

MEMORANDUM OF AGREEMENT

Between

**Ontario College of Art & Design
University**

- and -

**Ontario College of Art & Design Faculty
Association**

Duration: July 1, 2010 to June 30, 2013

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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, which 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 CLTA;
 - 2.1.3.3 Continuing;
 - 2.1.3.4 Probationary; or
 - 2.1.3.5 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, Assistant 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 Assistant 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, Assistant Deans and the Vice-President, Academic. The Committee shall be comprised of 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, 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 reinstated 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 Academic Council

- 4.1.1 "Academic Council" is the academic body of the Ontario College of Art & Design, as defined in the *Ontario College of Art & Design Act, 2001*.

4.2 Board of Governors

- 4.2.1 "Board of Governors" is the governing body of the Ontario College of Art & Design, as defined in the *Ontario College of Art & Design Act, 2001*.

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, and Service, as well as vacation, payment for which is included in the annual salary. Employees with appointments of less 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, which 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 endorse 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.

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, 2010 to June 30, 2013, 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 any year, 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, Assistant 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”, comprised of 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”, comprised of 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 CLTA;
 - 15.1.1.3 Continuing;
 - 15.1.1.4 Probationary; or
 - 15.1.1.5 Tenured.

15.2 Partial-Load and Maximum-Load

- 15.2.1 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 CLTA, Continuing, Probationary and Tenured faculty shall hold one of the following Ranks:
- 15.3.2.1 Lecturer;
 - 15.3.2.2 Assistant Professor;
 - 15.3.2.3 Associate Professor; or
 - 15.3.2.4 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; and
 - 16.1.2.5 are normally not renewable beyond 5 years in the Faculty of Art and in the Faculty of Liberal Arts & Sciences, and fully renewable in the Faculty of Design.
- 16.1.3 In exceptional circumstances (i.e. when deemed to be of benefit to both the University and the faculty), and by mutual consent of the University and the faculty member, Sessionals hired in the Faculty of Art and in the Faculty of Liberal Arts & Sciences may be renewed for annual contracts beyond 5 years, subject to approval by OCADFA.
- 16.1.4 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.
- 16.1.5 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.

- 16.1.6 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.
- 16.1.7 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 CLTA Appointment

- 16.2.1 "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.
- 16.2.2 CLTA faculty include but are not limited to the following:
 - 16.2.2.1 replacements for Tenured faculty who are on Sabbatical, Leave of Absence, or appropriate special assignment;
 - 16.2.2.2 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;
 - 16.2.2.3 faculty on exchange from other institutions;
 - 16.2.2.4 artists-in-residence and designers-in-residence;
 - 16.2.2.5 faculty whose positions are externally-funded; and
 - 16.2.2.6 faculty hired as a result of a failed search.
- 16.2.3 CLTA faculty:
 - 16.2.3.1 normally hold the Rank of Lecturer ;
 - 16.2.3.2 are Partial-Load or Maximum-Load;
 - 16.2.3.3 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
 - 16.2.3.4 are subject to Performance Review prior to any renewal of contract.
- 16.2.4 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).
- 16.2.5 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.

16.3 Continuing Appointment

- 16.3.1 "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.
- 16.3.2 "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.

16.3.3 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.

16.3.4 Continuing faculty:

16.3.4.1 may hold the Rank of Assistant Professor, Associate Professor or Professor;

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

16.3.4.3 are hired on contracts of up to 5 years (renewable); and

16.3.4.4 are subject to the same ongoing Performance Reviews as Tenured faculty and, in particular, prior to any renewal of contract.

16.3.5 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.

16.3.6 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.

16.4 Probationary Appointment

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

16.4.2 Probationary faculty:

16.4.2.1 may be Maximum-Load or Partial-Load;

16.4.2.2 may hold the Rank of Assistant Professor, Associate Professor or Professor;

16.4.2.3 appointments shall normally be 5 years, and may be waived or reduced if warranted by the candidate's rank and experience; and

16.4.2.4 are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.

16.4.3 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.

16.5 Tenured Appointment

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

i) resignation

ii) retirement

iii) reasons of financial exigency or curricular necessity as provided for under Article 16.5.4

iv) dismissal for just cause as provided under Article 7.1.2

16.5.2 "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.

