

Memorandum of Agreement

Between

Ontario College of Art & Design University

And

Ontario College of Art & Design Faculty Association

Duration: July 1, 2023 to June 30, 2026

TABLE OF CONTENTS

Preamble and General Information

ARTICLE 1:	PREAMBLE	7
ARTICLE 2:	RECOGNITION AND EXCLUSIONS	8
ARTICLE 3:	MEMBERSHIP IN OCADFA	10
ARTICLE 4:	DEFINITIONS APPLYING TO ALL FACULTY AND ACADEMIC STAFF	12
ARTICLE 5:	ENDORSEMENT OF AUCC STATEMENT ON ACADEMIC FREEDOM AND INSTITUTIONAL AUTONOMY	17
ARTICLE 6:	RIGHTS AND RESPONSIBILITIES FACULTY AND ACADEMIC STAFF	17
ARTICLE 7:	RIGHTS AND RESPONSIBILITIES - MANAGEMENT	18
ARTICLE 8:	NO DISCRIMINATION	20
ARTICLE 9:	EMPLOYMENT AND EDUCATIONAL EQUITY	21
ARTICLE 10:	JOINT COMMITTEE	22
ARTICLE 11:	NEGOTIATIONS PROCESS AND DURATION OF AGREEMENT	24
ARTICLE 12:	NEGOTIATIONS MEDIATION AND ARBITRATION PROCESS	25
ARTICLE 13:	COMPLAINT, GRIEVANCE, GRIEVANCE ARBITRATION AND	

	DISMISSAL ARBITRATION PROCESS	26
ARTICLE 14:	EMPLOYEES' RIGHTS TO ACCESS PERSONNEL FILES	32
Issues and Definitions Applying to Faculty		
ARTICLE 15:	SUMMARY OF FACULTY RANKS AND APPOINTMENTS	34
ARTICLE 16:	DEFINITION OF FACULTY APPOINTMENTS	35
ARTICLE 17:	DEFINITION OF FACULTY RANKS	44
ARTICLE 18:	DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR FACULTY (EXCLUDING SESSIONAL FACULTY)	46
ARTICLE 19:	FACULTY COMPENSATION	47
ARTICLE 20:	DEFINITION OF FACULTY RESPONSIBILITIES	62
ARTICLE 21:	FACULTY PROFESSIONAL DEVELOPMENT	67
ARTICLE 22:	FACULTY REPRESENTATIVES	73
ARTICLE 23:	FACULTY APPOINTMENT AND ASSIGNMENT PROCESS	75
ARTICLE 24:	FACULTY REVIEW AND PROMOTION	95
ARTICLE 25:	FACULTY CALENDAR OF COMMITMENT (EXCLUDING SESSIONAL AND TEACHING STREAM FACULTY)	105
ARTICLE 26:	FACULTY COURSE LOAD (EXCLUDING SESSIONAL FACULTY) PRO-RATED FOR PARTIAL-LOAD	106
ARTICLE 27:	FACULTY WORK LOAD (EXCLUDING SESSIONAL FACULTY)	

	PRO-RATED FOR PARTIAL-LOAD	110
Issues and Definitions Applying to Academic Staff		
ARTICLE 28:	SUMMARY OF ACADEMIC STAFF APPOINTMENTS	116
ARTICLE 29:	DEFINITION OF ACADEMIC STAFF APPOINTMENTS	116
ARTICLE 30:	DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR ACADEMIC STAFF (EXCLUDING TEACHING/RESEARCH ASSISTANTS)	121
ARTICLE 31:	ACADEMIC STAFF COMPENSATION	121
ARTICLE 32:	ACADEMIC STAFF PROFESSIONAL DEVELOPMENT	133
ARTICLE 33:	ACADEMIC STAFF FACULTY REPRESENTATIVES	136
ARTICLE 34:	ACADEMIC STAFF APPOINTMENT AND ASSIGNMENT PROCESS	137
ARTICLE 35:	PERFORMANCE AND PEER REVIEW FOR TECHNICIANS AND ACADEMIC COUNSELLORS	147
ARTICLE 36:	ACADEMIC STAFF WORKLOAD (EXCLUDING TEACHING/RESEARCH ASSISTANTS) PRO-RATED FOR PARTIAL-LOAD	152
ARTICLE 37:	ACADEMIC STAFF RESPONSIBILITIES	153
ARTICLE 38:	ACADEMIC STAFF QUALIFICATIONS	159

Provisions for Layoff

ARTICLE 39:	LAYOFF FOR REASON OF FINANCIAL EXIGENCY	161
ARTICLE 40:	LAYOFF FOR REASON OF CURRICULAR NECESSITY	163
ARTICLE 41:	LAYOFF AND RECALL PROCESS	164
ARTICLE 42:	SEVERANCE PAY	169

Appendices

APPENDIX A:	ASSOCIATION OF UNIVERSITY AND COLLEGES OF CANADA STATEMENT ON ACADEMIC FREEDOM AND INSTITUTIONAL AUTONOMY	171
APPENDIX B:	STANDARDS OF PERFORMANCE AND CRITERIA FOR PLACEMENT & PROMOTION OF ACADEMIC RANK	175
APPENDIX C:	FACULTY COMPENSATION	184
APPENDIX D:	ACADEMIC STAFF COMPENSATION	202
APPENDIX E:	PANEL OF ARBITRATORS	215
APPENDIX F:	OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS	217
APPENDIX G:	LETTER OF UNDERSTANDING: TEACHING ASSISTANT ASSIGNMENTS	232

APPENDIX H:	LETTER OF UNDERSTANDING RE: IT TECHNICIAN JOB TITLE	234
APPENDIX I:	LETTER OF UNDERSTANDING RE: GRADUATE SUPERVISION	235
APPENDIX J:	LETTER OF UNDERSTANDING RE: INDIGENIZATION	237
APPENDIX K:	LETTER OF UNDERSTANDING RE: STUDENT EVALUATIONS	240
APPENDIX L:	LETTER OF UNDERSTANDING RE: TUITION WAIVER	242
APPENDIX M:	LETTER OF UNDERSTANDING RE: CONTINUING FACULTY	244
APPENDIX N:	LETTER OF UNDERSTANDING RE: EXPLORATION OF PENSION PLAN OPTIONS	245

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*. The Parties agree that OCAD University is institutionally committed to equity and to fostering diverse cultures and points of view in our community. The parties further agree that an active strategy to achieve representational diversity among OCAD University faculty is necessary and desirable.

