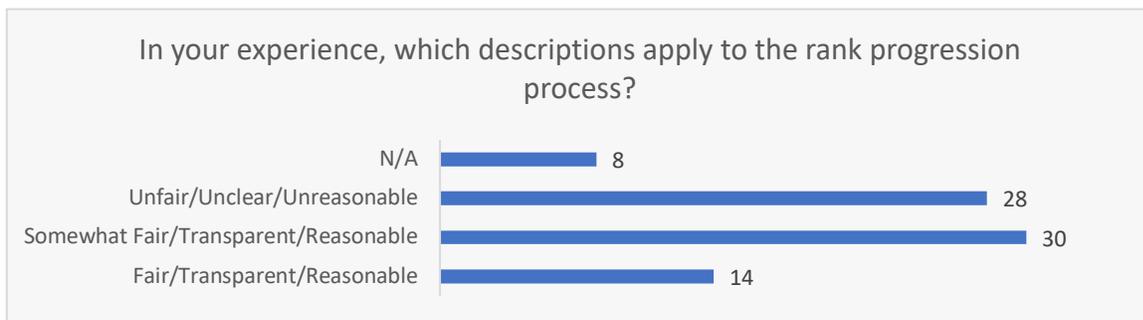
Performance Review and Promotion

The Performance Review Process remains either murky or unreasonable to many members, with many disagreeing with the results and not having that disagreement satisfactorily resolved.



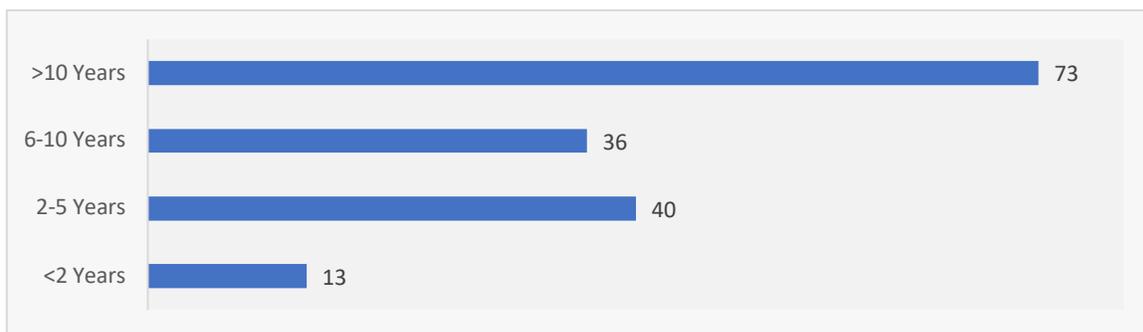


There is also room for improvement in the rank progression process.



Job Security

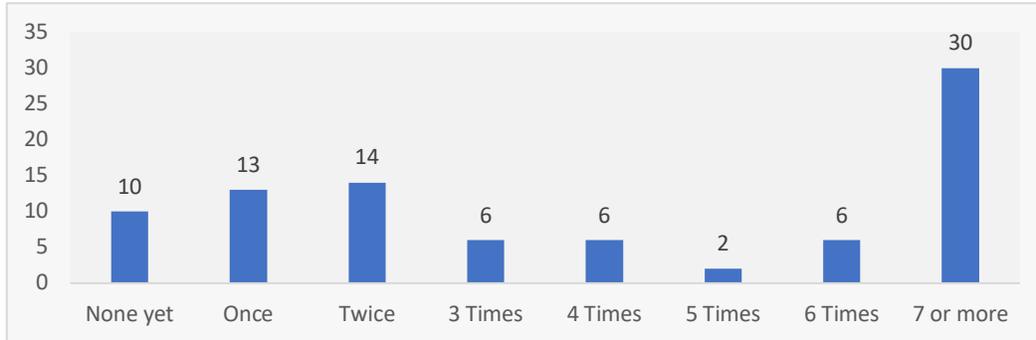
Many of our members have been working at OCAD U for a long time.



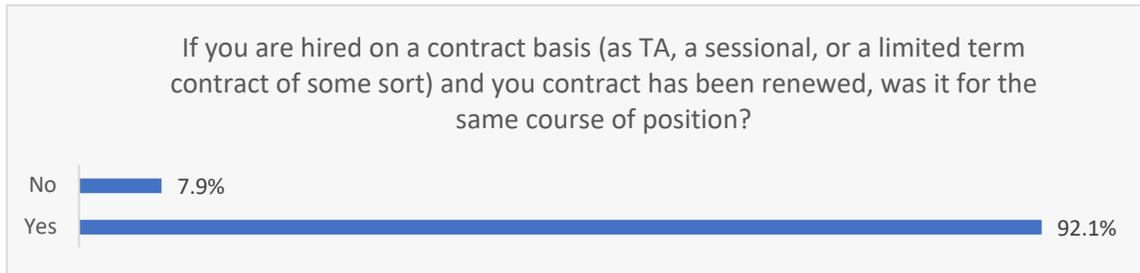
OCADFA

This is consistent with many members indicating their contracts have been renewed multiple times

We asked: if you are hired on a contract basis, (as TA, a sessional, or a limited term contract of some sort) how many times have you had a contract renewed? Sixty-two remembers, representing 41.61% of those who responded, indicated this question did not apply to them. For those whom it did apply, the results varied significantly.



What’s important to note that is that for those of whom who are hired on a contract basis, over one-third have seen their contract renewed 7 or more times. Furthermore, the vast majority of those renewals were for the same course or position.



Nonetheless, a worrisome majority of respondents indicated job security at OCAD U, or lack thereof, has affected other aspects of their life.

Has job security at OCAD U affected how you plan other aspects of your life?		
Answer Choices	Responses	
No	23.33%	35
Yes	60.00%	90
Yes, and I have not been able to do things that are really important to me because of it	16.67%	25
Total		150

The Effects of COVID-19

This survey was conducted in July 2020, and we expect there to have been intensified COVID-19 related impacts to employment conditions at OCAD U during the Fall 2020 semester.

Nonetheless, the information gathered in July illustrate COVID-19 has had a tumultuous impact on the membership. The table below indicates that a sizeable majority of members are working more intensely due to COVID-19, confirming what we have been hearing anecdotally – even before the Fall 2020 semester.

Have COVID-19 affected the intensity of your work pace or how many hours you are working? Check all that apply		
Answer Choices	Responses	
I am working with about the same degree of intensity as before	9.49%	13
I am working somewhat more intensely than before	25.55%	35
I am working much more intensely than before	29.20%	40
I am working so much more intensely than before that I am concerned it is not sustainable	18.25%	25
I am working less hours than before	14.60%	20
I am working about the same hours as before	4.38%	6
I am working somewhat longer hours than before	13.14%	18
I am working much longer hours than before	17.52%	24
Total Responses	137	

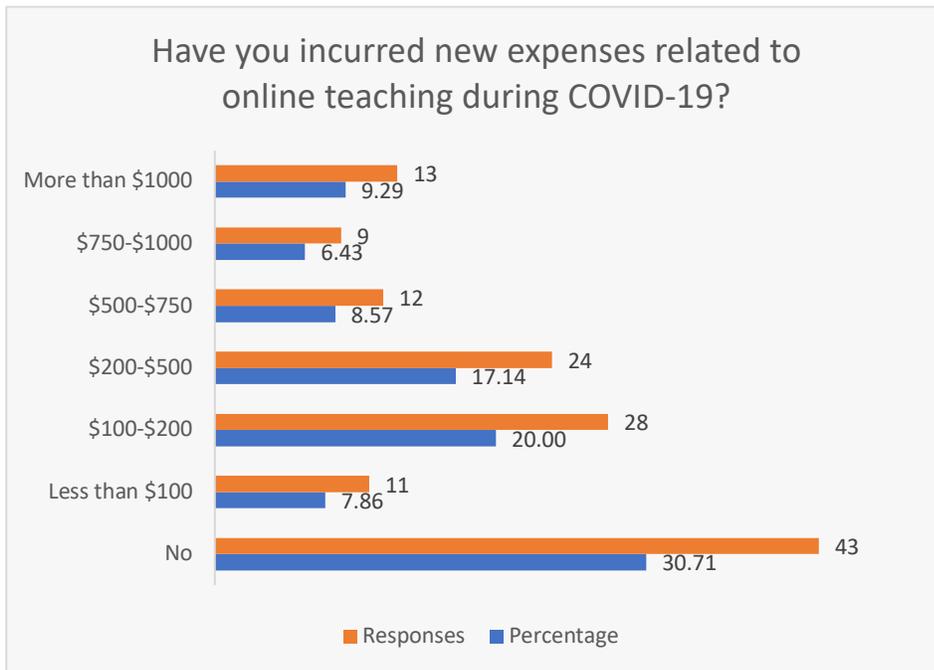
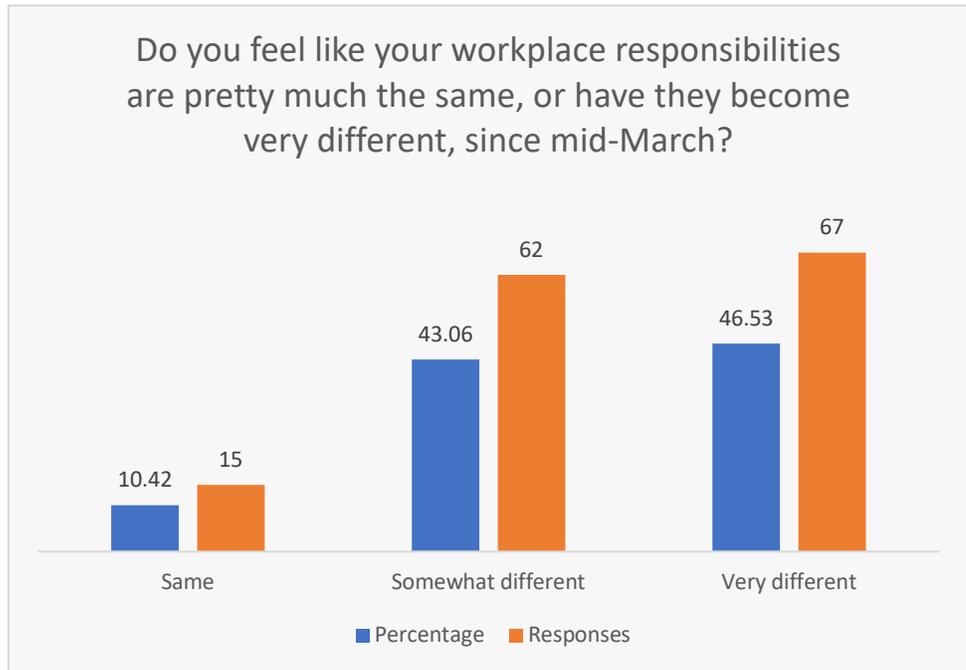
This intensified workload and is coupled with an increased concern over job security.

Are you concerned that you may lose your job at OCAD U, or a portion of your work, due to COVID-19?		
Answer Choices	Responses	
I have already lost work that I was anticipating being contracted for	13.70%	20
I am very concerned that I may lose work	24.66%	36
I am somewhat concerned that I may lose work	26.03%	38

I am not concerned that I may lose work	4.79%	7
I am not concerned that I will lose my job but I am concerned for some of my colleagues	30.82%	45
Total		146

The stress of increased hours and job loss fears are amplified by the need to adapt to changing workplace responsibilities.

Furthermore, most members reported incurring new expenses related to online teaching, with nearly a quarter reporting



expenses of over \$500. Extra expenses associated with working from home would have only compounded since July 2020, representing a significant offloading of the costs associated with a university unto our members.

Tab 12

Statistics
CanadaStatistique
Canada[Home](#) > [Data](#)

Consumer Price Index, annual average, not seasonally adjusted^{1, 2, 3}

Frequency: Annual

Table: 18-10-0005-01 (formerly CANSIM 326-0021)

Geography: Canada, Province or territory, Census subdivision, Census metropolitan area, Census metropolitan area part

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Geography

Canada

Reference period

From:

2016

To:

2020

[Apply](#)[Add/Remove data](#)[Download options](#)

Didn't find what you're looking for? [View related tables, including other calculations and frequencies](#)

	Canada (map)				
Products and product groups⁴	2016	2017	2018	2019	2020
	2002=100				
All-items	128.4	130.4	133.4	136.0	137.0
Food ⁵	142.6	142.7	145.3	150.2	153.7
Shelter ⁶	135.8	138.1	140.9	144.5	147.0
Household operations, furnishings and equipment	121.7	121.9	123.2	123.6	123.8
Clothing and footwear	94.4	93.7	94.5	96.1	94.4
Transportation	127.9	132.9	139.1	141.5	141.2
Gasoline	144.2	161.2	181.5	170.5	146.7
Health and personal care	122.2	124.3	125.9	127.4	129.2
Recreation, education and reading	111.3	114.0	115.3	116.8	115.7
Alcoholic beverages, tobacco products and recreational cannabis	156.8	161.1	167.9	171.1	171.9
All-items excluding food and energy ⁷	123.5	125.5	127.9	130.5	132.0
All-items excluding energy ⁷	126.9	128.5	131.0	134.0	135.8
Energy ⁷	145.0	152.7	162.9	159.3	147.2
Goods ⁸	117.9	118.9	121.1	122.7	122.5
Services ⁹	138.9	142.0	145.8	149.2	151.3

How to cite: Statistics Canada. Table 18-10-0005-01 Consumer Price Index, annual average, not seasonally adjusted

DOI: <https://doi.org/10.25318/1810000501-eng>

Related information

▶ Replaces

▶ Source (Surveys and statistical programs)

▶ Related products

▶ Subjects and keywords

Date modified:

2021-04-20

Tab 13



Flow Curricular Change Process

Senate Approval Date: September 30, 2019

Context and Goals

This document will guide the process of Flow curricular change emerging from the Provost's working group on the sustainability of studio education at OCAD University (OCAD U). This work will help us to achieve our Academic Plan goals with respect to interdisciplinarity and disciplinary porosity while enhancing the undergraduate and graduate student experience by offering more choice, flexibility and agency to students in their learning journeys. Through Flow, we will at once realize our commitments to practice-based education and bring stability and sustainability to our educational delivery model at OCAD U.

The Provost's working group identified the following drivers for Flow curricular change:

- Circle that we can operate within
- Embracing the university while committing to practice-based learning
- Equity of workload across the Faculties
- Maximize resources
- Emphasize flexibility for faculty and students

Following from these drivers, Flow curricular change reimagines art and design education to enhance the quality of our undergraduate and graduate programs and facilitate a meaningful and engaging student experience, building on the commitments expressed in the Academic Plan and evidence from educational research and institutional data sources. To realize this change, Flow will accomplish the following goals:

- a) Create a sustainable, inclusive, learner-centred studio-based learning experience that builds on the unique strengths of art and design education
- b) Make degrees more flexible, interdisciplinary, learner-directed and equitable across programs and Faculties by reducing program requirements
- c) Refine program curricula by continuing to ground them in program learning outcomes and Degree-Level Expectations (i.e., rather than pathways of courses)
- d) Reduce redundancy and repetition across different program areas and courses
- e) Identify specialized skills and knowledge that reflect the strengths of studio-based art and design education and support the employment readiness of our graduates
- f) Develop an ecosystem of microcredentials across curricular, cocurricular and continuing learning such that students are able to craft individualized learning journeys that combine interdisciplinary breadth with disciplinary depth, communicate their skills to employers and continue their learning beyond their degrees
- g) Continue to align programs with goals in the Academic Plan
- h) Embed principles of Universal Design for Learning in program development

Process

Flow involves three parallel facilitated processes. Together, they will provide an overall structure while ensuring that the curricular review and change is led by program chairs and faculty teams.