16.5.3 Tenured faculty:

16.5.3.1 may be Maximum-Load or Partial-Load;

16.5.3.2 may hold the Rank of Assistant Professor, Associate Professor or Professor; and

16.5.3.3 are subject to triennial Performance Reviews, with a comprehensive Peer

- Review every 5 years, unless extended by approved Leaves.
- 16.5.4 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 CLTA, Probationary and Tenured Faculty

18.2.1 “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 CLTA, Probationary and Tenured Faculty

18.3.1 “Maximum-Load” CLTA, Probationary and Tenured faculty carry a full Workload, which includes Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

ARTICLE 19 FACULTY COMPENSATION

19.1 Sessional Instructor

19.1.1 Sessional Instructor compensation includes:

- 19.1.1.1 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 4% pay in lieu of vacation;
- 19.1.1.3 7% pay in lieu of benefits; and
- 19.1.1.4 no access to pension, Professional Development or Sabbaticals.

19.2 CLTA Faculty

19.2.1 19.3.1 CLTA faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee’s Workload percentage of Maximum-Load) includes:

- 19.2.1.1 salary on the Lecturer, Assistant Professor, Associate Professor or Professor CLTA 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 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;
- 19.2.1.4 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 or Sabbaticals.

19.3 Continuing Faculty

19.3.1 Continuing 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 Assistant Professor, Associate Professor or Professor 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 (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;

- 19.3.1.4 4-6 weeks per year paid vacation, based on years of service;
- 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 access to Professional Development funding, except Sabbaticals.

19.4 Probationary and Tenured Faculty

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

- 19.4.1.1 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 and Sabbaticals.

19.5 Overload Rate

19.5.1 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.

19.5.2 Such overload teaching shall be compensated in accordance with the overload rate, which is equivalent to that set out in **Appendix C** for the mid Pay Rate for Sessional faculty.

19.6 Benefits and Pension Plans

19.6.1 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.

19.6.2 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**.

19.6.3 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.

19.7 Sick Leave

19.7.1 Sick Leave

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

19.7.1.2 A faculty member shall inform his/her Assistant Dean or designate of sick leave promptly and shall provide an estimate of its duration. The faculty member will be required by the Assistant 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 Assistant 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.

19.7.2 **Short-term Disability**

19.7.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization, which prevents 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.

19.7.2.2 Tenured, Probationary, Continuing, and CLTA 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.

19.7.2.2.1 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.

19.7.2.2.2 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.

19.8 **Maternity and Parental Leave**

19.8.1 **Maternity Leave**

19.8.1.1 Unpaid maternity leave is available to members of faculty as provided in the *Employment Standards Act* for a total of 17 weeks.

19.8.1.2 Faculty members seeking maternity leave must provide a medical certificate to support their request, and shall provide the Assistant 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).

19.8.1.3 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 80% 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 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.

19.8.2 Parental Leave

19.8.2.1 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.

19.8.3 Benefits while on Maternity and Parental Leave

19.8.3.1 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.

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

19.9 Paternity Leave

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

19.10 Bereavement, Compassionate Care and Personal Emergency Leave

19.10.1 Bereavement Leave

19.10.1.1 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 Assistant Dean or designate.

19.10.1.2 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 Assistant Dean or designate.

19.10.1.3 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 Assistant Dean or designate.

19.10.1.4 Approval of bereavement leave shall not be unreasonably withheld.

19.10.2 Compassionate Care Leave

19.10.2.1 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 Assistant Dean or designate with as much advance notice as is

practicable regarding a request for compassionate care leave.

19.10.2.2 Approval of compassionate leave shall not be unreasonably withheld.

19.10.3 Personal Emergency Leave

19.10.3.1 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 Assistant Dean or designate with as much advance notice as is practicable regarding a request for personal emergency leave.

19.11 Legal leave

19.11.1 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, Academic Council 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 Assistant 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 \$500.00 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 and 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, 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 and CLTA 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 and CLTA faculty members by a majority of votes of Probationary, Tenured, Continuing and CLTA 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, 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 Assistant Deans and faculty, and forward recommendations to the Academic Council, 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 19.5. 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, Assistant 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 Assistant Dean of Faculty no later than February 1. The Assistant 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 Assistant 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 Assistant 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 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 Assistant 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 CLTA, Continuing, Probationary and Tenured faculty may apply for Sessional positions when they become available, and shall be considered along with all other applicants. 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 19.5.