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.

1.2 Land Acknowledgement

The Parties acknowledge the ancestral territories of the Mississauga of the Credit, the Haudenosaunee, the Anishinaabeg and the Huron-Wendat, who are the original owners and custodians of the land on which we live, work and create.

ARTICLE 2 RECOGNITION AND EXCLUSIONS

2.1 Recognition

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

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

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

2.1.3.1 Sessional;

2.1.3.2 Teaching Stream;

2.1.3.3 Contractually Limited Term Appointment (CLTA);

2.1.3.4 Continuing;

2.1.3.5 Probationary; or

2.1.3.6 Tenured.

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

2.1.4.1 Technicians;

2.1.4.2 Academic Counsellors;

2.1.4.3 Teaching Assistants; and

2.1.4.4 Research Assistants

2.2 Exclusions

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

2.2.1.1 Administrative Managers;

2.2.1.2 Academic Managers (while serving in this capacity);

2.2.1.3 Non-Credit Instructors;

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

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

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

2.2.2 Academic Managers

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

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

tenure.

- 2.2.2.3 Faculty and, where appropriate, other academic staff, are represented on hiring and performance assessment committees for Deans of Faculty, Associate Deans and the Vice-President, Academic & Provost. The Committee shall comprise not less than 33% faculty.
- 2.2.2.4 The hiring process for Academic Managers considers qualifications for both teaching and administrative duties.

ARTICLE 3 MEMBERSHIP IN OCADFA

3.1 Preamble

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

3.2 Requirement to Pay Dues

- 3.2.1 All faculty, whether Sessional, Teaching Stream, CLTA, Continuing, Probationary or Tenured, and all academic staff, whether Contract, Probationary or Tenured, shall be required to pay dues to OCADFA, and shall sign a letter to OCAD U acknowledging their consent to the deduction of OCADFA dues at the commencement of their employment.
- 3.2.2 The payment of dues through payroll deduction is a condition of employment for all faculty and academic staff. Termination of employment is a specific penalty for the failure to authorize the payment of dues through payroll deduction. In a case of termination of employment arising from a failure to pay dues, neither a grievance nor dismissal arbitrator or arbitration board, nor a Peer Review Appeal Committee, has the authority

to order reinstatement once it has been established that the faculty or academic staff member refused to authorize dues.

- 3.2.3 OCAD U shall, once in each month during the life of this Agreement, deduct from the salaries of all faculty and academic staff such fees, monthly dues or assessments as may be authorized from time to time by OCADFA, and certified in writing to OCAD U.
- 3.2.4 OCAD U shall indicate the amount of OCADFA deductions on T-4 slips for faculty and academic staff.
- 3.2.5 The employer shall remit the amounts deducted to OCADFA no later than fifteen (15) days after the deductions have been made, and shall inform OCADFA monthly of the names of employees from whose salaries deductions have been made, and the amounts so deducted from each employee's salary.

3.3 Membership Not Compulsory

- 3.3.1 All faculty and academic staff shall be free to be members of OCADFA or not to be members of OCADFA.
- 3.3.2 The Parties agree that no faculty or academic staff member shall be discriminated against by OCAD U or by OCADFA because of her/his choice to be or not to be a member of OCADFA.
- 3.3.3 Faculty and academic staff who wish not to become members of OCADFA, or who wish to discontinue their membership in OCADFA, must indicate this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. It is understood that in the absence of such written notification having been received by OCADFA, all faculty and academic staff shall be considered members of OCADFA. It is also understood that faculty and

academic staff who choose not to be members shall in all cases continue to pay dues.

- 3.3.4 Faculty or academic staff who have chosen not to belong to OCADFA may join or rejoin at any time by indicating this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. The faculty or academic staff member shall be re-instated as a member of OCADFA as soon as practicable after said written notification has been received by OCADFA.

3.4 Memorandum of Agreement

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

3.5 Information Sharing Between OCAD U and OCADFA

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

ARTICLE 4 DEFINITIONS APPLYING TO ALL FACULTY AND ACADEMIC STAFF

4.1 Senate

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

4.2 Board of Governors

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

4.3 Conflict of Interest and Bias

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

4.3.2 Faculty and academic staff who serve on Committees with Faculty Representation must declare to the Chair of the Committee a Conflict of Interest and/or Bias as soon as it arises.

4.3.3 Faculty and academic staff who are under consideration by Committees with Faculty Representation have the right to declare to the Chair of the Committee a belief that a member of the Committee has a Conflict of Interest and/or Bias. A declaration of Conflict of Interest and/or Bias by a faculty or academic staff member under consideration by Committees with Faculty Representation must be made as soon as it is known, and should be made in advance of the relevant Committee meeting (if notified in advance of the composition of the Committee) or at the outset of the meeting, unless the Conflict of Interest and/or Bias was not reasonably discoverable at that time.