1. Program Specific

Undergraduate programs

In the case of undergraduate programs, the core of the work will occur through the Cyclical Program Review (CPR) process that is part of the university's Institutional Quality Assurance Process (IQAP). Situating the work of Flow within CPR ties the changes to the analysis of institutional data and student and faculty perspectives. It mobilizes an existing process involving in depth curriculum renewal and aligns that process with the goals of Flow.

More specifically, CPR teams will begin by undertaking a process of program learning outcomes renewal in light of the university's Degree Level Expectations (DLEs). As part of this renewal process, program teams will be required to undertake a program restructuring exercise to meet a set of Flow targets (see below). Grounding Flow in this reflective curriculum review process, and tying it explicitly to the DLEs, will ensure that Flow targets are not reduced to merely a cost-saving exercise but are, rather, focused on building high quality programs for diverse learners and evolving community contexts while at the same time ensuring that our programs are financially sustainable.

To meet the Flow goals, all undergraduate programs will be asked to meet the following curriculum targets:

- Program requirements comprise 10.0 credits or fewer. Program requirements include required courses in a program (including program-specific FOLAS courses, but not including required first-year courses in ENGL, VISC or INVX), required courses specific to the Faculty (e.g., First-year Art, Color and 2D Design, Contemporary Issues, Think Tank), options within a program (e.g., choose 2 of the following 5 courses), and Faculty-specific electives (GDES, Faculty of Art electives)
- Of those 10.0 credits or fewer of program requirements, specifically required courses (e.g., core courses) comprise 6.0 credits or fewer
- No specifically required courses at the 4000 level
- For courses that comprise program requirements, 6.0 credits or fewer require priority registration or are program-restricted
- For courses that comprise program requirements, a reduction of prerequisites for courses *relative* to the reductions undertaken to meet the above targets
- For courses that comprise program requirements, redevelopment of at least 3.0 credits that can accommodate larger section enrollments (>60 students) using Universal Design for Learning principles for flexible delivery (multiple modalities of delivery that students can choose from) and with additional student supports where required (e.g., class assistants, teaching assistants)

Through the curriculum renewal process, CPR teams will determine how best to revise their curricula to reflect the particular needs of their program areas and the learning experiences of their students, but all changes will need to both meet the above targets and align with the broader goals of Flow (see page 1). For example, in the case of 4000-level courses, while no specifically required courses may be prescribed for a program area, program teams may elect to include broader program requirements at the 4000 level such as program-specific electives or options; however, a set of options that is restrictive (e.g.,

choose either Thesis or Directed Studio) would not align well with the goal of making degrees more flexible, interdisciplinary and learner-directed as compared to more flexible options (e.g., choose Thesis or a 4000-level elective). When major modifications are being assessed, curriculum and Senate committees will be asked to attend to such considerations.

Meeting the above curriculum targets will require a shift from an understanding of programs as curriculum pathways with students moving from course to course, to programs as a set of minimum requirements (courses) for the completion of a major in a degree. The following table illustrates the difference between program requirements and degree requirements:

Program Requirements	Degree Requirements
Required courses in the major (e.g., core courses)	First-year required courses in ENGL, VISC
Required courses specific to the Faculty (e.g., First-year Art, Colour and 2D Design, Contemporary Issues, Think Tank)	Breadth courses
Options within a program (e.g., choose 2 of the following 5 courses)	Liberal Studies requirements (e.g., VISX requirements)
Faculty-specific electives (GDES, Faculty of Art electives)	Courses required at the 3000-level or higher
	Open electives

Broadly, by meeting the curriculum targets, programs will be more open, flexible and learner-directed as students navigate their learning journey across four years of study, with required courses concentrated in the first years to provide a more structured and foundation-building learning experience, and fewer and more flexible program requirements in upper years to allow students to undertake greater interdisciplinary breadth and self-direct their own learning experiences according to their interests, strengths and career goals.

To ensure the process is implemented across all undergraduate programs in a timely and equitable way, the CPR schedule for undergraduate programs will be on an accelerated four-year timeline, beginning in Fall 2019 with all undergraduate programs undertaking CPR by 2022. As they are implemented, the changes to programs will create the capacity for cost savings through section and enrollment planning at the Faculty and institutional levels: a reduction of program requirements will create greater flexibility for course planning and scheduling to ensure enrollments are at or near course section capacities and program courses will be redeveloped for larger section enrollments.

With implementation of the first set of changes beginning in the fall of 2020 (i.e., after the first undergraduate programs have been through the CPR process), the university will meet the following course enrollment targets over the four years of implementation:

	2020/2021	2021/2022	2022/2023	2023/2024
Percentage of larger course sections (>60 students) for all undergraduate courses	30%	32%	34%	35%
Average section enrollment across all undergraduate studio courses	23	26	29	30

A key assumption of this program and curriculum renewal exercise is a directly proportional relationship between the curricular targets and the course enrollment targets; that is, as programs undertake changes to their programs, capacity will be created to help the institution achieve the course enrollment targets and the cost savings these will produce. However, achievement of the course section planning targets will be assessed at the institutional rather than program level. Thus, the responsibility of the program teams will be to undertake changes to curriculum grounded in pedagogical principles and focused on benefits to students.

Reducing program requirements will necessitate major modifications to each program. Major modification proposals will be prepared by program teams alongside the CPR process in order to begin to realize the curricular changes and resulting cost savings. Boiler plate language will be developed and provided to program teams to support the preparation of the major modification proposals. Note that under our new process guidelines, a major modification approved in November 2019, for example, could not be implemented until Fall 2021. Given the urgency, a case would need to be made expedite the process of major modifications involving the lifting of requirements in the interests of financial sustainability and facilitating further flexibility and better time to completion for students. Note that all other curriculum changes will proceed according to the regular timeline.

Another key assumption of these changes is that a reduction of program requirements can be implemented quickly and applied to all currently enrolled students. While we wouldn't normally implement new or additional program requirements after a student has been admitted to the program because this would delay time to completion and negatively impact the student experience, reducing program requirements will only have a positive impact for students at all year levels. The proposed major modifications will therefore be limited to reductions of program requirements. Any additional changes to programs (e.g., the addition of new courses) will be undertaken separately and will follow the usual IQAP process.

A final component of the program-specific process will involve identification by program teams of key skills and knowledge to be developed as badges or microcredentials. The development of a microcredentialing system across different program areas, as well as cocurricular programming, access programming and continuing learning, will involve a separate, larger process (see below). By embedding the development of microcredentials in the program-specific process during the CPR curriculum renewal and restructuring, program teams will be able to ensure that students continue to develop valuable and discipline-specific technical skills when program requirements are reduced and degree learning is opened up to greater breadth and interdisciplinarity.

Graduate Programs

Given the differences of scale, the compressed time for degree completion and variations in graduation requirements across graduate programs, Graduate Studies will undertake a similar but less specified program and curriculum renewal exercise on a separate timeline to be determined, but meeting the following criteria:

- Requirements are reduced in each graduate program driven by pedagogical quality and innovation that will also generate cost savings to the university (this will include a reduction in instructor-led courses and changes to other MRP and thesis processes)
- To enable greater movement between graduate programs, Graduate Studies will explore and implement options to create more porosity and cross-program opportunities

- Implementation is staged and monitored over four years or less to ensure timely cost savings and provide institutional capacity for support and oversight of the process

Although the curriculum renewal process will be accelerated within a parallel timeline of four years or less, this process will not be undertaken through the CPR process; CPR for graduate programs will proceed on its original eight-year cycle. However, to help graduate program teams to undertake development and submission of the major modifications proposals required by the IQAP, they will be provided with the same support and resources as undergraduate program teams.

2. Review of Redundancies (Across Program Areas)

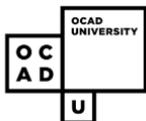
Flow will also involve a review of course redundancies *across* programs. This process will be initiated early so that the first cycle of program review teams can assess areas of redundancy while, at the same time, undertaking an identification of key skills and knowledge, such that those skills and knowledge can be mapped within the program and in relation to other programs (e.g., photography curriculum for Advertising and Graphic Design where it intersects with offerings in Photography in the Faculty of Art).

The review of redundancies will begin with a keyword analysis of course titles and descriptions to identify patterns across programs and subject areas. Following a preliminary discussion and review of the results of the analysis with all undergraduate Chairs and Graduate Program Directors, smaller teams will be asked to work together to review redundancies and identify strategies for eliminating them (retiring courses, merging programs, etc.). Following review of the strategies by curriculum and Senate committees during Fall 2019, they will then be implemented in parallel to the major modifications resulting from the above CPR process (for example, where the merging of course offerings requires removal of priority registration or prerequisites).

3. Microcredentials Project (Across Program Areas)

A third parallel process will involve the development of a badging/microcredentialing system that will map specialised skills and knowledge *across* curricular, co-curricular and continuing learning.

As noted above, a process of identifying key skills and knowledge will occur as part of the CPR review process, and the programs in the first cycle will then serve as the pilots when the system is implemented after the year of CPR review. A curriculum developer with microcredentialing expertise will work during the first year of the Flow process to undertake research to support the use of microcredentials. The work will include a review of scholarly literature, an environmental scan and interviews with internal and external stakeholders. The curriculum developer will then develop a framework for the use of microcredentials with the broader goal of supporting the development of an ecosystem that will be grounded in educational principles and benefits to students, while also exploring new revenue streams through the integration of curricular and cocurricular programs with continuing learning.



Flow: Curricular Transformation – Q&A

Q: What is Flow?

A: *Flow: Curricular Transformation* is a university-wide initiative to renew OCAD University's curriculum. It will create a more open and inclusive, interdisciplinary and learner-directed educational experience for our students, while at the same time allowing the university to build a more financially sustainable model of curriculum delivery. Embedded in the University's already well-established curricular review and renewal processes, *Flow* also provides direction for aligning our programs with the [goals of our Academic Plan](#).

Q. Why do we need Flow?

A: *Flow* will help OCAD U improve student experience by allowing more opportunity for movement across programs and Faculties. It will create a more learner-centred studio-based learning experience and make accomplishing a degree a more flexible, interdisciplinary, and self-directed process across programs and Faculties by reducing program requirements. *Flow* will allow OCAD U to continue to refine program curricula by grounding them in program learning outcomes and [Degree-Level Expectations](#) rather than pathways of courses. Finally, *Flow* gives us the opportunity to embed principles of Universal Design for Learning in course design, which will ensure that OCAD U's curriculum is accessible and inclusive for diverse learners.

Q: How long will Flow take?

A: The majority of OCAD U's undergraduate and graduate programs will complete the *Flow* process within the next three years.

Q: How is Flow being implemented?

A: *Flow* is being implemented as part of OCAD U's Institutional Quality Assurance Process (IQAP), in which is embedded our regular Cyclical Program Review (CPR) process. Typically each program goes through the CPR process every eight years. In order to accomplish the goals of *Flow*, both towards financial sustainability but also to realize our Academic Plan goals, the CPR process is being accelerated for some programs. A schedule for all programs to go through CPR and *Flow* implementation has been distributed to all academic administrators (Chairs, Graduate Program Directors, Associate Deans and Deans).

Q. Why is it necessary for Flow to be implemented through Cyclical Program Review?

A: Embedding it within CPR ensures that this work is coordinated, staged and facilitated. It also ensures that the process is data-driven. Using the CPR process allows the university to mobilize an existing process and schedule, rather than duplicating efforts and establishing a separate process. Finally, it ensures the process is one of genuine curriculum renewal — which includes faculty and student perspectives — that is grounded in our Academic Plan and our new Degree Level Expectations, and not merely one of course elimination. All programs are therefore being asked to undertake *Flow* work through the CPR process and not before.

Q: What are Flow's targets?

A: There are two sets of targets: curriculum and enrollment. While they are distinct and have different goals, these targets work together to achieve the goals of *Flow*.

Curriculum targets

- The curriculum targets are pedagogically driven and focused on enabling the curricular goals of Flow: to open up programs to be more flexible *by lifting both program and course requirements*. They also include a focus on Universal Design for Learning which will benefit students by developing courses in flexible formats and foregrounding inclusive teaching practices.
- The curriculum targets are also premised on the idea of having more requirements and foundational skills-building in the lower years and fewer requirements and more flexibility in the upper years.
- The curriculum targets are to be met by programs, facilitated through the CPR process.
- Curriculum committees and Senate Undergraduate Studies Committee (SUSC) will be provided with a rubric to guide their assessment of all curriculum changes to ensure they are meeting both the targets and the broader goals of Flow.

Enrollment targets

- Enrollment targets are university-wide and managed at the Faculty level. This is important because not all programs would be able to meet these targets.
- They are based on financial projections and focus on achieving necessary cost savings over four years.
- Large course enrollment: Meeting these targets will require that some courses be redeveloped as larger format courses. These larger course sections can be any type of course, and could be offered in any Faculty across all course types. The Faculties will need to identify courses with enrollment targets of 60 students or more to be offered, with the number increasing each year according to the targets. These targets will be met *across* all three Faculties.
- Studio section enrollment targets will aim to see the average studio class size increasing gradually over four years to 30 students. These targets will be met *individually* by each Faculty.
- An enrollment management strategy will be developed by the Office of the Vice-President, Academic & Provost to guide implementation and monitoring of the enrollment targets, to ensure that they are assessed based on consistent and up-to-date data.

As illustrated, each set of targets has a distinct focus, but they work in tandem. The curriculum renewal involved in meeting the curriculum targets will create the capacity for the enrollment targets and the cost savings that will result. Assessment of the enrollment targets, including enrollment and student/faculty ratio calculations, will be provided and validated by the Office of the VPAP.

Q: Is it true that Thesis may be eliminated?

A: No. One of the goals of Flow is to reduce the number requirements to graduate. Removing requirements means students will have more choice to determine for themselves which courses best support their learning and, ultimately, post-graduation goals. Eliminating required courses

at the fourth-year level does not mean eliminating Thesis. It means that Thesis (or Thesis and Directed Studio, where programs stream students to two clearly defined capstone options) will no longer be *required* for all students. Rather, programs can determine for themselves whether and how to offer Thesis alongside other options such as electives and other capstone courses. Likewise, students will be able to decide for themselves whether they want to take Thesis or whether other fourth year course options better address their goals.

Q: Does this mean that a student could graduate without taking any fourth-year courses?

A: No. The university has developed a new policy on degree requirements addressing this question and it includes the requirement that students take 1.0 credits of fourth year courses in order to graduate. The draft policy is currently under review by Senate committees. It has been approved by Senate Undergraduate Studies Committee (SUSC) and Senate Academic Policy and Planning Committee (SAPPC) and will be brought forward to Senate for approval at the end of November.

Q: How can we call it a degree in [name of program] if students aren't taking as many courses in the program?

A: This is a really important question for our institution to engage in dialogue about. It is important to note that the question of disciplinarity and its role in art and design education isn't a new one – Flow represents a conscious choice to prioritize and enable greater inter and cross-disciplinarity. This builds on conversations that have been underway for a long time. Our program requirements are somewhat restrictive, and include many more discipline-specific requirements than undergraduate programs at other universities. The norm at many other universities is 10 program requirements.

Q: How will students develop necessary technical skills to produce work to meet upper year level expectations and curriculum?

A: We currently have a 'scaffolded' approach to our program requirements that requires students to build technical skills to perform at upper year curriculum expectations. We're not eliminating this approach; rather, we're moving away from so strictly specifying how students move through their programs and acquire technical skills. Instead, we're enabling them to self-direct their learning. Each program will likely approach renewing their upper year curriculum differently, however, with fewer requirements in the upper years, and as interdisciplinarity begins to permeate the culture and expectations of our programs, our understanding of upper year curriculum may also begin to shift.

Q: Will sessional instructors in programs going through Flow lose their jobs?

A: There may be a reduction in sessional appointments resulting from Flow. For the past five years, OCAD U has been working to increase the proportion of faculty who are tenured/tenure track (as we have a lower percentage compared to the sector average). Ultimately one of the goals of our ongoing hiring initiatives/practices is to have the majority of core courses taught by tenured/tenure track faculty and other non-sessional (continuing, contractually-limited term appointment (CLTA), teaching-intensive stream (TIS)) faculty appointments.