23.5 Hiring of CLTA Faculty

- 23.5.1 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.
- 23.5.2 The appointment process for CLTA faculty is conducted by the Dean of Faculty, or designate. Advertising may be conducted at her/his discretion.
- 23.5.3 CLTA faculty appointments are determined by a "CLTA Faculty Appointment Committee," consisting of the following:
 - 23.5.3.1 Assistant Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
 - 23.5.3.2 2 Tenured faculty selected in accordance with Article 22.1; and
 - 23.5.3.3 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).
- 23.5.4 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.
- 23.5.5 The Chair checks professional references for all new CLTA Professor appointments and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.
- 23.5.6 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.
- 23.5.7 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.5.8 Offers of employment to new CLTA faculty include the following information:

- 23.5.8.1 Home Faculty;
- 23.5.8.2 Rank;
- 23.5.8.3 percentage of Maximum-Load; and
- 23.5.8.4 salary.
- 23.5.9 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.
- 23.5.10 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.

23.6 Internal Applicants for CLTA Faculty Positions

- 23.6.1 Academic staff and Sessional 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.
- 23.6.2 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.

23.7 Hiring of New Continuing Faculty

- 23.7.1 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.
- 23.7.2 OCADFA is notified of all Continuing faculty vacancies and is provided with a copy of relevant position descriptions.
- 23.7.3 A "Continuing Faculty Search Committee" consists of the following:
 - 23.7.3.1 Dean of Faculty, or designate (Chair, non-voting);
 - 23.7.3.2 Assistant Dean (or designate);
 - 23.7.3.3 2 Tenured faculty selected in accordance with Article 22.1;
 - 23.7.3.4 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.
- 23.7.4 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.
- 23.7.5 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.
- 23.7.6 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.
- 23.7.7 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.
- 23.7.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.7.9 Offers of employment to new Continuing faculty include the following information:
 - 23.7.9.1 Home Faculty;
 - 23.7.9.2 Rank;
 - 23.7.9.3 percentage of Maximum-Load; and
 - 23.7.9.4 starting salary.

23.8 Internal Applicants for Continuing Faculty Positions

- 23.8.1 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.
- 23.8.2 Sessional faculty 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.
- 23.8.3 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.

23.9 Hiring of New Tenured Faculty

- 23.9.1 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.
- 23.9.2 OCADFA is notified of all Tenured faculty vacancies and is provided with a copy of relevant position descriptions.
- 23.9.3 A "Tenured Faculty Search Committee" consists of the following:
 - 23.9.3.1 Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
 - 23.9.3.2 Assistant Dean, or designate (voting);
 - 23.9.3.3 2 Tenured faculty selected in accordance with Article 22.1;
 - 23.9.3.4 1 student representative from the Home Faculty selected by the Chair (voting); and
 - 23.9.3.5 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).
- 23.9.4 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.
- 23.9.5 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.
- 23.9.6 The Chair (or designate) shall check a minimum of 3 professional references for the final candidate(s), and convey the results to the Committee.
- 23.9.7 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 Tenured faculty include the following information:
 - 23.9.9.1 Home Faculty;
 - 23.9.9.2 Rank;
 - 23.9.9.3 percentage of Maximum-Load;
 - 23.9.9.4 starting salary; and
 - 23.9.9.5 Probationary term as outlined in Article 16.4.

23.10 Internal Applicants for Tenured Faculty Positions

- 23.10.1 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.
- 23.10.2 Sessional, 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.
- 23.10.3 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.

23.11 Training of New Faculty

23.11.1 All new faculty, including Sessional, 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 Director, Safety & Risk Management, is mandatory for all new faculty.

23.12 Home Faculty and Cross-Appointments

23.12.1 At time of hiring, all Sessional, 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.

23.12.2 Faculty are supervised by the Dean of their Home Faculty and liaise with the Dean and/or Assistant 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.

23.12.3 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 Assistant 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.

23.12.4 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.

23.12.5 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.

23.12.6 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.

23.13 Years of Service

23.13.1 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 or CLTA faculty.

23.13.2 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 Assistant Professors and 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 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 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 Assistant 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 REVIEW OUTCOMES	CAREER/MERIT PROGRESS INCREMENTS (First Year Following Review)	CAREER/MERIT PROGRESS INCREMENTS (Second Year Following Review)	CAREER/MERIT 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 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 Assistant 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 Assistant 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 Academic Council, and a faculty member of Academic Council 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

- 24.5.5.4 have materially influenced the decision; or
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 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" required of Maximum-Load faculty per Term is normally 12 student contact hours per week for Studio courses, and 7.5 student contact hours per week for Liberal Arts & Sciences courses. 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 missions.
 - 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).
- 26.1.2 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 normally teach a maximum of 2 classes per day, scheduled with a minimum of 12 hours between classes on consecutive days.
- 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 COURSE 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 and Service.