4.3.4 The Chair of the Committee with Faculty Representation must determine if:

4.3.4.1 The Conflict of Interest and/or Bias, or perceived Conflict of Interest and/or Bias, requires disclosure to the full Committee;

4.3.4.2 The faculty or academic staff member with the Conflict of Interest and/or Bias, or perceived Conflict of Interest and/or Bias, may continue to serve on the Committee; and

4.3.4.3 Any special conditions are required to govern the faculty or academic staff member’s continued participation on the

Committee, e.g. absenting her/himself from specific discussion or decision processes.

4.4 Curricular Necessity

4.4.1 “Curricular Necessity” is a situation whereby major curricular change, such as the closing of an academic Program, is required in order for the University to meet its educational goals. Such decisions must be made in consultation with relevant faculty and academic staff, and must be approved by the appropriate University committees, including the Board of Governors.

4.5 Financial Exigency

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

4.6 Final Decision

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

4.7 Panel of Arbitrators

4.7.1 A “Panel of Arbitrators” is mutually agreed to by the Parties and listed in **Appendix E** to this Agreement. Where the terms of this Agreement provide for the selection of an arbitrator from the Panel, the Parties will attempt to agree to one of the arbitrators listed on the Panel. Failing

agreement, a member of the Panel will be chosen randomly. If that arbitrator is not available to hear the matter within a reasonable timeframe, the Parties shall re-select.

4.8 Pension Committee

- 4.8.1 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 University, as plan administrator, regarding the administration of the plan and promote awareness and understanding of the plan among University employees.
- 4.8.2 The Pension Committee shall include representative(s) appointed by OCADFA.

4.9 Quorum

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

4.10 Term and Academic Year

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

4.10.2 Academic Employment Year

The employment year shall normally be from July 1st to the subsequent June 30th, and shall include Teaching & Teaching-Related Responsibilities and Professional Practice/Research (for those who hold such

responsibilities), and Service, as well as vacation, payment for which is included in the annual salary. Employees with appointments of fewer than twelve months shall receive a portion of the annual salary pro-rated accordingly. Those employees teaching courses that fall in two academic years shall have their pay calculated in accordance with the appropriate rates in effect as of the date their courses commence.

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

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

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

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

4.11 WHMIS

4.11.1 The Workplace Hazardous Materials Information System ("WHMIS") is a government-mandated "Right-To-Know" program that requires employers to have all dangerous materials in the workplace labeled, to supply Material Safety Data Sheets, and to train workers on how-to use those materials and obtain additional information on them.

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

5.1 Endorsement

- 5.1.1 The parties agree to uphold the “Statement on Academic Freedom and Institutional Autonomy”, as adopted by the Association of Universities and Colleges of Canada (“AUCC”) on May 5, 1988, and is attached to this Agreement as **Appendix A**.
- 5.1.2 The Parties shall uphold and protect the principles of academic freedom.
- 5.1.3 Academic freedom is essential to the teaching function of the University, as well as to the creative and scholarly pursuits of the faculty, academic staff, other staff, and students. This includes a commitment to unfettered intellectual and aesthetic inquiry and judgment and to the provision of those textual, audio, and visual resources necessary to free inquiry and practice. Academic freedom includes: the right of responsible teaching from a subjective point of view; the right to freedom of creative practice or expression; and the right of dialogue, discussion, debate and criticism in the exercise of professional responsibilities including those referred to herein.

ARTICLE 6 RIGHTS AND RESPONSIBILITIES - FACULTY AND ACADEMIC STAFF

6.1 Responsibilities to Students

- 6.1.1 The Parties agree that faculty and academic staff shall deal fairly and ethically with students, make themselves accessible to students for academic and creative consultation, honour commitments to students (including, but not limited to, adhering to class schedules or posted office hours), and provide students with course outlines and other relevant

information to assist them in the successful pursuit of their studies. Faculty and academic staff shall make every effort to create an atmosphere in which students may learn and thrive.

6.2 Creative and Academic Freedom

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

6.3 Collegial Behaviour

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

ARTICLE 7 RIGHTS AND RESPONSIBILITIES - MANAGEMENT

7.1 Management Rights

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

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

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

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

- 7.1.1.4 The right to manage faculty and academic staff, to determine the number of faculty and academic staff required, except as restricted by Articles 39 and 40, to determine the initial level placement on the relevant Pay Scale for new faculty and academic staff, and to assign their scheduling and their responsibilities;
 - 7.1.1.5 The right to discipline or dismiss a faculty or academic staff member for just cause; and
 - 7.1.1.6 Generally to fulfill the University's educational mandate consistent with the provisions of the *Ontario College of Art & Design Act*.
- 7.1.2 Just cause for the dismissal of Tenured faculty and Tenured academic staff shall be based on one of the following grounds:
- 7.1.2.1 Gross misconduct, which may be found to arise from a single incident but which also may include repeated serious misconduct;
 - 7.1.2.2 Persistent failure to discharge professional responsibilities; and/or
 - 7.1.2.3 Abandonment of duties.

7.2 Consistency with the Memorandum of Agreement

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

7.3 Consultation on Curricular Decisions

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

ARTICLE 8 NO DISCRIMINATION

8.1 No Discrimination

8.1.1 The Parties agree that there shall be no discrimination against a member of faculty or academic staff on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex/pregnancy, visible and invisible disability, sexual orientation, gender identity, gender expression, age, record of offences, marital status, same-sex partnership status, family status, 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

8.1.4 It is understood and agreed that faculty and academic staff may request reasonable accommodation in the workplace for temporary or permanent disability and/or accommodation for religious observances and/or ceremony or tradition in accordance with appropriate University policies. To ensure compliance with all applicable legislation, Memorandum of Agreement provisions and University policies, the University will continue to educate and communicate to all stakeholders about their role and obligations in accordance with the University's accommodation policies and

processes.