According to how sessional appointments are defined in the Memorandum of Agreement (MOA) (which governs the terms of employment for all faculty), sessional faculty are intended to augment, rather than replace, tenured faculty and are hired annually on a per course basis. In general, sessional appointments help respond to annual changes in enrolment and evolving institutional and program needs and fiscal challenges. Heavy reliance on sessional instructors is

a common challenge across the university sector. In essence, Flow will help OCAD U to achieve a more balanced faculty complement.

Note also that as we meet the enrollment targets of Flow, we will be able to continue to hire tenure track faculty to meet current and emerging curriculum needs, which will be particularly important as programs continue to evolve.

Q: Do we have the class size infrastructure to make this happen?

A: Work is underway to address this. OCAD U is engaging in a room capacity study of the occupant load capacity of various rooms in the 100 and 113 McCaul St buildings with the goal of better understanding the impact of Flow on:

- 1) Maximum occupant load permitted by the Ontario Building Code
- 2) Existing washroom and exit stair width provisions related to occupant loads
- 3) Furniture and layout options taking into consideration the curriculum use type
- 4) Accessibility for Ontarians with Disabilities Act (AODA) and Functional Architecture for Systems Method (FAS) related to furniture and layout options

Facilities & Studio Services and Campus Planning & Projects are involved in these discussions and may be able to help address any further changes that arise.

Q: Isn't Flow more about saving money than anything else?

A: No. Flow's primary focus is to respond to the university's ongoing discussions about studio pedagogy, interdisciplinarity and the student experience as they relate to the goals of our Academic Plan. But Flow does have an important impact on the bottom line.

Art and design institutions across Canada and North America are grappling with the challenge of delivering financially sustainable, high-quality studio education in ever-more fiscally-restrained environments (consequently, our peers are very interested in the process we're engaging in, and are keen to learn from our experience).

OCAD U is no exception. After a period of data collection and analysis, we determined that studio-based learning at OCAD U is not sustainable in its existing format. Unlike at comprehensive universities with large programs and classes of up to 1000 students, all of our programs are relatively small. The university has been running an increasing number of smaller sections as programs have become more specialized and students have required those courses to graduate. The university realized that this has been an invisible sliding cost. Consequently, Flow has an added benefit of improving the ongoing financial challenges that the university is facing and bringing stability to studio learning at OCAD U.

For those who want to take a deeper dive into the economics of classrooms — in particular the relationship between enrolments, teaching complements, teaching loads, and class sizes — Alex Usher of Higher Education Strategy Associates teases this out in his series [Managing Class Sizes, Part 1](#) and [Part 2](#).

Q: How do we know Flow will result in cost savings?

A: The enrollment targets are grounded in data and assumptions that has been shared with academic leadership and can be shared during upcoming consultations. The two sets of targets have been carefully constructed to work together. In a nutshell, meeting the curricular targets

will free up capacity for the Faculty Deans to manage and meet the enrollment targets. Our financial projections demonstrate significant savings resulting from the enrollment targets and improved section management.

Q: For students who want to transfer programs, will they be transferring into the old program or the new?

A: Stay tuned. These details are being worked on by the Office of the Vice-President Academic & Provost in consultation with the Vice-Provost, Students & International. It is anticipated that Flow will help facilitate program transfers.

Q: When is my program going through the Curricular Renewal Process?

A: As of this writing, the schedule is as follows:

2019/20 – 2020/21 (FLOW YEAR 1)

- Integrated Media
- Sculpture/Installation
- Graphic Design
- Illustration
- Indigenous Visual Culture
- Advertising
- Printmaking
- First-year Art
- Digital Futures
- Creative Writing

2020/21 – 2021/22 (FLOW YEAR 2)

- Cross-Disciplinary Art (LIFE, PUBL)
- Photography
- Industrial Design
- Criticism and Curatorial Practice (BFA)
- Environmental Design

2021/22 – 2022/23 (FLOW YEAR 3)

- Printmaking (CPR only)
- Drawing and Painting

2022/23 – 2023/24 (FLOW YEAR 4)

- Material Art & Design
- Visual and Critical Studies

Q: How soon can students expect to experience the outcomes of Flow?

A: Benefits as a result of Flow and Cyclical Program Review (CPR) will be experienced by students immediately after their programs complete their reviews. It's important to note that CPR outcomes will be specific to each program, however, OCAD U anticipates all students will experience increased flexibility in their course selection because of fewer course restrictions.

Q: How can I contribute to the implementation of Flow and the Curricular Renewal Process?

A: Faculty members are encouraged to contact their program Chair, participate in curriculum renewal, talk with colleagues across the institution and outside of it about curriculum delivery models and collaborate to develop new and innovative curricular approaches that support the Flow goals of inclusivity, interdisciplinarity and flexibility. Faculty are also encouraged to attend workshops hosted by the Faculty & Curriculum Development Centre (FCDC).

Students are also encouraged to provide feedback by participating in term-by-term course evaluations, respond to Cyclical Review Process surveys, and by speaking to their program Chairs.

Q: Where will I be able to get more information and updates about Flow?

A: Watch the my.ocadu.ca Portal for ongoing updates, and visit the [Flow web page](#). A plan for communications throughout the process is in development, but students can be sure it will make use of the university's regular internal and student communications channels, including the Portal, email, the myOCADU News student e-newsletter, etc. All members of the OCAD U community are also always welcome to attend [Senate meetings](#), which will include ongoing updates about Flow.

Tab 14

LETTER OF UNDERSTANDING BETWEEN:

OCAD UNIVERSITY (hereinafter referred to as “the Employer”)

And

OCAD FACULTY ASSOCIATION (hereinafter referred to as “the Faculty Association”)
(together referred to as “the Parties”)

Regarding Sessional Studio Teaching Limits

WHEREAS Article 16.1.2.2 of the memorandum of agreement limits sessional faculty teaching studio courses to a maximum of 5 studio half-credit courses;

AND WHEREAS in light of the 2019/20 studio faculty teaching load reduction, the Employer has declared its intention to adhere to a maximum course assignment of 4 studio half-credit courses for sessional appointments, for the 2019/20 academic year and thereafter;

AND WHEREAS numerous program chairs have brought to the attention of the Faculty Association that imposing this limit, especially without longer notice, will create a considerable administrative burden for the chairs and hardship for sessionals;

THEREFORE the Parties have agreed on a without prejudice and precedent basis to the following terms:

1) For academic year 2019/2020, the limit on teaching for studio sessionals remains at five courses per year, per MoA 16.1.2.2, and the Employer will not reject any proposed sessional assignment on the basis of it exceeding 4 studio half-credit courses;

2) For academic year 2020/2021 only, MoA 16.1.2.2 is suspended and replaced by the following provision on an interim basis: Sessional faculty have a maximum course assignment of 4 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;

3) The Employer and Faculty Association agree to discuss Article 16.1.2.2 in the next round of collective bargaining; and

4) The Faculty Association hereby withdraws the informal complaint.

SIGNED AT TORONTO THIS 30th DAY OF MAY, 2019.



OCAD University



OCAD Faculty Association

Tab 15

STRICTLY CONFIDENTIAL WITHOUT PREJUDICE
OCAD University and OCADFA
Negotiations Report
July 3, 2020

1. ITEMS AGREED TO DATE

<u>Proposal #</u>	<u>Article#</u>	<u>Date Agreed</u>	<u>Proposals</u>
U1	23.3	Apr 28/20	University Proposes: Modify Article 23.3 23.3 Hiring of Sessional Faculty 23.3.3 Sessional appointments are determined by a “Sessional Faculty Appointments Committee”, consisting of the following: 23.3.3.1 Associate Dean of Faculty, or designate (Chair, non-voting); 23.3.3.2 2 Tenured/ <u>tenure-track</u> faculty selected in accordance with Article 22.1; and 23.3.3.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.
U2	23.5	Apr 28/20	University Proposes: Modify Article 23.5 23.5 Hiring of Teaching-Intensive Stream Faculty 23.5.4 Teaching-Intensive Stream faculty appointments are determined by a ‘Teaching-Intensive Stream Faculty Appointment Committee’ consisting of the following: 23.5.4.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie); 23.5.4.2 1 Tenured faculty selected in accordance with Article 22.1; 23.5.4.3 1 Tenured/ <u>tenure-track</u> faculty selected in accordance with Article 22.1; and 23.5.4.4 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).
U3	23.7	Apr 28/20	University Proposes: Modify Article 23.7 23.7 Hiring of CLTA Faculty 23.7.3 CLTA faculty appointments are determined by a “CLTA Faculty Appointment Committee,” consisting of the following: 23.7.3.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie); 23.7.3.2 1 Tenured faculty selected in accordance with Article 22.1;

23.7.3.3 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and
23.7.3.4 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

U4 23.9 Apr 28/20

University Proposes: Modify Article 23.9

23.9 Hiring of New Continuing Faculty

23.9.2 A “Continuing Faculty Search Committee” consists of the following:
23.9.2.1 Dean of Faculty, or designate (Chair, non-voting);
23.9.2.2 Associate Dean (or designate);
23.9.2.3 1 Tenured faculty selected in accordance with Article 22.1;
23.9.2.4 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and
23.9.2.5 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

U6 19.6 Apr 28/20

University Proposes: Modify article 19.6; Add subsections 19.6.3 and 19.6.4

19.6 Overload Rate

19.6.1 The teaching of a credit course beyond the faculty member’s regular Workload in any Academic Year shall be defined as overload teaching unless such additional teaching is assigned as part of normal load in lieu of some component of the faculty member’s non-teaching duties. Faculty have no guarantee of overload teaching, and it shall not form part of their regular Workload.

19.6.2 Such overload teaching shall be compensated in accordance with the overload rate, which is equivalent to that set out in **Appendix C** for level Ses2 for Studio Sessional faculty, and level L2 for Liberal Arts & Sciences Sessional faculty. Effective July 1, 2018, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses3. Effective July 1, 2019, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses2.

19.6.3 Any course that falls in two academic years shall be considered part of the faculty course load assignment in accordance with the academic year in effect as of the date the course commences.

19.6.4 For any course that falls in two academic years, pay shall be calculated in accordance with the appropriate rates in effect as of the date the course commences.

U7 19.9.3 Apr 28/20

University Proposes: Add new Article 19.9.3:

19.9.3 Adoption Leave

19.9.3 Upon their provision to the University of documentation of employment insurance benefits for parental leave, the University will provide the employee with a salary top-up in keeping with its faculty maternity leave provisions: 90% of salary for the first two weeks of leave, and a top-up to 90% of salary for a further 15 weeks

U8	Appendix D:	Apr 28/20	Academic Staff Compensation. University Proposes: Add new Part IV. Vacation Entitlement B. Probationary and Permanent Technicians & Academic Counsellors Annual paid vacation is not accruable beyond the current year September 1 st of any year.
U12	20.4	Apr 28/20	University Proposes: Modify Article 20.4 20.4 Service 20.4.1 Service to the University defines the role of a faculty member as an active participant in building the University community and promoting the quality of student life and University culture. A faculty member's "Service" responsibilities may include but are not limited to the following: 20.4.1.1 Committee work, including curriculum and new course development, the Board of Governors, Senate and related committees, and other standing and ad hoc committees; 20.4.1.2 Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from Home Faculty and program meetings to cross-appointed faculty from other Home Faculties; 20.4.1.3 Admission interviews and portfolio review; 20.4.1.4 Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events; 20.4.1.5 General student <u>advising support and mentorship</u> , advising student groups, and advising students re-special projects ; 20.4.1.6 Mentoring of junior and/or Sessional faculty; <u>20.4.1.7 Coordinating courses with multiple sections and/or cohorts</u> 20.4.1.8 Serving on Committees with Faculty Representation; 20.4.1.9 Assisting with <u>community outreach</u> , University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador; 20.4.1.10 OCADFA service; 20.4.1.11 Special assignments and administrative responsibilities; 20.4.1.12 Assisting with resource and facility development, including Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD U Gallery, etc; 20.4.1.13 Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser ; and 20.4.1.14 Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.
U22	16.5.2	Apr 28/20	University Proposes: Modify Article 16.5.2: 16.5.2 Probationary faculty: 16.5.2.1 May be Maximum-Load or Partial-Load;

16.5.2.2 May hold the Rank of Assistant Professor, Associate Professor or Professor;
16.5.2.3 Appointments shall normally be 5 6 years, and may be waived or reduced if warranted by the candidate's rank and experience; and
16.5.2.4 Are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.

U23 17.2 Apr28/20 University Proposes: Modify Article 17.2: Lecturer Promotion of Rank

17.2 Lecturer

17.2.2 Lecturers may apply for the Rank of Assistant Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as a Lecturer or at such time as they have completed their terminal degree (or equivalent), with the decision made via Peer Review (subject to Appeal).

U36 24.4 Apr 28/20 University Proposes to Modify Article 24.4:

24.4 Peer Review

24.4.3 In cases of Tenure and/or Promotion of Rank ~~Full Professor~~, the Chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate's achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates' contribution in the area of professional practice/research, and shall be provided with the relevant sections of Appendix B to provide context in this regard.

U15 21.8 May 14/20 University Proposes: Modify Article 21.8

21.8 Professional Development Decisions

21.8.2 In making decisions to grant, defer, or deny Professional Development, including Sabbaticals, the Professional Development Committee bases its decisions on:

- 21.8.2.1 The content and quality of each proposal;
- 21.8.2.2 The merits of each proposal and its relevance to the faculty member's Teaching duties and Professional Practice/Research;
- 21.8.2.3 The relevance of each proposal to the University's educational objectives;
- ~~21.8.2.4 Recommendations regarding Professional Development arising from faculty's Performance Reviews;~~
- 21.8.2.5 Faculty members' previous Professional Development opportunities, including prior Sabbaticals (if any), which may include reports on accomplishments during such prior Professional Development;
- ~~21.8.2.6 Faculty members' years of Service;~~

- 21.8.2.7 Faculty members' record of Service; and
- 21.8.2.8 The cost of the proposal within the context of available funds, except in the case of Sabbaticals

U32 May 14/20

23.2 Assignment Process for Current Continuing, Probationary and Tenured Faculty

23.2.2 In consultation with other Deans of Faculty and, where relevant, Associate Dean(s), each Dean of Faculty prepares Course Load and Workload assignments for the coming year. In the event of significant changes to teaching assignments and scheduling, particular emphasis is placed on timely consultation with individual faculty directly affected. The Dean of Faculty will make every effort to notify faculty no later than ~~January 15~~ March 1 of their teaching assignment for the following Academic Year.

23.2.3 Faculty who disagree with their Course Load and/or Workload assignments for the following year may discuss their concerns with the Dean of Faculty. In the event that a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic who will make a determination.

23.2.1.2 Leave of Absence:

23.2.1.2 Faculty who wish to apply for a full or partial Leave of Absence for the following Academic Year must notify the Dean of Faculty in writing no later than October 15. Approval of Leave of Absence requests shall not be unreasonably withheld. Requests received after October 15 are considered only under exceptional circumstances, and are accommodated only if practicable. A Leave of Absence is normally granted for a maximum of 1 Academic Year. Faculty whose requests for Leaves of Absence are unsuccessful may discuss their concerns with the Dean of Faculty. In the event a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination. Wherever applicable, a Leave of Absence shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act (i.e. Personal Emergency Leave)

U20A 16.3 May 14/20

University Proposes: Modify Article 16.3; Add subsection 16.3.2.7

16.3.2 CLTA faculty include but are not limited to the following:

- 16.3.2.1 Replacements for Tenured faculty who are on Sabbatical, Leave of Absence, or appropriate special assignment;
- 16.3.2.2 Faculty hired to respond to specific Teaching & Teaching-Related, Professional Practice/Research, or other needs, which the University, for academic and/or budgetary reasons, does not wish to result in a Probationary, Tenured or Continuing appointment;
- 16.3.2.3 Faculty on exchange from other institutions;
- 16.3.2.4 Artists-in-residence and designers-in-residence;
- 16.3.2.5 Faculty whose positions are externally funded; ~~and~~
- 16.3.2.6 Faculty hired as a result of a failed search; and
- 16.3.2.7 Graduates from other institutions holding postgraduate fellowships at OCAD University.