27.2 Teaching Term Workload

- 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 | <u>3 weeks</u> |
| 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 | <u>20%</u> |
| 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

- 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) | <u>4 - 6 weeks</u> |

- 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 In addition to 4-6 weeks paid vacation, a normative full Academic Year normally consists of:
 - 27.4.1.1 Teaching & Teaching-Related Duties 40%
 - 27.4.1.2 Practice/Research 40%
 - 27.4.1.3 Service 20%
 - 27.4.1.4 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 Tenured.

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 Tenured 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 37.3.2
 - 29.4.1.2 Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.3.1.1 and 37.3.1.4 only;
 - 29.4.1.3 Teaching Assistant III (Tutorial Leader), with responsibilities as outlined in Articles 37.3.1.1 to 37.3.1.5 and Articles 37.3.1.7 to 37.3.1.8; or
 - 29.4.1.4 Teaching Assistant IV (Tutorial Leader), with responsibilities including all of 37.3.1.
 - 29.4.1.5 Teaching Assistant V (Graduate Research Assistant), with responsibilities as outlined in Article 37.3.2
- 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, Assistant 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 37.3.

- 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 less than 35 hours per week and/or less 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 no access to Professional Development funding.

31.3 Technician and Academic Counsellor - Permanent Appointment

- 31.3.1 Permanent Technician and Academic Counsellor compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes:
 - 31.3.1.1 salary on the relevant academic staff Pay Scale (see **Appendix D**);
 - 31.3.1.2 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;
 - 31.3.1.3 3-6 weeks per year paid vacation, based on years of service;
 - 31.3.1.4 access to full benefits;
 - 31.3.1.5 access to full pension contributions after one (1) year; and
 - 31.3.1.6 access to Professional Development funding.

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, which 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, which prevents 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 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 80% 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 80% 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.

32.5 Professional Development Eligibility

32.5.1 All 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, Assistant 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 Assistant 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 Assistant 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 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 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 Assistant 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 Assistant 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 salary.
- 34.5.9 In the event of a resignation, termination or approved leave less than three months prior to the start of his/her appointment, the Assistant 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, 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 Assistant 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 candidates(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 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 **Contract Technicians and Academic Counsellors:** 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 **Probationary Technicians and Academic Counsellors:** 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 **Permanent Technicians and Academic Counsellors:** 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 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, Assistant 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 maintains 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, Assistant 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, Assistant 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 maintains 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 Assistant Deans;
 - 37.4.1.2 working with Assistant 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

- 37.4.1.5 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 assistant 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

- 39.2.3.6 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 Academic Council 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 Academic Council 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 Academic Council 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 CLTA faculty;
 - 41.2.2.3 Continuing faculty, in reverse order based on years of service;
 - 41.2.2.4 Probationary faculty, in reverse order based years of service;
 - 41.2.2.5 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 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 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 Continuing and CLTA 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 Continuing or CLTA 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 28 day of MAY 2012.

ONTARIO COLLEGE OF ART & DESIGN
UNIVERSITY

Frank McMillan

[Signature]

[Signature]

DMH

[Signature]

ONTARIO COLLEGE OF ART & DESIGN
FACULTY ASSOCIATION (OCADFA)

[Signature]

[Signature]

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

The Ontario College of Art & Design, 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 College 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 College 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 College 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 24.7 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 College 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 College-wide committees or supporting specific Faculty- or College-wide events/initiatives:

Teaching = 1.5 x 40% =	0.60
Research/Practice = 0.5 x 40% =	0.20
Service = 1.0 x 20% =	<u>0.20</u>
	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 groundbreaking 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 College 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.

Implementation of Standards of Performance in Performance Reviews

It may help, at least initially, to think about the levels of performance as similar to the following grading schema:

Level I: Meets Basic Expectations	Value = 0.5
Level II: Fully Meets Expectations (This level captures the largest number of faculty and reflects a broad range of performance. It is important to point out the faculty member's strengths and weaknesses in each of the three general categories.)	Value = 1.0
Level III: Exceeds Expectations	Value = 1.5
Level IV: Significantly Exceeds Expectations	Value = 2.0

Worksheet for Tabulating Performance:

Tom Thomson	Faculty of Art	Teaching (40%)	Practice/Research (40%)	Service (20%)	Total (100%)
Performance		0.5	2.0	0.5	
Pro-rated value		0.20	0.80	0.10	1.10
Career/Merit Progress Increment					1.0

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.

3. What if a faculty member suffered a major medical or other personal setback during the evaluation period and simply could not perform up to par? Should he/she be penalized for this?