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 that prevent racialized and Indigenous peoples, people with disabilities, women and other equity seeking and under-represented groups including LGBTTTQQI2SA, from participating fully as OCAD U students or employees.
- 9.1.2 The Parties agree that the Employment and Educational Equity Committee (EEEC) shall be maintained for the duration of the Memorandum of Agreement to review the progress made to date with employment and educational equity and to develop recommendations to further advance issues of equity. In fulfilling its mandate, the EEEEC shall consult widely with the University community.
- 9.1.3 The EEEEC 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.
- 9.1.4 The parties will collaborate, through the EEEEC, or otherwise as mutually agreed, to capture recruitment, hiring, promotion and retention data, and have the functionality to compare workforce representation to census data, by faculty, program and/or department, and type of appointment.

- 9.1.5 To build a complete understanding of attrition among equity seeking groups, the Employer will request exit interviews of any permanent faculty or staff member who identifies as being part of an equity-seeking group. People & Culture shall conduct these interviews and the member may have an OCADFA representative present. The results of such interviews will be shared with the EEEEC.
- 9.1.6 The Employer commits to providing appropriate administrative and financial resources (including training of hiring committee members in best practices in equitable hiring, and in preventing and addressing individual, institutional and systemic racism) in order to support the recruitment and retention of faculty and staff from equity seeking groups. This includes adoption of an evidence-based approach together with consideration of the recommendations of the 2017 Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty and Staff and the Task Force on Indigenous Learning.

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 Executive Director, People & Culture 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, 2023 to June 30, 2026, 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 June 30 of the year preceding the expiry of the agreement, if it wishes to negotiate changes to the Agreement for the following Academic Year(s). The Party serving Notice shall endeavour to specify the major items which it wishes to negotiate.

11.3 Negotiations

11.3.1 Representatives of the University and OCADFA shall meet within 45 calendar days of receipt of the Notice and commence to:

11.3.1.1 Negotiate in good faith; and

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

11.4 Time Limits

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

ARTICLE 12 NEGOTIATIONS MEDIATION AND ARBITRATION PROCESS

12.1 Request for Negotiations Mediation and Arbitration

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

12.2 Negotiations Mediation and Arbitration Process

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

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

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

12.2.4 If either Party does not consent to Mediation, or if the Parties fail to reach a mutually acceptable renewal Agreement through Mediation, the Negotiations Arbitrator shall hold a hearing. The Negotiations Arbitrator shall determine the manner of proceeding at the hearing but the Parties shall be entitled to present evidence and arguments with respect to any issues which remain in dispute between them.

12.2.5 Within 30 calendar days of the conclusion of the hearing, the Negotiations

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

12.2.6 The Negotiations Arbitrator has the duties and powers of an interest arbitrator or board of arbitration under section 40 of the *Labour Relations Act, 1995* and the powers of an arbitrator under the *Arbitration Act, 1991*.

12.3 Time Limits

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

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

13.1 Preamble

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

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

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

13.2 OCADFA Representation

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

13.3 Stage One: Complaint

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

13.4 Stage Two: Grievance

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

13.4.2 If OCADFA, or a member of faculty or Academic Staff, decides to lodge a Grievance, such Grievance must be delivered in writing to the Vice-President, Academic & Provost, 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 & Provost, 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 & Provost, 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 & Provost, 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 & Provost, or designate, is set out in writing and delivered to the Grievor and to OCADFA within 14 calendar days of the meeting.

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

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

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

13.5 Stage Three: Grievance Arbitration

13.5.1 In the event that a Grievance is not resolved at the Stage Two Grievance meeting, the University or OCADFA delivers written notification to the other

Party, within 21 calendar days of receipt of the decision referred to in Articles 13.4.4 or 13.4.7, if it intends to proceed to “Grievance Arbitration”.

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

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

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

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

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

13.5.7 A Grievance Arbitration Board or Grievance Arbitrator has jurisdiction to determine a Grievance remitted to it which arises under this Agreement, including any question as to whether a matter is arbitrable. A Grievance Arbitration Board or Grievance Arbitrator has all the powers of an arbitrator

under the *Arbitration Act, 1991* and under the *Labour Relations Act, 1995*.

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 & Provost, or designate, in writing within 14 calendar days of the receipt of the notice of dismissal. Within 14 calendar days of such notification, a representative of the University and the dismissed employee, or her/his designate, meet to appoint a “Dismissal Arbitration Board”, comprising three members not associated with the University, one appointed by the University, one appointed by the dismissed employee, or designate, and a third as Chair, selected by the two appointed members from the Panel as listed in **Appendix E**.

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

13.6.4 In the case of a Dismissal Arbitration Board, the University and the

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

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

13.6.6 A Dismissal Arbitration Board or Dismissal Arbitrator has the right to establish its/her/his own procedures and to require all relevant parties to make full disclosure of material facts and documents which it/she/he deems relevant. In any event, the Dismissal Arbitration Board or Dismissal Arbitrator notifies the Parties and the employee of the time and place of its hearing, and affords the Parties and the employee the right to appear in person, with or without counsel or other advisor(s). A Dismissal Arbitration Board or Dismissal Arbitrator has all the powers of an arbitrator under the *Arbitration Act, 1991* and under the *Labour Relations Act, 1995*. 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 this 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 People & Culture 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 Executive Director, People & Culture, Dean, or Supervisor, and request copies thereof;

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

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

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

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

Issues and Definitions Applying to Faculty

ARTICLE 15 SUMMARY OF FACULTY RANKS AND APPOINTMENTS

15.1 Types of Appointments

15.1.1 All faculty shall have one of the following appointments:

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

15.2 Partial-Load and Maximum-Load

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

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

15.2.2 All Continuing faculty shall be Partial-Load.

15.3 Faculty Ranks

15.3.1 All Sessional faculty shall hold the Rank of Instructor.

15.3.2 CLTA, Teaching Stream, 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, except as outlined in Articles 19.1.2, 19.1.3, and 19.1.4, 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 four (4) Studio half-credit courses or 3 Liberal Arts & Sciences half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;

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

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

16.1.3 In each Academic Year, a maximum of 30% of the University’s credit curriculum, as defined by the total number of courses offered, is normally taught by Sessional faculty. 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.