U9	16.5.3	May 22/20	University Proposes: Add new subsection 16.5.3 <u>16.5.3 Any waiver or reduction of the probationary period, if warranted by the candidate's rank and experience as outlined in article 16.5.2.3, shall normally be undertaken at the time of hire and outlined in the offer of employment, with any exception subject to approval by the Vice-President, Academic & Provost.</u>
U10	20.2	May 22/20	University Proposes: Modify Article 20.2.1.4 20.2 Teaching & Teaching Related Responsibilities 20.2.1 Teaching & Teaching Related Responsibilities are essential to the role of a faculty member as a university educator committed to the delivery of curriculum, which includes curricular development, innovation, and refinement that ensures student learning and academic success. A faculty member's "Teaching & Teaching-Related responsibilities" may include but are not limited to the following: 20.2.1.1 Course development, including research of current subject matter and literature, and consideration of appropriate teaching and learning methodologies; 20.2.1.2 Course preparation including organization of teaching and learning materials, other resources, visiting lecturers, etc.; 20.2.1.3 Course delivery, including distribution of course outline, classroom/studio contact hours, course-related student advising, and grading/evaluation; 20.2.1.4 <u>Graduate</u> S student supervision <u>in primary and secondary and advising re advisor capacities, serving on graduate student committees, and undergraduate thesis courses,</u> field study and self-directed study; 20.2.1.5 Writing letters of reference; 20.2.1.6 Participation in Home Faculty (see definition, Article 23.12) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students; 20.2.1.7 Studio supervision, where relevant, including teaching, modeling and enforcing proper health & safety procedures, liaison with Studio Manager and Technicians, and supervision of class assistants and student monitors; 20.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety; participation in the provision of a safe and secure environment for all members of the university community and its facilities; 20.2.1.9 Participation in the provision of a safe and secure environment for all members of the university community and its facilities; 20.2.1.10 Supervision, where relevant, of Teaching Assistants; 20.2.1.11 Upgrading of teaching skills and appropriate use of learning technologies; 20.2.1.12 Upgrading meeting academic and curricular requirements and deadlines; and 20.2.1.13 Preparing and submitting Annual Reports (except in the case of Sessional faculty)
U11	20.3	May 22/20	University Proposes: Modify Article 20.3

20.3 Professional Practice/Research

20.3.1 The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and ~~growth~~ professional development of the Faculty member within her or his chosen discipline and to support the University’s profile, its mission, and its research initiatives. In addition to scholarship, such activity shall include, including creative practice (Art, Design, Media) art and/or design practice which contributes leads to the production of new knowledge that is shared within a wide community of peers. Professional Practice/Research is fundamental to a faculty member’s growth and ongoing achievement as a creative practitioner and/or academic researcher. A faculty member’s “Professional Practice/Research” may include, but is, not limited to, the following:

- 20.3.1.1 Art and/or design practice;
- 20.3.1.2 Original research, writing, publication and scholarship;
- 20.3.1.3 Public and commercial exhibition/presentation/performance/media activity and other forms of dissemination;
- 20.3.1.4 Curating and criticism;
- 20.3.1.5 Delivering guest/special lectures, participating in conferences, etc.;
- 20.3.1.6 Teaching at other institutions;
- 20.3.1.7 Active participation with professional bodies and other relevant organizations;
- 20.3.1.8 Serving on external boards, juries, committees, or as a thesis ~~or program~~ adviser, thesis committee member, or external examiner at universities other than OCAD U;
- 20.3.1.9 Consulting work relating to the art, design, education, private, corporate or government sectors; and
- ~~20.3.1.10 Maintaining currency as a professional art/design practitioner and/or academic researcher.~~

U13 21.6 May 22/20 University Proposes: Modify Article 21.6

21.6 Sabbatical Funding

21.6.1 Sabbatical salaries shall be calculated on the basis of 80 percent of the faculty salary for the academic year in which the sabbatical is taken. consist of 80 percent of the faculty’s base salary Such calculation shall include salary from teaching, course release, and administrative stipends. Sabbaticals may be granted each Academic Year by the Professional Development Committee in accordance with the criteria outlined in Article 21.8.2, with total sabbatical salaries not to exceed in any Academic Year a maximum amount calculated as follows: C2 salary x 80% x 7 Maximum-Load faculty (or the equivalent number of Partial-Load). Unused Sabbatical funds, if any, shall be carried forward to the following Academic Year, to a maximum of \$50,000.

U24 17.3 May 22/20 University Proposes: Modify Article 17.3; Add subsection 17.3.1.4

17.3.1.1 “Assistant Professors” have the following qualifications:

- 17.3.1.1 ~~Advanced degree~~ Terminal Degree (PhD, MFA, MDes) in the relevant discipline ~~Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee~~
- 17.3.1.2 ~~Minimum of 2 years~~ Relevant teaching experience, preferably at the post-secondary level (or equivalent);

17.3.1.3 Relevant professional practice/experience
17.3.1.4 Exceptions may be considered for any of the above qualifications on the basis of outstanding career achievement and/or cultural and community engagement, upon the recommendation of the hiring committee

17.3.2 Assistant Professors may apply for the Rank of Associate Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as an Assistant Professor, with the decision made via Peer Review (subject to Appeal).

U25 17.4 May 22/20

University Proposes: Modify Article 17.4; Add subsection 17.4.1.5
Associate Professor

17.4.1 In addition to Assistant Professor qualifications, “Associate Professors” have the following qualifications:
17.4.1.1 ~~Advanced degree-Terminal degree (PhD, MFA, MDes)~~ in the relevant discipline. ~~Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;~~
17.4.1.2 Minimum of 5 years relevant teaching experience, preferably at the post-secondary level, as an Assistant Professor (or equivalent);
17.4.1.3 Record of high-quality professional practice/scholarly activity; and
17.4.1.4 Record of committed Service in a post-secondary institution.
17.4.1.5 Exceptions may be considered for any of the above qualification on the basis of outstanding career achievement and/or cultural and community engagement on the recommendation of the hiring committee

17.4.2 Associate Professors may apply for the Rank of Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as an Associate Professor, with the decision made via Peer Review (subject to Appeal).

U26 24.1 May 22/20

University Proposes: Modify Article 24.1

24.1 Procedure for Promotion of Rank

24.1.1 Lecturers, Assistant Professors, Associate Professors are eligible to apply for promotion to the next Rank after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) at their current Rank at OCAD U.
24.1.2 Candidates for promotion of Rank must submit an application in writing to the Dean of Faculty, no later than October 1 for promotion in the following Academic Year.
24.1.3 Candidates who are unsuccessful in applying for promotion of Rank may re-apply after a minimum of 2 years.
24.1.4 See Standards of Performance for Academic Ranks, attached as **Appendix B**

U45 May 22/20

20.5 Conflict of Commitment

20.5.1 Faculty members have the right to engage in ~~outside~~ external professional activities, provided that such activities are arranged so as not to conflict or interfere with the faculty member's commitment to teaching & teaching related duties, professional practice/research, and service. Further, activities of a substantial or continuing nature must be recorded in the faculty member's Annual Report.

The University Proposes an amendment to Article 20.5.2 as follows:

20.5.2 It is the responsibility of faculty to be alert to the possible effects of their external professional activities on their ~~obligations to the University~~ teaching & teaching related duties, professional practice/research, and service. In the event that participation in such external activities may ~~conflicts~~ with their obligations to the University, the faculty member shall ~~discuss~~ disclose the matter and work with their Associate Dean to either remove or manage the conflict. A written summary of the discussion, and the agreement reached to by both parties, shall be kept on file. A record shall be reflected in the Annual Report.

U38 28.3 May 22/20 University Proposals: Modify Articles 28.3 – 29.4.6 as follows

28.3 Teaching Assistant/Research

28.3.1 All Teaching/Research Assistants shall have the following appointment:

28.3.1.1 Contract.

29.4 Teaching/Research Assistant - Contract Appointment

29.4.1 All Teaching/Research Assistantships shall fall into one of the following categories:

- 29.4.1.1 ~~Teaching Assistant I (Undergraduate Research Assistant), with responsibilities outlined in Article 37.4.2~~
- 29.4.1.2 ~~Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.4.1.1 and 37.4.1.4 only;~~
- 29.4.1.3 ~~Teaching Assistant III (Tutorial Leader), with responsibilities as outlined in Articles 37.4.1.1 to 37.4.1.5 and Articles 37.4.1.7 to 37.4.1.8; or~~
- 29.4.1.4 ~~Teaching Assistant IV (Tutorial Leader), with responsibilities including all of 37.4.1.~~
- 29.4.1.5 ~~Teaching Assistant V (Graduate Research Assistant), with responsibilities as outlined in Article 37.4.2~~

29.4.2 Teaching/Research Assistants are hired on fixed-term annual contracts, based on a specified number of hours per Term as determined by the Dean, Associate Dean and/or supervising faculty member based on the particular needs and format of the course or research project, and set out in writing in advance of the appointment.

29.4.3 Teaching/Research Assistants:

- 29.4.3.1 Have no job security beyond the current contract;
- 29.4.3.2 Are subject to Performance Review prior to any renewal of contract; and
- 29.4.3.3 Are normally not renewable beyond 3 years.

- 29.4.4 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the Teaching Assistant), a Teaching/Research Assistant who is also a current OCAD U student ~~not a graduate student~~ may be renewed beyond the initial 3 years, subject to approval by the Dean of Faculty or designate.
- 29.4.5 Teaching/Research Assistants are intended to assist, rather than replace, faculty in the delivery of curriculum or carrying out research activities. Because Teaching/Research Assistants are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Teaching/Research Assistants, and to ensure that increased expectations for Teaching/Research Assistants are not made beyond those outlined in Article 37.4.
- 29.4.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or termination of contract for enrolment funding or other operational reasons. In the event his/her appointment is cancelled less than one week prior to the scheduled first day of class, a Teaching Assistant will receive a payment of one week's salary.

F14

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May 22/20

F14: Improving the education value of TA positions

Note: the parties agree to that implementation of this article will be a standing item for joint committee

34.1 Hiring of Teaching/Research Assistants

34.5.2 The appointment process for Teaching Assistants is conducted by the Associate Dean of Faculty or designate in consultation with the supervising faculty member. Teaching/Research Assistant opportunities are assigned to the University's graduate students on a priority basis, and in accordance with their areas of expertise and past experience. ~~A list of vacancies is posted on the University's website, with further advertising conducted as appropriate.~~

34.5.1 Returning graduate students and/or current Teaching Assistants who seek a work assignment for the following Academic Year must indicate their interest in writing to the Associate Dean of Faculty or supervising faculty member no later than February 1. Such expressions of interest will include areas of expertise, past teaching assistant experience, and preference regard their assignment.

(Add New)

34.5.3 A list of vacancies is posted on the University's website, with further advertising conducted as appropriate. While applications received for Teaching/Research Assistant positions must be reviewed by the Associate Dean of faculty or Principal Investigator (in the case of Research Assistants), there is no requirement to interview candidates. The Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) determines which applicants require interviews.

~~34.5.3 Teaching Assistant II, III, and IV appointments are determined by a "Teaching Assistant Appointments Committee", consisting of the following:~~

~~34.5.3.1 Associate Dean of Faculty, or designate (Chair); and~~

~~34.5.3.2 Faculty with whom the Teaching Assistant(s) will work~~

~~34.5.4 Teaching Assistant I and V-Undergraduate and Graduate Research Assistant appointments are recommended by the supervising faculty member Principal Investigator to the Office of the Vice-President, Research & Innovation for approval. Graduate Studies.~~

~~34.5.5 While all applications received for Teaching Assistant positions must be reviewed by the Teaching Assistant Appointments Committee, there is no requirement to interview candidates. The Committee determines which applicants require interviews.~~

~~34.5.6 The Chair (or designate) The Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) may check professional references for new Teaching Assistant appointments. and convey the results to the Committee. For Teaching Assistants seeking re-appointment, the Committee Associate Dean of Faculty or designate reviews the applicant's previous Performance Reviews.~~

~~34.5.7 The Committee Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) makes a determination as to the most qualified candidate(s). ~~Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.~~~~

~~34.5.8 Offers of employment to Teaching/Research Assistants include the following information:~~

~~34.5.8.1 Term of contract;~~

~~34.5.8.2 Hours of work; and~~

~~34.5.8.3 Starting salary.~~

~~34.5.9 In the event of a resignation, termination or approved leave fewer than three months prior to the start of his/her appointment, the Associate Dean of Faculty or supervising faculty member designate may appoint a replacement for up to one academic year only.~~

U39

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May 22/20

34.6 Internal Applicants for Teaching/Research Assistant Positions

34.6.1 Contract, Probationary and Permanent Technicians and Contract, Probationary and Permanent Academic Counsellors may apply for Teaching/Research Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.6.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Teaching/Research Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current

positions.

34.10 Years of Service

34.10.1 Years of Service are calculated for Probationary and Permanent Technicians and Academic Counsellors on the basis of years of continuous service, with one year awarded per year of active employment. For the purposes of this calculation, full-year leaves of absence are not included. Years of Service are not calculated for Contract academic staff, including Teaching/Research Assistants.

U40 37.4 May 22/20 University Proposals: Modify Articles 37.4 – 38.1.1.1 as follows

37.4 Teaching/Research Assistant

37.4.1 ~~Teaching Assistant II, III, Marker/Grader and IV-Tutorial Leader~~ responsibilities may include, but are not limited to, the following:

37.4.1.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more faculty members with administrative supervision by 1 or more Associate Deans;

37.4.1.2 Working with Associate Deans, Chairs, faculty members and other academic staff in support of the University's educational goals and objectives;

37.4.1.3 Meeting these educational goals by assisting with course preparation and delivery, i.e. organizing teaching and learning materials, and other resources, based on curricular outlines provided by a supervising faculty member, or by providing group instruction in specialized techniques;

37.4.1.4 Assisting in the evaluation of student work, using criteria established by the supervising faculty members;

37.4.1.5 Supporting students in their learning, i.e. through individual or small group instruction and/or assisting with assignments;

37.4.1.6 Conducting separately scheduled tutorial classes;

37.4.1.7 Working with Technicians, class assistants and/or monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and

37.4.1.8 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

37.4.2 Undergraduate and Graduate Research Assistant responsibilities may include, but are not limited to, the following:

37.4.2.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more ~~faculty members~~ Principal Investigators whose workload includes Research/Professional Practice;

37.4.2.2 Working with Associate Deans, Chairs, and/or faculty members and other academic staff in support of the University's research goals and objectives;

37.4.2.3 Meeting these research goals by assisting with data collection, literature searches, data compilation, processing, entry and analysis, and experimental systems design, fabrication and maintenance;

37.4.2.4 Assisting with supervision of research activities in the lab, classroom, and within the field;

- 37.4.2.5 Assisting with preparation of proposals, progress and final reports, and promotion of research activities;
- 37.4.2.6 Providing project coordination, budget management, and administration of research activities;
- 37.4.2.7 Participating in the hiring, scheduling and supervision of ~~Teaching Assistant I~~ (Undergraduate Research Assistant, for Graduate Research Assistants), Class Assistants, and/or Student Monitors, where relevant;
- 37.4.2.8 Working with Technicians, class assistants and/or student monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
- 37.4.2.9 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

Academic Staff Qualifications

38.1 Teaching/Research Assistant

- 38.1.1 Teaching/Research Assistants have the following qualifications:
 - 38.1.1.1 Completion of a relevant graduate degree or current enrollment in a relevant graduate program and/or equivalent training and professional experience, with the exception of ~~Teaching Assistant I~~ (Undergraduate Research Assistants). ~~Teaching Assistant I~~ (Undergraduate Research Assistants) will have the completion of a relevant undergraduate degree or current enrollment in a relevant undergraduate program and/or equivalent training and professional experience;
 - 38.1.1.2 Where relevant, sound knowledge of, and commitment to, healthy and safe work practices; and
 - 38.1.1.3 Where relevant, strong organizational, interpersonal, oral and written communications, and problem-solving skills.