There are going to be two-year periods in a faculty member's career when they could not, for whatever reason, perform up to par. We cannot reward him/her for a performance that was not there. If the faculty member was capable of working, then the minimum level of performance should have been fulfilled. Extenuating circumstances should be noted on the record so that a marginal performance review can be placed in the proper perspective should the faculty member choose to apply for promotion of academic rank at a later date.

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

Across-the Board Wage Increases: Upon ratification, the Parties agreed upon the following across-the-board wage increases to be paid retroactively:

Sessional Faculty

ATB increases for sessional faculty as follows:

July 1, 2010	2%
July 1, 2011	2%
July 1, 2012	2%

Contractually Limited Term Appointment Faculty

ATB increases for CLTA faculty as follows:

July 1, 2010	2%
July 1, 2011	2%
July 1, 2012	2%

Tenured, Probationary and Continuing Faculty

ATB increases for tenured, probationary and continuing faculty as follows:

July 1, 2010	2%
July 1, 2011	2%
July 1, 2012	2%

A. Pay Rate for Sessional Faculty:

The following Pay Scales are for Sessional faculty.

1. Effective July 1, 2010

Level	Type	Rate
S1	Studio	3,711
S2	Studio	4,329
S3	Studio	4,947
L1	Liberal Arts & Sciences	5,566
L2	Liberal Arts & Sciences	6,494
L3	Liberal Arts & Sciences	7,421

2. Effective July 1, 2011

Level	Type	Rate
S1	Studio	3,785
S2	Studio	4,416
S3	Studio	5,046
L1	Liberal Arts & Sciences	5,677
L2	Liberal Arts & Sciences	6,624
L3	Liberal Arts & Sciences	7,569

3. Effective July 1, 2012

Level	Type	Rate
S1	Studio	3,861
S2	Studio	4,504
S3	Studio	5,147

S4	Studio	5,543
L1	Liberal Arts & Sciences	5,791
L2	Liberal Arts & Sciences	6,757
L3	Liberal Arts & Sciences	7,720

B. Pay Scales for Contractually Limited Term Appointment (CLTA) Faculty:

The following Annual Pay Scales are for Maximum-Load CLTA faculty (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

1. Effective July 1, 2010

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	45,046	Ac1	60,632	Bc1	72,759	Cc1	84,885
Lc2	46,171	Ac2	61,845	Bc2	73,970	Cc2	86,098
Lc3	47,298	Ac3	63,058	Bc3	75,184	Cc3	87,310
Lc4	48,423	Ac4	64,269	Bc4	76,397	Cc4	88,523
Lc5	49,551	Ac5	65,482	Bc5	77,608	Cc5	89,735
Lc6	50,676	Ac6	66,696	Bc6	78,822	Cc6	90,949
Lc7	51,803	Ac7	67,908	Bc7	80,034	Cc7	92,161
Lc8	52,928	Ac8	69,120	Bc8	81,247	Cc8	93,373
Lc9	54,055	Ac9	70,333	Bc9	82,459	Cc9	94,586
Lc10	55,182	Ac10	71,547	Bc10	83,672	Cc10	95,797
Lc11	56,307	Ac11	72,759	Bc11	84,885	Cc11	97,011
Lc12	57,433	Ac12	73,970	Bc12	86,098	Cc12	98,224
Lc13	58,559	Ac13	75,184	Bc13	87,310	Cc13	99,438
Lc14	59,685	Ac14	76,397	Bc14	88,523	Cc14	100,649
Lc15	60,811	Ac15	77,608	Bc15	89,735	Cc15	101,860
Lc16	61,938	Ac16	78,822	Bc16	90,949	Cc16	103,075
Lc17	63,065	Ac17	80,034	Bc17	92,161	Cc17	104,288
Lc18	64,190	Ac18	81,247	Bc18	93,373	Cc18	105,500
Lc19	65,316	Ac19	82,459	Bc19	94,586	Cc19	106,711
Lc20	66,443	Ac20	83,672	Bc20	95,797	Cc20	107,924
Lc21	67,568	Ac21	84,885	Bc21	97,011	Cc21	109,138

2. Effective July 1, 2011

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	45,947	Ac1	61,845	Bc1	74,214	Cc1	86,583
Lc2	47,094	Ac2	63,082	Bc2	75,450	Cc2	87,820
Lc3	48,244	Ac3	64,319	Bc3	76,688	Cc3	89,056
Lc4	49,391	Ac4	65,554	Bc4	77,925	Cc4	90,293
Lc5	50,542	Ac5	66,792	Bc5	79,160	Cc5	91,530
Lc6	51,690	Ac6	68,030	Bc6	80,398	Cc6	92,768
Lc7	52,839	Ac7	69,266	Bc7	81,635	Cc7	94,004
Lc8	53,987	Ac8	70,502	Bc8	82,872	Cc8	95,240
Lc9	55,136	Ac9	71,740	Bc9	84,108	Cc9	96,478