16.1.4 Sessional faculty are intended to augment, rather than replace, Tenured faculty. While Sessional faculty teach the same or similar courses as

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

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

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

16.1.6.1 Sessional faculty are eligible to apply for the Right of Reappointment for a course after having taught that course a minimum of three (3) times and having been assigned the course a fourth time over a period of the past fifteen (15) terms. In Article 16.1.6.1, a "course" refers to a specific course or a renamed, renumbered, or revised version of what is

essentially the same course. If a Sessional faculty member teaches more than one section of the same course in a term, only one section in each term shall be counted toward the satisfaction of each of these requirements.

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

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

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

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

16.1.6.2 Once a Sessional faculty member has been assigned a course for the fourth time, they are eligible to apply for the Right of Reappointment. Should the Sessional faculty member apply, the Sessional Right of Reappointments Committee shall schedule a teaching review during their next appointment to that course or as soon as is practicable thereafter. The Sessional faculty member will provide the course syllabi, an up-to-date curriculum vitae (CV), and may include other material relevant to their Teaching & Teaching-Related Responsibilities and quality of teaching. The teaching review shall include the Sessional faculty member's prior performance evaluations.

If the Sessional Right of Reappointments Committee does not or

cannot conduct this teaching review during the applicant's Fourth Course Appointment, the applicant will be granted a Right of Reappointment on a conditional basis until the Sessional Right of Reappointments Committee has completed its review.

16.1.6.3 Applications for the Right of Reappointment are submitted to the relevant Associate Dean of Faculty, for review by the Sessional Right of Reappointments Committee, as defined in Article 16.1.7. The Right of Reappointment shall be awarded to an applicant that demonstrates to the Sessional Right of Reappointments Committee that they fully meet expectations for Teaching & Teaching-Related Responsibilities in Article 20.2.1 with regard to the course(s) for which the Right of Reappointment is sought. Otherwise, the application will be unsuccessful and any conditional Right of Reappointment granted pursuant to Article 16.1.6.2 shall cease.

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

16.1.7 Sessional Right of Reappointment is determined by a Sessional Right of Reappointments Committee, consisting of the following:

16.1.7.1 Associate Dean of Faculty, or designate (Chair, voting);

16.1.7.2 2 Faculty selected in accordance with Article 22.1 (voting);

16.1.7.3 1 Program Chair or designate, who will review candidates in their program area in accordance with Articles 16.1.6.2 and 24.2.2 (voting); and

16.1.7.4 1 Representative from People & Culture as an advisor on the ROR process (non-voting).

16.2 Teaching Stream

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

16.2.2 Teaching Stream faculty:

16.2.2.1 May hold the Rank of Lecturer; Assistant Professor, Teaching Stream; Associate Professor, Teaching Stream; or Professor, Teaching Stream;

16.2.2.2 Are Partial-Load or Maximum-Load;

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

16.2.2.3.1 Where a Teaching Stream faculty member receives a third contract renewal, the third contract shall have no end date.

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

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

16.3 CLTA Appointment

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

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

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

16.3.3 CLTA faculty:

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

16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional

Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. CLTA faculty receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

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

16.4 Continuing Appointment

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

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

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

16.4.4 Continuing faculty:

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

16.4.4.2 Are Partial-Load, with a partial Workload from one course up to

and including 50% of Maximum-Load;

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

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

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

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

16.5 Probationary Appointment

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

16.5.2 Probationary faculty:

- 16.5.2.1 May be Maximum-Load or Partial-Load;
- 16.5.2.2 May hold the Rank of Assistant Professor, Associate Professor or Professor;
- 16.5.2.3 Appointments shall normally be 6 years, and may be waived or reduced if warranted by the candidate's rank and experience; and
- 16.5.2.4 Are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.

16.5.3 Any waiver or reduction of the probationary period, if warranted by the candidate's rank and experience as outlined in article 16.5.2.3, shall normally be undertaken at the time of hire and outlined in the offer of employment, with any exception subject to approval by the Vice-President, Academic & Provost.

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

16.6 Tenured Appointment

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

- 16.6.1.1 Resignation
- 16.6.1.2 Retirement
- 16.6.1.3 Reasons of financial exigency or curricular necessity as provided for under Article 16.5.4
- 16.6.1.4 Dismissal for just cause as provided under Article 7.1.2

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

16.6.3 Tenured faculty:

16.6.3.1 May be Maximum-Load or Partial-Load;

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

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

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

ARTICLE 17 DEFINITION OF FACULTY RANKS

17.1 Sessional Instructor

17.1.1 Sessional “Instructors” have the following qualifications:

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

17.1.1.2 Relevant professional practice/experience.

17.2 Lecturer

17.2.1 “Lecturers” may be:

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

- 17.2.1.2 Increasing their teaching experience at a post-secondary level; or
- 17.2.1.3 Focusing on teaching rather than professional practice/research.

17.2.2 Lecturers may apply for the Rank of Assistant Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as a Lecturer or at such time as they have completed their terminal degree (or equivalent), with the decision made via Peer Review (subject to Appeal).

17.3 Assistant Professor

17.3.1 “Assistant Professors” have the following qualifications:

- 17.3.1.1 Terminal Degree (PhD, MFA, MDes) in the relevant discipline;
- 17.3.1.2 Relevant teaching experience, preferably at the post-secondary level;
- 17.3.1.3 Relevant professional practice/experience; and
- 17.3.1.4 Exceptions may be considered for any of the above qualifications on the basis of outstanding career achievement and/or cultural and community engagement, upon the recommendation of the hiring committee.