U41 20.1 May 22/20 University Proposes: Modify Article 2.1, 20.2, 20.3,26.2

2.1 Recognition

- 2.1.4 “Academic Staff” include those who directly facilitate student learning within the OCAD U credit curriculum, specifically:
 - 2.1.4.1 Technicians;
 - 2.1.4.2 Academic Counsellors; and
 - 2.1.4.3 Teaching/Research Assistants.

20.2 Teaching & Teaching-Related Responsibilities

- 20.2.1.10 Supervision, where relevant, of Teaching Assistants;

20.3 Professional Practice/Research

20.3.1 The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and growth of the Faculty member within her or his chosen discipline and to support the University’s profile, its mission, and its research initiatives, including art and/or design practice which leads to the production of new knowledge that is shared within a wide community of peers. A faculty member’s “Professional Practice/Research” may include, but is, not limited to, the following:

20.3.1.11 Supervision, where relevant, of Research Assistants

26.2 Distribution of Course Load

26.2.1 Determination of specific Course Load in any Term will be based on a fair and equitable distribution of faculty responsibilities, taking into consideration the following factors:

26.2.1.5 Course-related responsibilities (e.g. tutorial direction, thesis supervision, supervision of Teaching Assistants, grading responsibilities, course preparation);

26.2.1.6 Research-related responsibilities, including supervision of Research Assistants (except in in the case of Teaching-Intensive Stream faculty, if applicable), subject to approval of Dean of Faculty

F16B May 14/20 University rejects Part 1 (F16A) and provides counter-proposal to Part 2 (F16B) as follows:

19.1 Maternity Pregnancy and Parental Leave

19.1.1 Maternity Pregnancy Leave

~~19.1.1.1 Unpaid maternity leave is available to members of faculty as provided in the *Employment Standards Act* for a total of 17 weeks.~~

19.1.1.2 Faculty who have been employed by the University for at least thirteen (13) weeks shall be entitled to a leave of absence without pay for pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act*. Pregnancy leave is a leave of absence for a period of up to seventeen (17) weeks by reason of the employee’s pregnancy

19.1.1.3 Faculty members seeking maternity pregnancy leave must provide a medical certificate to support their request, and shall provide the Associate Dean or designate and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).

- 19.1.1.4 ~~Effective July 1, 2017,~~ Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act*, shall receive the following supplemental employment insurance benefits:
- 19.1.1.5 For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;
- 19.1.1.6 For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits. For Teaching-Intensive Stream, CLTA, and Continuing faculty, such supplemental benefits continue only to the conclusion of the employment contract (if applicable).
- ~~on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks; insofar that such a top-up is permitted under the applicable Employment Insurance rules.~~
- 19.1.1.7 For Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty taking ~~maternity~~ pregnancy leave of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave and shall continue to the conclusion of the employment contract (in the case of Teaching Intensive Stream, CLTA and Continuing), if sooner. Sabbatical eligibility is not affected.

19.1.2 Parental Leave

~~19.1.2.1 Unpaid parental leave is available to faculty members as provided in the *Employment Standards Act* for a total of 35 weeks for the birth mother who has taken maternity leave and 37 weeks for all other parents. Parental leave may begin for the birth mother as soon as the maternity leave ends and for the other new parents no later than 52 weeks after the baby is born or the date their child first came into their care, custody or control.~~

19.1.2.1 Parental leave is a leave of absence for a period of up to thirty-five (35) weeks of standard leave

or sixty-one (61) weeks of extended leave for the birth mother who has taken pregnancy leave and thirty-seven (37) weeks of standard leave or sixty-three (63) weeks of extended leave for all other parents. Parental leave may begin for the birth mother as soon as the pregnancy leave ends and for the other new parents no later than seventy-eight (78) weeks after the baby is born or the date their child first came into the employee's care, custody or control.

- 19.1.2.2 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental insurance benefit:

19.1.2.3 For the one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.

- 19.9.2.3 *Standard Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of eighteen (18) additional weeks or to the conclusion of the employment contract (in the case of Teaching Intensive Stream, CLTA and Continuing), if sooner, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the standard leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

- 19.9.2.4 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of thirty (30) additional weeks or to the conclusion of the employment contract (in the case of Teaching Intensive Stream, CLTA and Continuing), if sooner, payments equivalent to the difference between fifty-seven percent (57%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the extended leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

19.1.3 **Benefits while on Maternity Pregnancy and Parental Leave**

- 19.1.3.1 A faculty member planning to maintain their benefits while on ~~maternity~~ maternity pregnancy and/or

parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the faculty member gives the University written notice that they choose not to pay the employee's share of the premium cost of any benefit during a period of the maternity pregnancy or parental leave, the University will not be required to continue its share of the premium cost and the benefit will be discontinued. A faculty member may choose to pre-pay their premiums prior to taking the leave. Enrollment in the benefits plan will be maintained until the conclusion of the employment contract (if applicable).

19.1.3.2 Years of Service shall continue during the maternity pregnancy and/or parental leave.

19.2 — Paternity Leave

~~19.2.1 — Paid paternity leave for a period of 3 working days is available to members of Teaching Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty. Extensions for compassionate reasons may be considered.~~

(Add New) 19.2 Supplementary Parental Leave

19.2 Supplementary Parental Leave

19.2.1.1 Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 19.1 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

Mirrored Changes for Academic Staff (Probationary and Permanent Technicians and Academic Counsellor)

31.1 Maternity Pregnancy and Parental Leave

31.1.1 Maternity Pregnancy Leave

- 31.1.1.1 ~~Unpaid maternity leave is available to all members of academic staff as provided in the *Employment Standards Act* for a total of 17 weeks.~~
- 31.1.1.2 Academic staff who have been employed by the University for at least thirteen (13) weeks shall be entitled to a leave of absence without pay for pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act*. Pregnancy leave is a leave of absence for a period of up to seventeen (17) weeks by reason of the employee's pregnancy.
- 31.1.1.3 Academic staff seeking maternity pregnancy leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such

notice shall include the dates upon which the leave will begin and end. A member of academic staff who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).

- 31.1.1.4 ~~Effective July 1, 2017, Probationary and Permanent Technicians on maternity leave and Probationary and Permanent Academic Counsellors on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top-up is permitted under the applicable Employment Insurance rules. Probationary and Permanent Technicians and Academic Counsellors on maternity leave, who qualify for employment insurance maternity benefits are eligible for 2 weeks at full pay and fifteen weeks at 90% of salary, less the amount of such maternity benefits. For Probationary and Permanent Technicians and Academic Counsellors taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.~~
- 31.1.1.5 ~~Effective July 1, 2017, Probationary and Permanent Technicians and Academic Counsellors entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act*, shall receive the following supplemental employment insurance benefits:~~
- 31.1.1.6 ~~For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;~~
- 31.1.1.7 ~~For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits.~~
- 31.1.1.8 ~~For Probationary and Permanent Technicians and Academic Counsellors taking pregnancy leave of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.~~

31.1.2 Parental Leave

- 31.1.2.1 ~~Unpaid parental leave is available to academic staff as provided in the *Employment Standards Act* for a total of 35 weeks for the birth mother who has taken maternity leave and 37 weeks for all other parents. Parental leave may begin for the birth mother as soon as the maternity leave ends and for the other new parents no later than 52 weeks after the baby is born or the date their child first came into their care, custody or control.~~
- 31.1.2.1 Parental leave is a leave of absence for a period of up to thirty-five (35) weeks of standard leave or sixty-one (61) weeks of extended leave for the birth mother who has taken pregnancy leave of thirty-seven (37) weeks of standard leave or sixty-three (63) weeks of extended leave for all other parents. Parental leave may begin for the birth mother as soon as the pregnancy leave ends and for the other new parents no later than seventy-eight (78) weeks after the baby is born or the date their child first came into the employee's care, custody or control.
- 31.1.2.2 Probationary and Permanent Technicians and Academic Counsellors entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental insurance benefit:
- 31.1.2.3 For the one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.
- 31.1.2.4 *Standard Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of eighteen (18) additional weeks payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the standard leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.
- 31.1.2.5 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of thirty (30) additional weeks payments equivalent to the difference between fifty-seven percent (57%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the extended leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment

insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

31.1.3 Benefits while on ~~Maternity~~ Pregnancy and Parental Leave

31.1.3.1 Academic staff planning to maintain their benefits while on ~~maternity pregnancy and/or~~ parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the academic staff gives the University written notice that they choose not to pay the employee's share of the premium cost of any benefit during a period of the pregnancy or parental leave, the University will not be required to continue its share of the premium cost and the benefit will be discontinued. Academic staff may choose to pre-pay their premiums prior to taking the leave.

31.1.3.2 Years of Service shall continue during the ~~maternity pregnancy and/or~~ parental leave.

~~31.2 Paternity Leave~~

~~31.2.1 Paid paternity leave for a period of 3 working days is available to members of Probationary and Permanent Technicians and Academic Counsellors. Extensions for compassionate reasons may be considered.~~

(Add New) 31.2 Supplementary Parental Leave

31.2 Supplementary Parental Leave

Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 31.1 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

U20B 16.3 Jun 10/20 University proposes: Modify Article 16.3.3 as follows:

16.3.3 CLTA faculty:

- 16.3.3.1 Normally hold the Rank of Lecturer or Assistant Professor;
- 16.3.3.2 Are Partial-Load or Maximum-Load;
- 16.3.3.3 Have no job security beyond the specific contract period of up to 3 years; normally not renewable beyond a total maximum of ~~3~~ 6 years; and
- 16.3.3.4 Are subject to Performance Review prior to any renewal of contract.

U14B 14 Jun 10/20 University proposes: Modify Article 21.7 as follows; rejects U14A below:

21.7.1 Tenured faculty are eligible to apply for Sabbaticals if they have served as Probationary or Tenured faculty for a minimum of 6 years since joining the University and have:

21.7.1.2 Served as Tenured faculty for a minimum of 6 years since their last Sabbatical in order to take a full-year sabbatical, or

21.7.1.3 Served as Tenured faculty for a minimum of 3 years since their last Sabbatical in order to take a half-year sabbatical

21.7.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing and Probationary faculty are not eligible for Sabbaticals. However, years served as Probationary faculty and/or years credited towards Sabbatical at the point of hire are included as part of the Sabbatical qualifying period for Tenured faculty.

21.7.3 With the exception of legislated leaves under the Employment Standards Act, leaves of Absence or temporary reductions to workload (outlined in article 23.2) are not included as part of the Sabbatical qualifying period.

U5 23.11 Jun 19/20

University Proposes: Modify Article 23.11; Add subsection 23.11.4

The parties agree to a Letter of Understanding – Hiring of New Tenured/Tenure-Track Faculty to the following effect to maintain the below committee composition as an interim measure, to be incorporated as Appendix G.

The University and the Faculty Association agree that the hiring process for Tenured/tenure-track faculty outlined in article 23.1.1 is suspended from the date of signing until ratification of the 2020 Memorandum of Agreement. Over the duration of this agreement, the modified hiring process outlined below This letter of understanding is renewable by mutual agreement and such review shall consider the University’s equity goals and degree to which diversity amongst its tenured faculty has been achieved.

23.11 Hiring of New Tenured/Tenure-track Faculty

23.11.3 A “Tenured/Tenure-track Faculty Search Committee” consists of the following:

- 23.11.3.1 Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
- 23.11.3.2 Associate Dean, or designate (voting);
- 23.11.3.3 1 Tenured faculty selected in accordance with Article 22.1;
- 23.11.3.4 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and
- 23.11.3.5 1 student representative from the Home Faculty selected by the Chair (voting); and
- 23.11.3.6 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.11.4 For any faculty search posted as a Tenured, rather than Tenure-track, opportunity at any rank, Tenure-track faculty shall not serve on the relevant search committee.

MOU: Sessional Training Jun 24/20 Memorandum of Understanding: Sessional Training for Remote Delivery:

The parties agree to an LOU to provide a stipend payment upon completion of the voluntary course, “Teaching Online at OCAD University” for sessional instructors hired to teach one or more courses remotely during the 2020-21 academic year.

1. The University will compensate each Sessional faculty member hired to teach one or more courses remotely during the 2020-21 academic year a one-time stipend of \$650 in order to complete the Faculty Curriculum & Development Centre (FCDC) training course “Teaching Online at OCAD University” which will take approximately 21 hours to complete.
 - a. To be eligible for this stipend, each Sessional faculty member must fully complete the “Teaching Online at OCAD University” training course, prior to the start of the term in which they have been hired.
 - b. The payment of the stipend will be issued upon the commencement of the first contract following the completion of such training.

2. ITEMS UNDER DISCUSSION

a. University Proposals – tabled on a *without prejudice* basis

<u>Proposal #</u>	<u>Article#</u>	<u>Date</u>	<u>Proposal</u>
U14A	21.7	May 22/20	OCADFA counter proposes: Modify Article 21.7 21.6.3 Once approval is granted for a half-year or full-year Sabbatical, its scheduling is determined by mutual agreement of the faculty member and the Dean of Faculty. <u>Full year sabbaticals may be scheduled in two consecutive academic years.</u> In the event a sabbatical application is found to be meritorious but is not approved due to insufficient funds, such application may be resubmitted the following year and will be given priority consideration.
		Jun 10/20	University rejects U14A; OCADFA accepts U14B (above)
		Jun 19/20	OCADFA rejects and maintains its May 22/20 counter proposal above
U16	21.10	Mar 27/20	University Proposes: Modify Article 21.10; Add subsections 21.10.1.1 - 24.10.1.5 <i>Proposed amendment to provide a clarification regarding the sabbatical appeal process and applying current language within the MOA (24.5.5 – Peer Review Appeal Process) to apply to this article, creating consistency.</i>

21.10 Appeal of Sabbatical Decisions

21.10.1 Faculty who disagree with a Professional Development Committee decision concerning awarding of a Sabbatical may submit a "Request for Sabbatical Appeal" to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the faculty member wishes to appeal.

21.10.1.1 The "Request for Sabbatical Appeal" letter must indicate one or more of the following grounds for appeal:

21.10.1.2 The decision is unreasonable in the light of the evidence which was available or should have been available

21.10.1.2 A significant irregularity or unfairness has occurred in the procedure or the inclusion of inappropriate documentation that affected the decision;

21.10.1.3 There has been Bias or motive on the part of a committee member;

21.10.1.4 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision.

21.10.2 The Vice-President, Academic (or designate) will investigate the Professional Development Committee's decision-making process based on the grounds for appeal outlined Request for Sabbatical Appeal Letter and, within 10 business days of receipt of the Request for Sabbatical Appeal, make a final determination to:

21.10.2.1 Reject the Appeal in writing; or

21.10.2.2 Instruct the Committee to reconsider its decision.

21.10.3 If the Vice-President, Academic (or designate) instructs the Committee to reconsider its decision, the Committee must do so within 21 calendar days and report back to the President (or designate).

21.10.4 Within 14 calendar days of the reconsidered Committee decision, the Vice-President Academic (or designate) renders a Final Decision.