Lc10	56,286	Ac10	72,978	Bc10	85,345	Cc10	97,713
Lc11	57,433	Ac11	74,214	Bc11	86,583	Cc11	98,951
Lc12	58,582	Ac12	75,449	Bc12	87,820	Cc12	100,188
Lc13	59,730	Ac13	76,688	Bc13	89,056	Cc13	101,427
Lc14	60,879	Ac14	77,925	Bc14	90,293	Cc14	102,662
Lc15	62,027	Ac15	79,160	Bc15	91,529	Cc15	103,897
Lc16	63,177	Ac16	80,398	Bc16	92,768	Cc16	105,137
Lc17	64,326	Ac17	81,635	Bc17	94,004	Cc17	106,374
Lc18	65,474	Ac18	82,872	Bc18	95,240	Cc18	107,610
Lc19	66,622	Ac19	84,108	Bc19	96,477	Cc19	108,845
Lc20	67,772	Ac20	85,345	Bc20	97,713	Cc20	110,082
Lc21	68,919	Ac21	86,583	Bc21	98,951	Cc21	111,321

3. Effective July 1, 2012

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	46,866	Ac1	63,082	Bc1	75,698	Cc1	88,315
Lc2	48,036	Ac2	64,344	Bc2	76,959	Cc2	89,576
Lc3	49,209	Ac3	65,605	Bc3	78,222	Cc3	90,837
Lc4	50,379	Ac4	66,865	Bc4	79,484	Cc4	92,099
Lc5	51,553	Ac5	68,128	Bc5	80,743	Cc5	93,361
Lc6	52,724	Ac6	69,391	Bc6	82,006	Cc6	94,623
Lc7	53,896	Ac7	70,651	Bc7	83,268	Cc7	95,884
Lc8	55,067	Ac8	71,912	Bc8	84,529	Cc8	97,145
Lc9	56,239	Ac9	73,175	Bc9	85,790	Cc9	98,408
Lc10	57,412	Ac10	74,438	Bc10	87,052	Cc10	99,667
Lc11	58,582	Ac11	75,698	Bc11	88,315	Cc11	100,930
Lc12	59,754	Ac12	76,958	Bc12	89,576	Cc12	102,192
Lc13	60,925	Ac13	78,222	Bc13	90,837	Cc13	103,456
Lc14	62,097	Ac14	79,484	Bc14	92,099	Cc14	104,715
Lc15	63,268	Ac15	80,743	Bc15	93,360	Cc15	105,975
Lc16	64,441	Ac16	82,006	Bc16	94,623	Cc16	107,240
Lc17	65,613	Ac17	83,268	Bc17	95,884	Cc17	108,501
Lc18	66,783	Ac18	84,529	Bc18	97,145	Cc18	109,762
Lc19	67,954	Ac19	85,790	Bc19	98,407	Cc19	111,022
Lc20	69,127	Ac20	87,052	Bc20	99,667	Cc20	112,284
Lc21	70,297	Ac21	88,315	Bc21	100,930	Cc21	113,547
		Ac22	89,578	Bc22	102,193	Cc22	114,810

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, 2010

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	49,690	A1	62,113	B1	78,263	C1	94,410
L2	50,932	A2	63,354	B2	79,505	C2	95,654
L3	52,174	A3	64,598	B3	80,747	C3	96,896
L4	53,417	A4	65,839	B4	81,989	C4	98,138
L5	54,660	A5	67,081	B5	83,231	C5	99,381
L6	55,901	A6	68,325	B6	84,473	C6	100,622
L7	57,144	A7	69,567	B7	85,716	C7	101,865
L8	58,386	A8	70,807	B8	86,957	C8	103,108
L9	59,628	A9	72,049	B9	88,199	C9	104,349
L10	60,870	A10	73,293	B10	89,442	C10	105,591
L11	62,113	A11	74,537	B11	90,685	C11	106,833
L12	63,354	A12	75,777	B12	91,925	C12	108,076
L13	64,598	A13	77,019	B13	93,169	C13	109,317
L14	65,839	A14	78,263	B14	94,410	C14	110,560
L15	67,081	A15	79,505	B15	95,654	C15	111,803
L16	68,325	A16	80,747	B16	96,896	C16	113,044
L17	69,567	A17	81,989	B17	98,138	C17	114,287
L18	70,807	A18	83,231	B18	99,381	C18	115,529
L19	72,049	A19	84,473	B19	100,623	C19	116,773
L20	73,293	A20	85,716	B20	101,864	C20	118,014
L21	74,537	A21	86,957	B21	103,108	C21	119,255