17.3.2 Assistant Professors may apply for the Rank of Associate Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as an Assistant Professor, with the decision made via Peer Review (subject to Appeal).

17.4 Associate Professor

17.4.1 In addition to Assistant Professor qualifications, “Associate Professors” have the following qualifications:

- 17.4.1.1 Terminal degree (PhD, MFA, MDes) in the relevant discipline;
- 17.4.1.2 Minimum of 5 years relevant teaching experience, preferably at

the post-secondary level, as an Assistant Professor (or equivalent);

17.4.1.3 Record of high-quality professional practice/scholarly activity;

17.4.1.4 Record of committed Service in a post-secondary institution; and

17.4.1.5 Exceptions may be considered for any of the above qualifications on the basis of outstanding career achievement and/or cultural and community engagement on the recommendation of the hiring committee.

17.4.2 Associate Professors may apply for the Rank of Professor after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) as an Associate Professor, with the decision made via Peer Review (subject to Appeal).

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

17.5 Professor

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

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

17.5.1.2 Major regional, national and/or international recognition.

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

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

18.1 Partial-Load Continuing Faculty

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

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

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

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

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

18.3.1 “Maximum-Load” Teaching Stream, CLTA, Probationary and Tenured faculty carry a full Workload, which includes Teaching & Teaching-Related Duties, Professional Practice/Research (in the case of - Stream, if applicable) 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 (see Appendix C), with initial placement reflective of experience and career achievement;

19.1.1.2 Subsequent progress on the relevant Pay Scale, for Sessional Instructors not at the ceiling, shall represent:

19.1.1.2.1 One step upon nine (9) cumulative 0.5 credits taught;

19.1.1.2.2 One additional step upon fifteen (15) cumulative
0.5 credits taught;

19.1.1.2.3 This language comes into effect at July 1, 2025.
Teaching credits will begin accumulating as
of this date.

19.1.1.3 4% pay in lieu of vacation;

19.1.1.4 7% pay in lieu of benefits; and

19.1.1.5 No access to pension, Professional Development funding or
Sabbaticals.

19.1.2 Duties Beyond the Regular Scope of Sessional Contracts

In all cases, full-time faculty will be considered first for duties beyond the regular scope of the sessional contract. In the event that full-time faculty do not have the specific expertise or workload capacity, Sessional faculty may be appointed, through mutual agreement to the following additional duties in 19.1.2.1.

19.1.2.1 Individualized Instruction from Sessional Faculty

19.1.2.1.1 For the purpose of this article, individual instruction includes self-directed study, independent study, field placement, and supervision of graduate students.

19.1.2.1.2 Should the Chair or Graduate Program Director support the appointment of a Sessional faculty member to provide individual instruction, they will make a recommendation to the Dean of Faculty.

19.1.2.1.3 Sessional appointments to Individualized Instruction assignments are subject to the approval of the Dean of Faculty.

19.1.2.1.4 Hiring of Sessional faculty members for individual instruction is by appointment only, does not follow the regular hiring process outlined in Article 23.3, and does

not confer a Right of Reappointment.

19.1.2.1.5 Compensation for Individualized Instruction

appointments will be paid in two equal instalments, the first during the first month of the appointment, and the second following submission of final grades.

19.1.2.1.6 Sessional faculty appointed to Individualized Instruction will receive a stipend of 15% of their regular sessional rate per course.

19.1.2.1.7 Individualized Instruction from Sessional faculty does not count towards the hiring cap on Sessionals under Article 16.1.3

19.1.3 Compensation for Non-Teaching Academic Tasks

19.1.3.1 Where Sessional faculty are assigned tasks by the Dean of Faculty unrelated to individual course appointments, the task will be defined in terms of the number of hours it is expected to require. Should the Sessional faculty accept that task, they shall be compensated on an hourly basis at \$63.81.

19.1.3.2 Such Non-Teaching Academic Tasks may include serving on committees, the Joint Health and Safety Committee, or other tasks as approved by the Dean of Faculty (or designate).

19.1.4 Compensation for tasks related to course instruction which fall outside the appointment period

Sessional faculty may, from time to time, be required to perform tasks related to their course appointment(s) beyond the termination date of their appointment. Such duties may include, but are not limited to, fulfilling the needs of a students' formal accommodation, participation in student appeals, or other tasks as approved by their Dean of Faculty (or designate). In such circumstances, the Sessional faculty member and Dean of Faculty (or designate) shall agree on the number of hours

needed to fulfill the task, with compensation on an hourly basis at \$63.81.

19.2 Teaching Stream

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

- 19.2.1.1 Salary on the Lecturer or Assistant Professor Pay Scale (see **Appendix C**);
- 19.2.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.2.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental steps based on Meeting Basic Expectations as described in Article 24, 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 Access to Professional Development funding, except Sabbaticals.

19.3 CLTA Faculty

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

- 19.3.1.1 Salary on the Lecturer, Assistant Professor, Associate Professor or Professor CLTA Pay Scale (see **Appendix C**);
- 19.3.1.2 Initial placement on the relevant Pay Scale reflects experience

- and career achievement, subject to a maximum starting level;
- 19.3.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental steps based Meeting Basic Expectations as described in Article 24, and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.3.1.4 4 weeks per year paid vacation;
- 19.3.1.5 Access to full benefits;
- 19.3.1.6 Access to full pension contributions after one (1) year; and
- 19.3.1.7 No access to Professional Development funding or Sabbaticals.

19.4 Continuing Faculty

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

- 19.4.1.1 Salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
- 19.4.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.4.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental steps based on Meeting Basic Expectations as described in Article 24, and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.4.1.4 4-6 weeks per year paid vacation, based on years of service;
- 19.4.1.5 Access to full benefits;
- 19.4.1.6 Access to full pension contributions after one (1) year; and
- 19.4.1.7 Access to Professional Development funding, except

Sabbaticals.