- Apr 28/20 OCADFA rejects
- May 14/20 University maintains its March 27 proposal
- May 14/20 OCADFA rejects
- Jun 10/20 University maintains its March 27 proposal

U17: Annual Reports: Sessional Faculty
Removing student evaluations to support with reappointment process and aligning to sectoral norms and reducing biases.

U17 24.2 Mar 27/20 University Proposes: Modify Article 24.2

24.2.2 Sessional faculty:
For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments, ~~student evaluations~~, course outlines, any other teaching materials, and any classroom visits conducted will be

assessed to ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities.

Apr 28/20 OCADFA defers

U18: Modification to Sessional Category
Amendment to remove maximum course load discrepancy for Liberal Arts & Sciences sessional faculty course assignment for workload parity in sessional course assignment across faculties.

U18 16.1 Mar 27/20 University Proposes: Modify Article 16.1:

16.1 Sessional Appointment

16.1.1 "Sessional" faculty are hired annually on a per-course basis, with commensurate Teaching & Teaching-Related Duties, but no requirements regarding Professional Practice/Research or Service.

16.1.2 Sessional faculty:

- 16.1.2.1 Must hold the Rank of Instructor;
- 16.1.2.2 Have a maximum course assignment of ~~5 Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;~~
- 16.1.2.3 Have no job security beyond the current contract;
- 16.1.2.4 Are subject to Performance Review prior to any renewal of contract.

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. Because Sessional faculty are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum ~~renewal period~~ annual course assignment is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.

Apr 28/20 OCADFA defers

U21 16.3.4 Mar 27/20 University Proposes: Modify Article 16.3.4

16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements

regarding Professional Practice/Research and Service. ~~This full range of responsibilities is reflected in the same salary levels as Tenured faculty.~~ CLTA faculty receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

Apr 28/20 OCADFA seeks clarification

May 14/20 OCADFA rejects

U27 to U28: Course and Workload Definitions and Appeal process

Existing Teaching-Intensive Stream faculty in the Faculty of Liberal Arts & Sciences will be grand-parented and maintain existing workload of 6 courses per annum. New TIS faculty (in all faculties) will have a workload to reflect 7 courses per annum (the current Studio load).

U27 26.1 Mar 27/20 University Proposes: Modify Article 26.1

26.1 Definition of Course Load

26.1.1.5 Effective June 30, 2019, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments ~~and 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences appointments~~). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

Apr 28/20 OCADFA rejects

May 14/20 University maintains its March 27 proposal

U29: Distribution of Effort (Add New)

To provide faculty with flexibility in distributing their faculty responsibilities to address evolving circumstances on temporary basis.

U29 27.5 Mar 27/20 University Proposes: Add new Article 27.5 titled Distribution of Effort as renumber as follows:

27.5.1 As circumstances warrant, an adjustment to a faculty member’s workload assignment within the three areas of faculty responsibility may be undertaken by mutual agreement between the faculty member and the Dean of Faculty. Such adjustment shall normally be temporary for an academic year, rather than ongoing.

27.5.2 Where a faculty member has entered into such a temporary workload adjustment, the annual performance review shall be based on the revised workload assignment for that year.

Apr 28/20 OCADFA defers – requires additional time to review and respond

May 22/20 OCADFA counter proposes:

27.5.1 As circumstances warrant, an adjustment to a Tenured or Tenure-Track faculty member’s workload assignment within the three areas of faculty responsibility may be undertaken by mutual agreement between the faculty member and the Dean of Faculty. Such adjustment shall normally be temporary for an academic year, rather than ongoing. A confidential written report of this agreement will be provided to OCADFA.

27.5.2 Where a faculty member has entered into such a temporary workload adjustment, the annual performance review shall be based on the revised workload assignment for that year.

Jun 10/20 OCADFA withdraws its proposal of May 22/20 and counter proposes as follows:

27.5.1 As circumstances warrant, Tenured or Tenure-Track faculty may initiate a request for modification to their workload assignment within the three areas of faculty responsibility. Such modifications are to be undertaken by mutual agreement between the faculty member and the Dean of Faculty. Such adjustment shall normally be temporary for an academic year, rather than ongoing. A confidential written report of this agreement will be provided to OCADFA.

27.5.2 Where a faculty member has entered into such a temporary workload adjustment, the annual performance review shall be based on the revised workload assignment for that year.

Jun 10/20 University rejects and counter proposes:

27.5.1 As circumstances arise, or as requested by a Tenured or Tenure-track faculty member, an ad-hoc adjustment to the faculty member’s workload assignment within the three areas of faculty responsibility may be undertaken by mutual agreement between the faculty member and the Dean of Faculty. Such adjustment shall normally be temporary for an academic year, rather than ongoing. OCADFA will be notified of any such workload adjustment.

27.5.2 Where a faculty member has entered into such a temporary workload adjustment, the annual performance review shall be based on the revised workload assignment for that year.

June 19/20 OCADFA rejects

U30: Teaching Term Workload (Add New)
Proposed amendment to provide clarification regarding expected service hours during the teaching term and article to include similar language to what exists under 27.3 Practice/Research Term Workload

U30 27.2.4 Mar 27/20 University Proposes: Add new Article 27.2.4 as follows:

27.2.4 During each Teaching Term, faculty are expected to provide 119-136 hours of Service (based on 17wks x 7-8 hrs/wk)

Apr 28/20 OCADFA defers – requires additional time to review and respond

May 22/20 OCADFA rejects

Jun 10/20 University maintains its March 27 proposal

U34: Collegial Behaviour

Proposed amendment expands the description of what constitutes collegial behaviour and include academic and administrative colleagues.

U34 6.3 Mar 27/20

University Proposes: Modify Article 6.3

6.3 Collegial Behaviour

6.3.1 The Parties agree that in performing their professional responsibilities, faculty and academic staff must demonstrate Collegial Behaviour at all times when dealing with academic and administrative colleagues, students, and other members of the University community. “Collegial Behaviour” includes treating others with dignity, respect, fairness, equality and integrity, and maintaining confidentiality when required. Faculty and academic staff shall not criticize disrespect colleagues to academic and administrative colleagues or students, encourage or solicit disrespectful criticisms of colleagues from academic and administrative colleagues or students, or discuss professional or personal grievances with academic and administrative colleagues or students.

Apr 28/20 OCADFA defers – requires additional time to review and respond

May 22/20 OCADFA counter proposes

~~6.3 Collegial Behaviour 6.3.1 The Parties agree that in performing their professional responsibilities, faculty and academic staff must demonstrate Collegial Behaviour at all times when dealing with academic and administrative colleagues, students, and other members of the University community. “Collegial Behaviour” includes treating others with dignity, respect, fairness, equality and integrity, and maintaining confidentiality when required. Faculty and academic staff shall not criticize colleagues to students, encourage or solicit criticisms of colleagues from students, or discuss professional or personal grievances with students.~~

Jun 10/20 University maintains it March 27 proposal

June 19/20 OCADFA rejects

U35: Performance Review

Proposed amendments to align with current Memorandum of Understanding: Performance Review Process in place for the 2018-19; 2019-20 academic years

U35 24.3 Mar 27/20 University Proposes: Modify Article 24.3

Performance Reviews

- ~~24.3.1~~ Performance Reviews are conducted ~~(as outlined in Articles 24.3.4 and 24.3.5)~~ in order to review and assess overall performance, ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable) and Service, and to make recommendations to the Dean of Faculty regarding career progress ~~and merit progress increments (as defined in Article 24.3.6).~~
- 24.3.2 Each non-sessional faculty member shall be reviewed every three years (except in the case of tenure-track faculty which is annually) or prior to any contract renewal, unless otherwise specified.
- 24.3.3 Each non-sessional faculty member shall submit materials required for Performance Review no later than January 31st of the year in which he/she is to be reviewed.
- 24.3.4 Career progress increments shall be awarded to all non-sessional faculty members who are meeting or exceeding basic expectations ~~and of all ranks~~ who are not at the ceiling of that rank.
 - 24.3.4.1 “Basic Expectations” shall include the following:
 - Submitting Annual Report;
 - Submitting course outlines to Faculty Office prior to start of semester;
 - Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;
 - Reporting any absences and make-up arrangements to the Faculty Office;
 - Submitting all grades on time
 - Fulfilling applicable faculty responsibilities as outlined in article 20
 - Adhering to Responsibilities to Students, Creative and Academic Freedom, and Collegial Behaviour as listed in article 6.
- ~~24.3.5~~ ~~Materials are reviewed by the Associate Dean of Faculty (or Designate) by the Performance Review Committee of each Faculty, which comprises:~~
 - ~~24.3.5.1~~ ~~The appropriate Associate Dean of Faculty (or designate); and~~
 - ~~24.3.5.2~~ ~~2 faculty members elected by a quorum (-50% +1) of the total Tenured faculty members in the relevant Faculty or, in the event a quorum does not respond, two faculty members selected by the Dean of Faculty from the Faculty’s tenured faculty members.~~
- 24.3.6 Materials are reviewed by the Associate Dean (or Designate) who shall award a career progress increment of one (1.0) step to any faculty member meeting basic expectations ~~Performance Review Committee shall recommend career and merit progress increments based on each faculty member’s performance review, which shall apply for a maximum of the three (3) academic years following the review~~ or prior to any contract renewal.

- ~~24.3.6.1 Career/Merit Progress Increments represent the average of the above four possible outcomes as applied to each of the three areas of Performance Review: Teaching and Teaching Related Responsibilities, Professional Practice/Research (in the case of Teaching Intensive Stream appointments, if applicable) and Service, pro-rated accordingly (as per Article 27.4) and rounded to the nearest half step.~~
- ~~24.3.6.2 Career/Merit Progress Increments represent the number of step increases on the faculty salary pay scale.~~
- 24.3.7 In the event the Associate Dean (or Designate) Performance Review Committee finds a faculty member does not meet basic expectations, the Committee Associate Dean (or Designate) shall refer the matter to the Dean of Faculty for disciplinary action.
- ~~24.3.7.1 “Basic Expectations” shall include the following:~~
- ~~▪ Submitting Annual Report;~~
 - ~~▪ Submitting course outlines to Faculty Office prior to start of semester;~~
 - ~~▪ Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;~~
 - ~~▪ Reporting any absences and make-up arrangements to the Faculty Office;~~
 - ~~▪ Submitting all grades on time~~
- 24.3.8 Faculty meeting or exceeding basic expectations are entitled to apply for a merit progress award from the merit fund. Applications for merit progress will be reviewed by a Merit Review Committee based on a maximum application period of three (3) years or prior to any contract renewal and subject to the faculty member’s performance review period. under review will be entitled to Faculty members who are at the ceiling of their rank are not entitled to Career Progress Increments except through application for promotion or, in the case of full professors, through application for a merit increment.
- ~~24.3.8.1 Applications for the Merit Fund, are reviewed by a “Merit Review Committee”, consisting of the following:~~
- ~~24.3.8.2 Vice-President, Academic, or designate (Chair, non-voting);~~
- ~~24.3.8.3 All Deans of Faculty~~
- ~~24.3.8.4 2 Tenured faculty selected by the Chair, elected in accordance with Article 22.1, from each Faculty (for a total of 6), who are not under consideration for the Merit Fund.~~
- ~~24.3.8.4.1 Merit increments for full professors are determined by the regular triennial review process. An assessment of 1.5 steps will result in a one merit step increase in the 1st, 2nd, and 3rd year following the review. An assessment of 2 steps will result in 2 merit step increases in the 1st, 2nd, and 3rd year following the review. An assessment of 0.5 or 1 steps will result in no merit step increases.~~
- 24.3.9 The Merit Review Committee shall award merit progress increments based on each faculty member’s application, subject to the merit of the application, in accordance with the standards of performance described in Appendix B and subject to the total funding available. Meritorious applications will be

awarded merit increments of half step(s) (0.5) to a maximum of one (1) step. Any step shall be awarded as defined by 24.3.8.1 for a maximum of three (3) years. The recommendations resulting from all Performance Reviews shall be submitted to the University Performance Review Committee (comprising the Vice-President, Academic and the three Deans of Faculty) no later than April 1st for review and final approval. This Committee shall be responsible for maintaining consistent standards across the University.

- 24.3.10 All awarded Career/Merit Progress Increments shall be effective July 1st of the Review Year.
- 24.3.11 The total number of steps awarded (Career/Merit Progress Increments) shall not exceed 1.2 times the number of faculty members eligible for career progress increments.
- 24.3.12 The results of the Performance Merit Review shall normally be communicated to the faculty member in writing no later than May 15th of the review year and shall include a brief report of the committee's findings, an overall assessment of his/her strengths and/or recommendations for improvement.
- 24.3.13 In the event that a faculty member is unsuccessful in the application for a merit increase, the career progress increment shall nevertheless be awarded.
- 24.3.14 A faculty member who disagrees with the Performance Review and/or its recommendations may discuss his/her concerns with the Dean (or Designate) ~~Associate Dean~~. In the event that a satisfactory resolution is not found, the faculty member may appeal the matter in writing to the ~~Dean of Faculty~~ Vice-President, Academic, who will make a final determination.

Apr 28/20 OCADFA defers – requires additional time to review and respond

U37 24.5 Mar 27/20 University Proposes to Modify Article 24.5

Proposed amendments reorganize the article to create clarification regarding grounds for appeal, and process for appeal

24.5 Peer Review Appeal

- 24.5.1 “Peer Review Appeal” provides a mechanism to review decisions made via Peer Review which result in:
 - 24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;
 - 24.5.1.2 TIS faculty: For TIS faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank~~
 - 24.5.1.3 CLTA faculty: For CLTA faculty, ~~failure to recommend eligibility for renewal, or denial of promotion~~
 - 24.5.1.4 Continuing faculty: For Continuing faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank;~~

24.5.1.5 Tenured faculty: For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” letter to ~~Human Resources~~ the Office of the Vice-President, Academic & Provost within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

24.5.2.1 The “Request for Peer Review Appeal” letter must indicate one or more of the following grounds for appeal:

24.5.2.1.1 The decision is unreasonable in the light of the evidence which was available or should have been available

24.5.2.1.2 A significant irregularity or unfairness has occurred in the procedure or the inclusion of inappropriate documentation that affected the decision;

24.5.2.1.3 There has been Bias or motive on the part of a committee member;

24.5.2.1.4 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision;

24.5.2.1.5 Where there was a conflicting recommendation between the Faculty Peer Review Committee and the University Peer Review Committee and/or the President.

24.5.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by ~~Office of Vice-President, Academic Human Resources,~~ and to communicate the Committee’s decision in writing to the faculty member in a timely manner.

24.5.5 A grievance challenging the decision of the Peer Review Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement, only to the extent of failure to consider the factors outlined in 24.5.2.1.

~~24.5.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;~~

~~24.5.5.2 There has been Bias or motive on the part of a committee member;~~

~~24.5.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or~~

~~24.5.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the standards applied since ratification.~~

- Apr 28/20 OCADFA rejects
- May 14/20 University maintains its April 28 counter proposal (counter to F15 below)
- Jun 10/20 University provides further counter proposal (F15 below)
- Jun 10/20 **U46: Hiring of Teaching-Intensive Stream and CLTA faculty**

University proposes modify 23.5.10 and 23.7.9 and add new 23.5.10.1 and 23.7.9.1 to clarify language about a course cancellation payment for Teaching-Intensive Stream and Contractually Limited Term Appointment faculty. Proration of salary reflect compensation language in article 19.2 (TIS) and 19.3 (CLTA).

23.5.10 Teaching-Intensive Stream appointments are subject to reduction or cancellation due to enrolment. In the event that a Teaching-Intensive Stream appointment is reduced or cancelled, a change of workload will be initiated, and the faculty member's compensation will be adjusted to reflect a revised percentage of the Maximum-load.

23.5.10.1 The ~~instructor~~ faculty member will receive a payment of six weeks' salary per course reduced based on a 17-week term. Efforts will be made to maintain Teaching-Intensive Stream contracts as offered.