2. Effective July 1, 2011

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	50,684	A1	63,355	B1	79,828	C1	96,298
L2	51,951	A2	64,621	B2	81,095	C2	97,567
L3	53,217	A3	65,890	B3	82,362	C3	98,834
L4	54,485	A4	67,156	B4	83,629	C4	100,101
L5	55,753	A5	68,423	B5	84,896	C5	101,369
L6	57,019	A6	69,692	B6	86,162	C6	102,634
L7	58,287	A7	70,958	B7	87,430	C7	103,902
L8	59,554	A8	72,223	B8	88,696	C8	105,170
L9	60,821	A9	73,490	B9	89,963	C9	106,436
L10	62,087	A10	74,759	B10	91,231	C10	107,703
L11	63,355	A11	76,028	B11	92,499	C11	108,970
L12	64,621	A12	77,293	B12	93,764	C12	110,238
L13	65,890	A13	78,559	B13	95,032	C13	111,503
L14	67,156	A14	79,828	B14	96,298	C14	112,771
L15	68,423	A15	81,095	B15	97,567	C15	114,039
L16	69,692	A16	82,362	B16	98,834	C16	115,305

L17	70,958	A17	83,629	B17	100,101	C17	116,573
L18	72,223	A18	84,896	B18	101,369	C18	117,840
L19	73,490	A19	86,162	B19	102,635	C19	119,108
L20	74,759	A20	87,430	B20	103,901	C20	120,374
L21	76,028	A21	88,696	B21	105,170	C21	121,640

3. Effective July 1, 2012

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	51,698	A1	64,622	B1	81,425	C1	98,224
L2	52,990	A2	65,913	B2	82,717	C2	99,518
L3	54,281	A3	67,208	B3	84,009	C3	100,811
L4	55,575	A4	68,499	B4	85,302	C4	102,103
L5	56,868	A5	69,791	B5	86,594	C5	103,396
L6	58,159	A6	71,086	B6	87,885	C6	104,687
L7	59,453	A7	72,377	B7	89,179	C7	105,980
L8	60,745	A8	73,667	B8	90,470	C8	107,273
L9	62,037	A9	74,960	B9	91,762	C9	108,565
L10	63,329	A10	76,254	B10	93,056	C10	109,857
L11	64,622	A11	77,549	B11	94,349	C11	111,149
L12	65,913	A12	78,839	B12	95,639	C12	112,443
L13	67,208	A13	80,130	B13	96,933	C13	113,733
L14	68,499	A14	81,425	B14	98,224	C14	115,026
L15	69,791	A15	82,717	B15	99,518	C15	116,320
L16	71,086	A16	84,009	B16	100,811	C16	117,611
L17	72,377	A17	85,302	B17	102,103	C17	118,904
L18	73,667	A18	86,594	B18	103,396	C18	120,197
L19	74,960	A19	87,885	B19	104,688	C19	121,490
L20	76,254	A20	89,179	B20	105,979	C20	122,781
L21	77,549	A21	90,470	B21	107,273	C21	124,073
		A22	91,761	B22	108,568	C22	125,364

II. Benefits Eligibility, Premiums and Coverage for Faculty

A. Sessional Faculty

1. Sessional faculty receive 7% pay in lieu of benefits.

B. CLTA, Continuing, Probationary and Tenured Faculty

1. 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 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. CLTA, Continuing, Probationary and Tenured Faculty

- 1. CLTA, Continuing, Probationary and Tenured faculty are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All 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. All contributions are vested following 12 months' participation in the pension plan.

IV. Vacation Entitlement

A. Sessional Faculty

- 1. Sessional faculty receive 4% pay in lieu of vacation.

B. CLTA Faculty

- 1. CLTA faculty are entitled to four weeks of paid vacation per year.