19.5 Probationary and Tenured Faculty

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

- 19.5.1.1 Salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
- 19.5.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.5.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental -steps based on Meeting Basic Expectations as described in Article 24, and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.5.1.4 4-6 weeks per year paid vacation, based on years of service;
- 19.5.1.5 Access to full benefits;
- 19.5.1.6 Access to full pension contributions after one (1) year; and
- 19.5.1.7 Access to Professional Development funding and Sabbaticals.

19.6 Overload Rate

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

19.6.2 Such overload teaching shall be compensated in accordance with the

overload rate, which is equivalent to that set out in **Appendix C** for level Ses2 for Sessional faculty.

19.6.3 Any course that falls in two academic years shall be considered part of the faculty course load assignment in accordance with the academic year in effect as of the date the course commences.

19.6.4 For any course that falls in two academic years, pay shall be calculated in accordance with the appropriate rates in effect as of the date the course commences.

19.7 Benefits and Pension Plans

19.7.1 Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty shall be provided with benefits coverage, including medical, dental, life, accidental death and dismemberment and long-term disability insurance, as well as the opportunity to participate in the University's pension plan, as outlined in **Appendix C**. The University will endeavour to provide current information regarding details of benefits and pension plans to faculty in a timely manner.

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

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

19.8 Sick Leave

19.8.1 Sick Leave

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

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

19.8.2 Short-term Disability

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

19.8.2.2 Teaching Stream, CLTA, Continuing, Probationary and Tenured

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

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

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

19.9 Pregnancy and Parental Leave

19.9.1 Pregnancy Leave

19.9.1.1 Faculty who have been employed by the University for at least thirteen (13) weeks shall be entitled to a leave of absence without pay for pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act, 2000*. Pregnancy leave is a leave of absence for a period of up to seventeen (17) weeks by reason of the employee's pregnancy.

- 19.9.1.2 Faculty members seeking pregnancy leave must provide a medical certificate to support their request, and shall provide the Associate Dean or designate and People & Culture with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 19.9.1.3 Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act, 1996*, shall receive the following supplemental employment insurance benefits:
- 19.9.1.4 For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;
- 19.9.1.5 For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent

to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits. For Teaching Stream, CLTA and Continuing faculty, such supplemental benefits continue only to the conclusion of the employment contract (if applicable).

- 19.9.1.6 For Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty taking pregnancy leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave and shall continue to the conclusion of the employment contract (in the case of Teaching Stream, CLTA and Continuing), if sooner. Sabbatical eligibility is not affected.

19.9.2 Parental and Adoption Leave

- 19.9.2.1 Parental leave is a leave of absence for a period of up to thirty-five (35) weeks of standard leave or sixty-one (61) weeks of extended leave for a birth mother who has taken pregnancy leave and thirty-seven (37) weeks of standard leave or sixty-three (63 weeks) of extended leave for all other parents. Parental leave may begin for the birth mother as soon as the pregnancy leave ends and for the other new parents no later than seventy-eight (78) weeks after the baby is born or the date their child first came into the employee's care, custody or control.

- 19.9.2.2 Teaching Stream, CLTA, Continuing, Probationary and Tenured

faculty entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act, 1996* may receive the following supplemental insurance benefit:

- 19.9.2.3 For one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.
- 19.9.2.4 *Standard Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of eighteen (18) additional weeks or to the conclusion of the employment contract (in the case of Teaching Stream, CLTA and Continuing), if sooner, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the standard leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

19.9.2.5 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of thirty (30) additional weeks or to the conclusion of the employment contract (in the case of Teaching Stream, CLTA and Continuing), if sooner, payments equivalent to the difference between fifty-seven percent (57%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the extended leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

19.9.4 Benefits while on Pregnancy and Parental Leave

19.9.4.1 A faculty member planning to maintain their benefits while on pregnancy and/or parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the faculty member gives the University written notice that he/she chooses not to pay the employee's share of the premium cost of any benefit during a period of the pregnancy or parental leave, the University will not be required to continue its share of the premium cost and the benefit will be discontinued. A faculty member may choose to pre-pay their premiums prior to taking the leave. Enrollment in the benefits plan will be maintained until the conclusion of the employment contract (if applicable).

19.9.4.2 Years of Service shall continue during the pregnancy and/or parental leave.

19.10 Supplementary Parental Leave

19.10.1 Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 19.9 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

19.11 Bereavement, Compassionate Care and Personal Emergency Leave

19.11.1 Bereavement Leave

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

19.11.1.2 In the event of the death of a faculty member's close friend or any other relative, the faculty member will be granted one (1)

day leave of absence with pay for the purposes of bereavement. It is understood that in some circumstances one (1) day will be insufficient and additional leave may be granted at the University's discretion upon submission of a request to the Associate Dean or designate.

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

19.11.1.4 Approval of bereavement leave shall not be unreasonably withheld.

19.11.2 Compassionate Care Leave

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

19.11.2.2 Approval of compassionate leave shall not be unreasonably withheld.

19.11.3 Personal Emergency Leave

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

19.12 Legal leave

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

ARTICLE 20 DEFINITION OF FACULTY RESPONSIBILITIES

20.1 Faculty Responsibilities

20.1.1 The primary responsibility of faculty is the pursuit, production and transfer of knowledge and understanding through an appropriate combination of Teaching & Teaching-Related Responsibilities, Professional Practice/Research, and Service. The workload of the faculty member at the University involves a synergized output and balanced contributions within the following three areas of engagement as assigned by the Dean of Faculty or designate in consultation with faculty and in consideration of individual faculty expertise and University needs. During this process the Dean of faculty shall consider the unique burden carried by faculty members from equity seeking groups in both the measurement and assignment of workload. The Employer will coordinate and implement culturally-relevant support and mentorship to faculty, including sessional faculty, on an on-going basis.