23.7.9 CLTA appointments are subject to reduction or cancellation due to enrolment. In the event that a CLTA appointment is reduced or cancelled, a change of workload will be initiated, and the faculty member's compensation will be adjusted to reflect a revised percentage of the Maximum-load.

23.7.9.1 The ~~instructor~~ faculty member will receive a payment of six week's salary per course reduced based on a 17-week term. Efforts will be made to maintain CLTA contracts as offered.

June 19/20 OCADFA defers requires additional time to respond

b. OCADFA Proposals – tabled on a *without prejudice* basis

F1 – F5: Protecting a Sustainable Faculty Complement for Future Generations

F1	15.3.2	Mar 27/20	<p>OCADFA Proposes: (Modify and add new)</p> <p>15.3.2 All Teaching-Intensive Stream faculty shall hold the Rank of Lecturer</p> <p>15.3.3 CLTA, Continuing, <u>Teaching Stream</u>, Probationary and Tenured faculty shall hold one of the following Ranks:</p>
		Apr 28/20	University rejects
		May 22/20	University agrees in principle to change all references to Teaching-Intensive Stream to Teaching Stream (title change only)
F4	16.2.2	Mar 27/20	<p>OCADFA Proposes:</p> <p>16.2.2 Teaching-Intensive Stream faculty:</p> <p>16.2.2.1 Normally <u>May</u> hold the Rank of Lecturer, <u>Assistant Professor, Associate Professor or Professor;</u></p>

16.2.3 Teaching Stream faculty are intended to augment, rather than replace, Tenured faculty. Teaching Stream faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching Related Duties, but must also meet specific requirements regarding Service and, where included in their workload, Professional Practice/Research. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Teaching Stream faculty do have a long-term employee/employer relationship with the University and therefore receive the same paid vacation and access to benefits, and pension, as Tenured faculty (all pro-rated for Partial-Load).

Apr 28/20 University rejects

F2 15.4 Mar 27/20

OCADFA Proposes:

15.4 In each Academic Year, a maximum of 30% of the University's credit curriculum, as defined by the total credit value of courses offered, is normally taught by Sessional faculty, Further a minimum of 50% of the University's credit curriculum shall be taught by faculty holding tenured or tenure track appointment, the potential course load of faculty on sabbatical, leaves of absence, and/or administrative release or other temporary course load reductions shall be included in this calculation. Normally this ratio will be balanced across the Faculties.

Apr 28/20 University defers

May 14/20 University rejects

F3 16.2.3 Mar 27/20

OCADFA Proposes:

~~16.1.3 In each Academic Year, a maximum of 30% of the University's credit curriculum, as defined by the total number of courses offered, is normally taught by Sessional faculty, except in 2007/08 when the maximum shall be 40% and 2008/09 when the maximum shall be 35%. The University shall present to the Joint Committee by November 1st of each Academic Year a report on the Sessional maximum. In the event that this ceiling is exceeded, the University shall, by April 1st of that Academic Year, present to the Joint Committee plans to restore the balance the following Academic Year. The sessionals hired as a result of course load reductions in the 2008/09 and 2009/10 academic years are not to be counted towards the hiring cap on sessionals. For both the 2013/14 and 2014/15 Academic Years, the University's obligations under this article are suspended.~~

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. Because Sessional faculty are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in

lieu of benefits. ~~The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.~~

Apr 28/20 University defers

May 14/20 University rejects

F5 16.4.5

Mar 27/20 OCADFA Proposes:

16.4.5 Continuing faculty are intended to augment, rather than replace, Tenured faculty. Continuing faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching Related Duties, but must also meet specific requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Continuing faculty do have a long-term employee/employer relationship with the University and therefore receive the same paid vacation and access to benefits, pension, and Professional Development as Tenured faculty (all pro-rated for Partial-Load). ~~The 15 Maximum Load Equivalent ceiling on Continuing faculty is intended to ensure that the bulk of the University's curriculum is delivered by a core of Tenured faculty, who have made a strong professional commitment to the University as reflected in a Workload of 50% or more.~~

Apr 28/20 University defers

May 14/20 University rejects

F6 to F13: Reducing Precarity for Contract Faculty and Staff

F6 16.1.4

Mar 27/20 OCADFA Proposes:

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, there are no requirements regarding Professional Practice/Research or Service. This reduced scope of responsibilities is reflected in lower salary levels. ~~Because Sessional faculty are temporary employees with whom the University does not have a long term employer/employee relationship, they are hired on the basis of fixed term contracts, and receive additional pay in lieu of benefits. The 30% ceiling on Sessional Teaching is intended to ensure that Tenured faculty employment opportunities are not eroded. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Sessional faculty, and to ensure that, over time, increased expectations are not made of temporary employees.~~

Apr 28/20 University defers – tied to F3 above

May 14/20 University rejects

F7	16.1.2.3	Mar 27/20	OCADFA Proposes: 16.1.2.3 Have no job security beyond the current contract, <u>Except when conferred through right of first refusal</u> ;
		Apr 28/20	University rejects
F8	16.1.5	Mar 27/20	OCADFA Proposes: 16.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, cancellation or termination of contract in accordance with Article 23.3.911, and/or layoff for reason of Financial Exigency or Curricular Necessity. 16.1.6 Subject to the foregoing, once a person has taught five or more 0.5 courses on a sessional basis, he or she shall automatically be short-listed for consideration for any sessional course that the person taught when the course was last offered or for any sessional course that is closely related to a course he or she taught previously, whether or not the person is currently a sessional faculty member.
		Apr 28/20	University rejects
F9	16.2	Mar 27/20	OCADFA Proposes: 16.2 Teaching- Intensive Stream 16.2.1 “Teaching- Intensive Stream” faculty have neither Probationary nor Tenured status, but are hired on fixed-term contracts of three to five years (other than in exceptional circumstances) to fulfill Teaching & Teaching-Related Duties and Service, but have no requirement for Professional Practice/Research 16.2.2 Teaching- Intensive Stream faculty: 16.2.2.1 Normally hold the Rank of Lecturer, 16.2.2.2 Are Partial-Load or Maximum-Load; 16.2.2.3 Have no job security beyond the contract period of up to 5 <u>3</u> years (renewable) <u>16.2.2.3.1 Where a Teaching Stream Faculty member receives a third contract renewal, the third contract shall have no end date.</u> 16.2.2.4 Are subject to Performance Review prior to any renewal of contract.

16.2.3 Employment may be terminated through ~~non-renewal of contract~~, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

Apr 28/20 University rejects

F10 16.4.4 Mar 27/20

OCADFA Proposes:

16.4.4 Continuing faculty:
16.4.4.1 May hold the Rank of Lecturer, Assistant Professor, Associate Professor or Professor;
16.4.4.2 Are Partial-Load, with a partial Workload from one course up to and including 50% of Maximum-Load;
16.4.4.3 Are hired on contracts of up to 5 3 years (renewable)
16.4.4.3.1 Where a Continuing faculty receives a third contract renewal, the third contract shall have no end date.
16.4.4.4 Are subject to the same ongoing Performance Reviews as Tenured faculty and, in particular, prior to any renewal of contract.

16.4.6 Employment may be terminated through ~~non-renewal of contract~~, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

Apr 28/20 University rejects

F11 23.3 Mar 27/20

OCADFA Proposes:

23.3 Hiring of Sessional Faculty

23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Associate Dean of Faculty no later than February 1. The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.
23.3.1.1 review of current sessional faculty shall first place those with right of first refusal
23.3.1.2 where two or more sessional faculty have right of first refusal to the same course they shall be reappointed in order of seniority as reflected by their seniority ranking.
23.3.1.3 right of first refusal does not require the university to offer multiple sections of the same course to the sessional faculty member, nor are they prevented from doing so.

23.3.2 the university shall maintain a roster of sessional faculty the roster shall include:
23.3.2.1 a record of all courses taught by each member
23.3.2.2 a seniority ranking of 1 point per 0.5 credit course
23.3.2.3 a record of which, if any, course(s) the member has right of first refusal.

23.3.3 Right of first refusal. After a sessional faculty members has taught the same course to a credit value of 1.5 credits or more they are eligible to apply for the right of first refusal on that course. Applications shall be considered in order of longest sessional employment, as determined by start date. Review of applications shall follow the right of first refusal process outlined in 23.3.13. Right of First Refusal is lost after an unapproved absence from the university of 24 months.

23.3.24 The appointment process for new Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising conducted as appropriate.

23.3.35 Sessional appointments are determined by a "Sessional Faculty Appointments Committee", consisting of the following:

- 23.3.5.1 Associate Dean of Faculty, or designate (Chair, non-voting);
- 23.3.5.2 2 Tenured faculty selected in accordance with Article 22.1; and
- 23.3.5.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.3.46 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews.

23.3.57 The Chair checks professional references for new Sessional faculty appointments prior to hiring, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.

23.3.68 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.

23.3.79 The Committee's recommendation is forwarded by the Chair to the Dean of Faculty for approval.

23.3.810 Offers of employment to new Sessional faculty include the following information:

- 23.3.10.1 Home Faculty;
- 23.3.10.2 Courses to be taught; and
- 23.3.10.3 Starting salary.

23.3.911 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than one week prior to the scheduled first day of class, the instructor will receive a payment of one week's salary for fall/winter courses (prorated accordingly for summer) in order to compensate for preparation time.

23.3.4012 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Associate Dean or designate may appoint a Sessional replacement for up to one academic year only.

23.3.13 Right of first refusal is determined by a 'Right of First Refusal Committee' consisting of the following:

- 23.3.13.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
- 23.3.13.2 2 Tenured faculty selected in accordance with Article 22.1; and
- 23.3.13.3 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.3.14 the committee shall review the qualification of the applicants with regards to:

- 23.3.14.1 Peer teaching review
- 23.3.14.2 evidence of Teaching Effectiveness

23.3.15 the committee will recommend to the dean of faculty that right of first refusal be conferred or denied. In the case of denial they shall issue a report outlining their decision

23.3.16 revocation of Right of first refusal. Where there are ongoing performance issues the right of first refusal committee may recommend that right of first be revoked. In such a case the committee shall issue a report outlining their decision.

23.3.17 unsuccessful applicants may reapply after 2 years.

23.3.18 A Sessional faculty member who disagrees with the committee decision has recourse under the peer review appeal process (as outlined in 24.5)

Apr 28/20 University rejects

May 14/20 University provides additional rationale around rejection of proposal; University rejects

F12 24 Mar 27/20 OCADFA Proposes:

24.2.2 Sessional faculty: For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments or upon application for Right of first refusal, student evaluations, course outlines, any other teaching materials, and any classroom visits conducted will be assessed to ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities.

24.5.1 "Peer Review Appeal" provides a mechanism to review decisions made via Peer Review which result in:

- 24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;
- 24.5.1.2 Continuing faculty: For Continuing faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank;
- 24.5.1.3 Tenured faculty: For Tenured faculty, denial of promotion of Rank;
- 24.5.1.4 Sessional faculty: For sessional faculty, denial of Right of First Refusal

Apr 28/20 University rejects

F13 29

Mar 27/20 OCADFA Proposes:

29.1 Technician and Academic Counsellor - Contract Appointment

~~29.1.1 "Contract" Technicians and "Contract" Academic Counsellors are hired on a fixed-term contract based on a specified number of weeks, and specified hours per week up to and including 35, for a maximum of 4 years.~~

29.1.1.1 May be Maximum or partial load

29.1.1.2 Are subject to performance review

29.1.1.3 Have no job security beyond the current contract

29.1.1.4 Are not renewable, except as defined under 29.1.2

29.1.2 Upon expiry should the university wish to post a technician or academic counselor position which is the same or substantially similar to the expired role that position shall be probationary. This provision applies for the duration of the expired contract. Contracts to fill a vacancy due to an approved leave are exempted from this provision and may be renewed.

~~29.1.2 Contract Technicians and Contract Academic Counsellors:~~

~~29.1.2.1 Have no job security beyond the current contract; and~~

~~29.1.2.2 Are subject to Performance Review prior to any renewal of contract~~

~~29.1.2.3 Are normally not renewable beyond 3 years.~~

~~29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the academic staff member), and by mutual consent of the University and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.~~

29.1.4 In each Academic Year, a maximum of 30% of technician and academic counsellor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.

29.1.5 Employment may be terminated through ~~non-renewal of contract~~, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

Apr 28/20 University rejects

F15 24

Mar 27/20 OCADFA Proposes:

24.4 Peer Review

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic (Chair, non-voting), the Chair of Senate, and a two faculty members of Senate normally holding the rank of Full Professor. Such referees faculty members must have sufficient subject expertise and knowledge of the candidate’s achievements to make dispassionate and critically-informed judgments. The results of the University Peer Review Committee are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. The two sets of recommendations of the Faculty Peer Review Committee and the University Peer Review Committee shall then be subject to review and approval by the President and the Board of Governors.

24.5 Peer Review Appeal

24.5.4: The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by Human Resources, ~~and to~~. The Peer Review Appeal Committee will review what is at dispute between the two sets of recommendations of the Faculty Peer Review Committee and the University Peer Review Committee. The Chair will communicate the Committee’s decision in writing to the faculty member in a timely manner, including an overall assessment of his/her strengths and/or recommendations for improvement.

Apr 28/20 University Counter Proposes:

24.4.3 In cases of Tenure and/or Promotion of Rank ~~Full Professor~~, the Chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate’s achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates’ contribution in the area of professional practice/research, and shall be provided with the relevant sections of Appendix B to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this

meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic (Chair, voting), the Chair of Senate, and a three faculty members ~~of Senate~~ normally holding the rank of Full Professor.

In the event that the University Peer Review Committee does not agree with the recommendation made by the Faculty Review Committee, it shall return the matter, with an associated rationale, to the Faculty Review Committee for further deliberation. A revised recommendation with supporting rationale is submitted to the University Peer Review Committee.

The results of the University Peer Review Committee and associated rationale are communicated to the faculty member in writing.

The recommendations of the Faculty Peer Review Committee and the University Peer Review Committee shall then be subject to review and approval by the President and the Board of Governors.

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5)

24.5 Peer Review Appeal

24.5.1 "Peer Review Appeal" provides a mechanism to review decisions made via Peer Review which result in:
24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.5.1.2 TIS faculty: For TIS faculty, ~~failure to recommend eligibility for renewal, or~~ denial of promotion of Rank

24.5.1.3 CLTA faculty: For CLTA faculty, ~~failure to recommend eligibility for renewal, or~~ denial of promotion

24.5.1.4 Continuing faculty: For Continuing faculty, ~~failure to recommend eligibility for renewal, or~~ denial of promotion of Rank;

24.5.1.5 Tenured faculty: For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a "Request for Peer Review Appeal" letter to Human Resources the Office of the Vice-President, Academic & Provost within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

24.5.2.1 The "Request for Peer Review Appeal" letter must indicate one or more of the following grounds for appeal:

24.5.2.1.1 The decision is unreasonable in the light of the evidence which was available or should have been available

24.5.2.1.2 A significant irregularity or unfairness has occurred in the procedure or the inclusion of inappropriate documentation that affected the decision;

24.5.2.1.3 There has been Bias or motive on the part of a committee member;

24.5.2.1.4 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision;

24.5.2.1.5 Where there was a conflicting recommendation between the Faculty Peer Review Committee and the University Peer Review Committee and/or the President

24.5.3 A "Peer Review Appeal Committee" consists of the following: 24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting); 24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic; 24.5.3.3 2 faculty selected by the Chair from the Home Faculty's Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and 24.5.3.4 1 Tenured faculty member selected by the candidate.

24.5.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a "Request for Peer Review Appeal" by ~~Human Resources~~ the Office of the Vice-President, Academic & Provost, and to communicate the Committee's decision in writing to the faculty member in a timely manner.