C. 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

Across-the Board Wage Increases: Upon ratification, the Parties agreed upon the following across-the-board wage increases to be paid retroactively:

All Classifications

ATB increases for all academic staff as follows:

July 1, 2010	2%
July 1, 2011	2%
July 1, 2012	2%

A. Pay Rate for Teaching Assistants:

1. Effective July 1, 2010

Teaching Assistant I (Undergraduate Research Assistant):	\$16.23
Teaching Assistant II (Marker/Grader):	\$22.26
Teaching Assistant III & IV (Tutorial Leader):	\$25.72
Teaching Assistant V (Graduate Research Assistant):	\$25.72

2. Effective July 1, 2011

Teaching Assistant I (Undergraduate Research Assistant):	\$16.55
Teaching Assistant II (Marker/Grader):	\$22.70
Teaching Assistant III & IV (Tutorial Leader):	\$26.24
Teaching Assistant V (Graduate Research Assistant):	\$26.24

3. Effective July 1, 2012

Teaching Assistant I (Undergraduate Research Assistant):	\$16.88
Teaching Assistant II (Marker/Grader):	\$23.16
Teaching Assistant III & IV (Tutorial Leader):	\$26.76
Teaching Assistant V (Graduate Research Assistant):	\$26.76

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, 2010

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	45,012
Dc2	46,298
Dc3	47,583
Dc4	48,868
Dc5	50,154
Dc6	51,441
Dc7	52,727
Dc8	54,012
Dc9	55,298
Dc10	56,586
Dc11	57,872
Dc12	59,157
Dc13	60,444
Dc14	61,728
Dc15	63,016
Dc16	64,301
Dc17	65,586
Dc18	66,874
Dc19	68,159
Dc20	69,445
Dc21	70,732
Dc22	74,177
Dc23	75,501
Dc24	76,827

2. Effective July 1, 2011

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	45,912
Dc2	47,224
Dc3	48,535
Dc4	49,845
Dc5	51,157
Dc6	52,470
Dc7	53,782
Dc8	55,092
Dc9	56,404
Dc10	57,718
Dc11	59,029

Dc12	60,340
Dc13	61,653
Dc14	62,963
Dc15	64,276
Dc16	65,587
Dc17	66,898
Dc18	68,211
Dc19	69,522
Dc20	70,834
Dc21	72,147
Dc22	75,661
Dc23	77,011
Dc24	78,364

3. Effective July 1, 2012

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	46,830
Dc2	48,168
Dc3	49,506
Dc4	50,842
Dc5	52,180
Dc6	53,519
Dc7	54,858
Dc8	56,194
Dc9	55,532
Dc10	58,872
Dc11	60,210
Dc12	61,547
Dc13	62,886
Dc14	64,222
Dc15	65,562
Dc16	66,899
Dc17	68,236
Dc18	69,575
Dc19	70,912
Dc20	72,251
Dc21	73,590
Dc22	77,174
Dc23	78,551
Dc24	79,931

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, 2010

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	46,110
D2	47,428
D3	48,745
D4	50,062
D5	51,379
D6	52,697
D7	54,014
D8	55,332
D9	56,650
D10	57,967
D11	59,285
D12	60,601
D13	61,919
D14	63,236
D15	64,555
D16	65,871
D17	67,188
D18	68,506
D19	69,824
D20	71,140
D21	72,460
D22	73,777
D23	75,092
D24	76,410

2. Effective July 1, 2011

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	47,032
D2	48,377
D3	49,720
D4	51,063
D5	52,407
D6	53,751
D7	55,094
D8	56,439
D9	57,783
D10	59,126
D11	60,471
D12	61,813
D13	63,157
D14	64,501
D15	65,846
D16	67,188

D17	68,532
D18	69,876
D19	71,220
D20	72,563
D21	73,909
D22	75,253
D23	76,594
D24	77,938

3. Effective July 1, 2012

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	47,973
D2	49,345
D3	50,714
D4	52,084
D5	53,455
D6	54,826
D7	56,196
D8	57,568
D9	58,939
D10	60,309
D11	61,680
D12	63,049
D13	64,420
D14	65,791
D15	67,163
D16	68,532
D17	69,903
D18	71,274
D19	72,644
D20	74,014
D21	75,387
D22	76,758
D23	78,126
D24	79,497

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. All contributions are vested following 12 months' participation in the pension plan.

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

Annual paid vacation is not accruable beyond the current year.

- 2. Probationary and Permanent Technicians and Academic Counsellors working less 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

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

Gerald Charney, Q.C.

Louisa Davie

William Kaplan

Paula Knopf

Mort Mitchnick

Kenneth Swan

Martin Teplitsky, Q.C.

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.

(h) *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.

(i) *OCADFA* means the OCAD University Faculty Association.

(j) *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.

(k) *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.

(l) *Professional Practice/Research* has the same meaning as in the MOA.

(m) *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.