May 14/20 OCADFA seeks clarification to University counter proposal

May 22/20 OCADFA Counter proposes:

24.4.3 In cases of Tenure and/or Promotion of Rank ~~Full Professor~~, the Chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate's achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates' contribution in the area of professional practice/research, and shall be provided with the relevant sections of Appendix B to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic & Provost (Chair, non-voting), the Chair of Senate, and a three faculty members ~~of Senate~~ normally holding the rank of Full Professor.

In the event that the University Peer Review Committee does not agree with the recommendation made by the Faculty Review Committee, it shall return the matter, with an associated rationale in a written report and signed by all Committee Members, to the Faculty Review Committee for further deliberation. A revised recommendation with supporting rationale in a written report and signed by all Committee Members is submitted to the University Peer Review Committee.

The results of the University Peer Review Committee and associated rationale are communicated to the faculty member in writing.

The recommendations of the Faculty Peer Review Committee and the University Peer Review Committee shall then be subject to review and approval by the President and the Board of Governors.

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5)

24.5 Peer Review Appeal

24.5.1 “Peer Review Appeal” provides a mechanism to review decisions made via Peer Review which result in:

24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.5.1.2 TIS faculty: For TIS faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank~~

24.5.1.3 CLTA faculty: For CLTA faculty, ~~failure to recommend eligibility for renewal, or denial of promotion~~

24.5.1.4 Continuing faculty: For Continuing faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank;~~

24.5.1.5 Tenured faculty: For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” ~~letter to Human Resources~~ the Office of the Vice-President, Academic & Provost within 14 calendar days following written notification of the Peer Review decision which the faculty member wishes to appeal.

24.5.3 A “Peer Review Appeal Committee” consists of the following: 24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting); 24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic; 24.5.3.3 2 faculty selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and 24.5.3.4 1 Tenured faculty member selected by the candidate.

24.5.4: The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by the Office of the Vice-President, Academic & Provost. The Peer Review Appeal Committee will review what is at dispute between the two reports of the Faculty Peer Review Committee and the University Peer Review Committee. The Chair will communicate the Committee’s decision in writing and signed by all Committee Members to the faculty member in a timely manner, including an overall assessment of his/her strengths and/or recommendations regarding promotion.

Jun 10/20

University counter proposes as follows:

24.4.3 In cases of Tenure and/or Promotion of Rank ~~Full Professor~~, the Chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees

external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate's achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates' contribution in the area of professional practice/research, and shall be provided with the relevant sections of Appendix B to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic & Provost (Chair, non-voting), the Chair of Senate, and a three faculty members ~~of Senate~~ normally holding the rank of Full Professor.

In the event that the University Peer Review Committee does not agree with the recommendation made by the Faculty Peer Review Committee, it shall return the matter, with an associated written rationale to the Faculty Peer Review Committee for further deliberation. A revised recommendation with supporting rationale is submitted to the University Peer Review Committee.

The results of the University Peer Review Committee and associated rationale are communicated to the faculty member in writing.

The recommendations of the Faculty Peer Review Committee and the University Peer Review Committee shall then be subject to review and approval by the Vice-President, Academic & Provost, the President and the Board of Governors.

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5)

24.5 Peer Review Appeal

24.5.1 "Peer Review Appeal" provides a mechanism to review decisions made via Peer Review which result in:

24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.5.1.2 TIS faculty: For TIS faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank~~

24.5.1.3 CLTA faculty: For CLTA faculty, ~~failure to recommend eligibility for renewal, or denial of promotion~~

24.5.1.4 Continuing faculty: For Continuing faculty, ~~failure to recommend eligibility for renewal, or denial of promotion of Rank;~~

24.5.1.5 Tenured faculty: For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” letter to ~~Human Resources~~ the Office of the Vice-President, Academic & Provost within 14 calendar days following written notification of the Peer Review decision which the faculty member wishes to appeal.

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24.5.4: The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by the Office of the Vice-President, Academic & Provost. The Peer Review Appeal Committee will review what is at dispute between the recommendations of the Faculty Peer Review Committee and the University Peer Review Committee. The Chair will communicate the Committee’s decision in writing to the faculty member in a timely manner with an associated rationale.

Jun 19/20

OCADFA counter proposes as follows:

24.4.3 In cases of Tenure and/or Promotion of Rank ~~Full Professor~~, the Chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate’s achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates’ contribution in the area of professional practice/research, and shall be provided with the relevant sections of Appendix B to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

24.4.5 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee, which consists of the Vice-President, Academic, & Provost (Chair, non-voting), the Chair of Senate, and a three faculty members ~~of Senate~~ normally holding the rank of Full Professor.

In the event that the University Peer Review Committee does not agree with the recommendation made by the Faculty Peer Review Committee, it shall return the matter, with an associated written rationale to the Faculty Peer Review Committee for further deliberation. A revised recommendation with supporting rationale is submitted to the University Peer Review Committee.

The recommendations of the Faculty Peer Review Committee and the University Peer Review Committee shall then be subject to review and approval by the Vice-President, Academic & Provost, the President and the Board of Governors.

The results of review by the Vice-President, Academic & Provost, the President and the Board of Governors and the reports of the Faculty Peer Review Committee with Committee Member signatures and the University Peer Review Committee with Committee Member signatures and associated rationale are communicated to the faculty member in writing by the Vice-President, Academic, & Provost.

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5)

24.5 Peer Review Appeal

24.5.1 “Peer Review Appeal” provides a mechanism to review decisions made via Peer Review which result in:

24.5.1.1 Probationary faculty: For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.5.1.2 TIS faculty: For TIS faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank

24.5.1.3 CLTA faculty: For CLTA faculty, failure to recommend eligibility for renewal, or denial of promotion

24.5.1.4 Continuing faculty: For Continuing faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank;

24.5.1.5 Tenured faculty: For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” letter to Human Resources the Office of the Vice-President, Academic & Provost within 14 calendar days following written notification of the Peer Review decision which the faculty member wishes to appeal.

24.5.3 A “Peer Review Appeal Committee” consists of the following:

24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting);

24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic;

24.5.3.3 2 faculty selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and

24.5.3.4 1 Tenured faculty member selected by the candidate.

24.5.4: The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by the Office of the Vice-President, Academic & Provost. The Peer Review Appeal Committee will review what is at dispute between the recommendations of the Faculty Peer Review Committee and the University Peer Review Committee. The Chair will communicate the Committee’s decision in writing to the faculty member in a timely manner with an associated rationale with Committee Member signatures.

Improving the health of our communities and families

Intention is to provide benefit access to labour categories which do not currently have access and to expand the scope of pregnancy and parental leave.

Part 1 Benefits:

19.1.1.5 7% pay in lieu of benefits; Or may enrol in Medical, Dental, Extended Health, & Vision cover as defined in Appendix C

31.1.1.4 6% pay in lieu of benefits; Or may enrol in Medical, Dental, Extended Health, & Vision cover as defined in Appendix D

31.4.1.3 6% pay in lieu of benefits; Or may enrol in Medical, Dental, Extended Health, & Vision cover as defined in Appendix D

Appendix C

II. Benefits Eligibility, Premiums and Coverage for Faculty

A. Sessional Faculty

1. Sessional faculty receive 7% pay in lieu of benefits or may enrol in the group health plan.

(1) Eligibility: Sessional faculty are eligible to enrol for medical, dental, vision & extended health coverage (single or dependent, including same-sex spouse), For a fixed term of 12 months to take effect on the first day of the month following their date of employment with the University.

(2) Payment of Premiums: Sessional Faculty are responsible for 10% of the medical premiums, and %0 of the dental premiums. The above premiums are prorated on the same basis for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.

Note: the association believes it is necessary to find a universally applicable workload percentage to be applied per course

Appendix D

II. Benefits Eligibility, Premiums and Coverage for Academic Staff

A. Teaching Assistants and Contract Academic Staff

~~1. Teaching Assistants and contract Academic Staff receive 6% pay in lieu of benefits.~~

(1) Eligibility: Teaching Assistance and Contract Academic Staff are eligible to enrol for medical, dental, vision & extended health coverage (single or dependent, including same-sex spouse), For a fixed term of 12 months to take effect on the first day of the month following their date of employment with the University.

(2) Payment of Premiums: Teaching Assistance and Contract Academic Staff are responsible for 10% of the medical premiums, and %0 of the dental premiums. The above premiums are prorated on the same basis for

Partial-Load faculty according to the employee’s Workload percentage of Maximum Load, rounded to the next highest 25%.

May 14/20 University rejects F16A

OCADFA Monetary Proposals

F17 Jun 19/20 **Sessional faculty Course Development & Service**

16.1.1.2 When dictated by curricular need sessional faculty may have their appointment expanded to cover the development and/or modification of a course as described in 20.2.2.

16.1.1.3 Sessional faculty have historically contributed and made substantial ongoing contributions to the OCADU through teaching as well as service. Sessional faculty may be assigned service subject to the approval of the Dean of Faculty as described

20.2.2. Modifying and developing courses are part of sessional teaching and teaching related duties, and therefore are not 'work for hire' as defined in appendix E.8. Therefore, any content produced by sessional faculty in order to modify a course is their intellectual property, as described in appendix E.3, and remains theirs after the course appointment is concluded. Course appointments that require modifications prior to delivery require substantially more labour than those which do not. Sessional course development shall be considered for compensation over and above the regular compensation schedule for course assignments. Sessional course development may be considered but is not limited to:

20.2.2.1 Minor Modification: Updating a course to reflect minor changes to learning outcomes or assignments. (Dev1)

20.2.2.2 Major Modification: modifying an existing course to reflect significant changes to learning outcomes, or assignments, course level, or changes in mode of delivery. (Dev2)

20.2.2.3 Development: development of a new course. (Dev3)

20.4.2 Sessional Instructors shall have the opportunity to write to their Faculty Dean describing a proposed service opportunity. Compensation shall be in the form of a reasonable honorarium mutually agreed in advance between the Dean of Faculty and the sessional faculty member. Sessional service includes but is not limited to:

20.4.2.1 Admission interviews and portfolio review (Ser1)

20.4.2.2 Committee work, the Board of Governors, Senate and related committees, and other standing and ad hoc committees. (Ser2)

20.4.2.3 Course leadership.(Ser3)

Add the following tables to Appendix C

- 1. Remuneration
 - A. Dev1 \$1,000
 - Dev2 \$2,000
 - Dev3 \$3,000
 - Ser1 \$500
 - Ser2 \$1,000 per term
 - Ser3 \$1,000 per section

F18	26.1.1	Jun 19/20	<p>TIS course load reduction</p> <p><u>26.1.1 Effective June 30, 2019, Effective June 30th 2020</u> the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week, (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments and/or 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum) <u>until June 30th 2021.</u></p>
F19	26.2.3	Jun 19/20	<p>Formula for the allocation of TA hours.</p> <p><u>26.2.3 In each Academic semester, if the number of students registered in each of the University’s credit curriculum exceeds the following totals, as defined by level and type offered, and subject to requirements of occupancy limitations and access to equipment, fire regulations, and health and safety regulations, Faculty members will be assigned Teaching Assistant instructional support for purposes of tutorials and other forms of instruction deemed appropriate by the Faculty Member:</u></p> <p><u>26.2.3 TA’s shall meet with their supervising faculty member and develop a mutually agreeable breakdown of how their contracted hours will be used. The meeting will take place within two weeks of the start of the course or project. This document will be kept on file in the faculty office.</u></p>

Level and Type of Course	Class limit without TA support	TA support
100 level Studio	30 students/class	1 x 1.5 hours of Teaching Assistant III support for every student above 30 plus 8 hours for training per TA
200 level Studio	25 students/class	1 x 1.5 hours of Teaching Assistant III support for every student above 25 plus 8 hours for training per TA
300 level Studio	20 students/class	1 x 1.5 hours of Teaching Assistant III support for every student above 20 plus 8 hours for training per TA
400 level Studio	20 students/class	1 x 1.5 hours of Teaching Assistant III support for every student above 20 plus 8 hours for training per TA
Studio Seminars	55 students/class	1 x 2.0 hours of Teaching Assistant III support for every student above 55 (prorated) plus 8 hours for training per TA
100 level FoLASIS Courses	35 students/class	1 x 140 hours of Teaching Assistant IV support for every 35 students above 35 (prorated) plus 8 hours for training per TA

200 level FoLASIS Lectures	35 students/class	1 x 130 hours of Teaching Assistant II support for every 35 students above 35 (prorated) 8 hours for training per TA
300 level FoLASIS Lectures	30 students/class	1 x 130 hours of Teaching Assistant II support for every 30 students above 30 (prorated) 8 hours for training per TA
400 level FoLASIS Lectures	25 students/class	1 x 130 hours of Teaching Assistant II support for every 25 students above 25 (prorated) 8 hours for training per TA

F20 Appendix C & D Jun 19/20

Elimination of contract scales (ie Ac as opposed to A).

Appendix C & D. Strike all scales with the suffix 'c' ie 'Dc' 'Ac'. Move all individuals to the matching scale position without the contract suffix ie. 'Ac7' to 'A7' such movement to have no bearing on progression through the ranks, merit progress or any other factor affecting placement or movement on the scale(s).

Remove the bottom 2 steps from D scale.

F21 Appendix C & D Jun 19/20

Compensation increase including ATB.

ATB applied to all scales & rates, including professional development funds of 2.27% per year for three (3) years.

Note: Appendix C & D, any pay rates which are not reflected in these appendices are to be disclosed and reviewed for inclusion or exclusion, except where previously agreed.

3. ITEMS WITHDRAWN TO DATE

Prop	Article	Date Withdrawn	
U28	26.3	May 14/20	University Proposes: Modify Article 26.3 26.3 Disagreement with Course Load 26.3.1 Faculty who disagree with their Course Load assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a <u>final</u> determination.
U31	27.5	May 14/20	University Proposes: Modify Article 27.5 27.5 Disagreement with Workload 27.5.1 Faculty who disagree with their Workload assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a <u>final</u> determination.
U33	23.14	May 14/20	University Proposes: Modify Article 23.14 23.14 Home Faculty and Cross-Appointments 23.14.5 Faculty who are cross-appointed in relatively equal proportions to more than 1 Faculty may request a change of Home Faculty by writing to the Vice-President, Academic, who will make a <u>final</u> determination.
U43	34.2.3	May 14/20	University Proposes: Modify Article 34.2.3 34.2.3 Assignment Process for Current Academic Staff Academic staff who disagree with their Workload assignments for the following year may discuss their concerns with the Supervisor (or designate). In the event that the matter has been discussed with the Supervisor (or designate) and a satisfactory resolution has not been found, academic staff may appeal the matter in writing to the Vice-President, Academic, who will make a <u>final</u> determination.
U44	35.1.3	May 14/20	University Proposes: Modify Article 35.1.3:

35.1 Performance Reviews

35.1.3 A Technician or Academic Counsellor who disagrees with the Performance Review and/or its recommendations may discuss her/his concerns with the Supervisor and/or Manager (or designate). In the event that the matter has been discussed with the Supervisor and/or Manager (or designate) and a satisfactory resolution has not been found, the individual may appeal the matter in writing to the next level of Supervisor, who will make a final determination.

U19 15.3 Jun 10/20

University Proposes: Modify Article 15.3:

15.3 Faculty Ranks

15.3.1 All Sessional faculty shall hold the Rank of Instructor.

15.3.2 All Teaching-Intensive Stream and CLTA faculty shall hold one of the following Ranks:

- 15.3.2.1 Lecturer; or
- 15.3.2.2 Assistant Professor

15.3.3 ~~CLTA~~, Continuing, Probationary and Tenured faculty shall hold one of the following Ranks:

- 15.3.3.1 Lecturer;
- 15.3.3.2 Assistant Professor;
- 15.3.3.3 Associate Professor; or
- 15.3.3.4 Professor.