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 Graduate student supervision in primary and secondary advisor capacities, serving on graduate student committees,
- 20.2.1.5 Undergraduate field study and self-directed study;
- 20.2.1.6 Writing letters of reference;
- 20.2.1.7 Participation in Home Faculty (see definition, Article 23.14) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students;
- 20.2.1.8 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;
- 20.2.1.9 Mandatory participation in health & safety, WHMIS, and first aid training; participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.10 Participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.11 Supervision, where relevant, of Teaching Assistants;
- 20.2.1.12 Upgrading of teaching skills and appropriate use of learning technologies;
- 20.2.1.13 Upgrading meeting academic and curricular requirements and deadlines; and
- 20.2.1.14 Preparing and submitting Annual Reports (except in the case of Sessional faculty)

20.3 Professional Practice/Research

The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and professional development of the Faculty member within her or his chosen discipline and to support the University's profile, its mission, and its research initiatives. In addition to scholarship, such activity shall include, creative practice (Art,

Design, Media) which contributes new knowledge that is shared within a wide community of peers. Professional Practice/Research is fundamental to a faculty member's growth and ongoing achievement as a creative practitioner and/or academic researcher. A faculty member's "Professional Practice/Research" may include, but is, not limited to, the following:

- 20.3.1.1 Art and/or design practice;
- 20.3.1.2 Original research, writing, publication and scholarship;
- 20.3.1.3 Public and commercial exhibition/presentation/performance /media activity and other forms of dissemination;
- 20.3.1.4 Curating and criticism;
- 20.3.1.5 Delivering guest/special lectures, participating in conferences, etc.;
- 20.3.1.6 Teaching at other institutions;
- 20.3.1.7 Active participation with professional bodies and other relevant organizations;
- 20.3.1.8 Serving on external boards, juries, committees, or as a thesis adviser, thesis committee member, or external examiner at universities other than OCAD U;
- 20.3.1.9 Consulting work relating to the art, design, education, private, corporate or government sectors; and
- 20.3.1.10 Supervision, where relevant, of Research Assistants.

20.4 Service

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

- 20.4.1.1 Committee work, including curriculum and new course development, the Board of Governors, Senate and related committees, and other standing and ad hoc committees;

- 20.4.1.2 Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from Home Faculty and program meetings to cross-appointed faculty from other Home Faculties;
- 20.4.1.3 Admission interviews and portfolio review;
- 20.4.1.4 Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events;
- 20.4.1.5 General student support and mentorship, advising student groups, and advising students;
- 20.4.1.6 Mentoring of junior and/or Sessional faculty;
- 20.4.1.7 Coordinating courses with multiple sections and/or cohorts;
- 20.4.1.8 Serving on Committees with Faculty Representation;
- 20.4.1.9 Assisting with community outreach, University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador;
- 20.4.1.10 OCADFA service;
- 20.4.1.11 Special assignments and administrative responsibilities;
- 20.4.1.12 Assisting with resource and facility development
- 20.4.1.13 Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser; and
- 20.4.1.14 Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.

20.5 Conflict of Commitment

- 20.5.1 Faculty members have the right to engage in external professional activities, provided that such activities are arranged so as not to conflict or interfere with the faculty member's commitment to teaching & teaching related duties, professional practice/research, and service. Further, activities of a substantial or continuing nature must be recorded in the

faculty member's Annual Report.

20.5.2 It is the responsibility of faculty to be alert to the possible effects of their external professional activities on their teaching & teaching related duties, professional practice/research, and service. In the event that participation in such external activities may conflict with their obligations to the University, the faculty member shall disclose the matter and work with their Associate Dean to either remove or manage the conflict. A written summary of the discussion, and the agreement reached to by both parties, shall be kept on file. A record shall be reflected in the Annual Report.

ARTICLE 21 FACULTY PROFESSIONAL DEVELOPMENT

21.1 Definition

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

21.2 Purpose

21.2.1 The purpose of Professional Development is:

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

21.2.2 In addition, the specific purpose of Sabbaticals is:

- 21.2.2.1 To enable faculty to devote an extended period of time to cultural

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

21.3 Professional Development Proposals

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

- 21.3.1.1 A statement regarding years of service and a summary of the faculty member's professional activities and dates of prior Professional Development activities, including Sabbaticals, if any;
- 21.3.1.2 A proposal that identifies the creative or scholarly purposes and activities of the proposed Professional Development, including Sabbaticals, its potential benefit to the faculty member and to OCAD U, and the anticipated outcome of the proposed activities;
- 21.3.1.3 A budget outlining the associated costs; and
- 21.3.1.4 Other relevant information, which may include letters of support.

21.4 Professional Development Funding, excluding Sabbaticals

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

- 21.4.1.1 Effective July 1, 2025 each Continuing, Probationary and Tenured faculty shall be entitled to be reimbursed for up to

\$1,400 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 Each Teaching Stream faculty shall be entitled to be reimbursed for up to \$750.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Teaching Stream faculty who are not full-time.

21.4.3 Eligible expenses under this Program shall be:

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

21.4.3.2 Travel to a professionally related conference or seminar;

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

21.4.3.4 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 Leaves

21.6.1 A tenured faculty member's first sabbatical will be at 90% salary.

Subsequent sabbatical salaries shall be calculated on the basis of 80 percent of the faculty salary for the academic year in which the sabbatical is taken. Sabbaticals shall be granted in accordance with Article 21.7.

21.6.2 Once approval is granted for a half-year or full-year Sabbatical, its scheduling is determined by mutual agreement of the faculty member and the Dean of Faculty. Full year sabbaticals may be scheduled in two consecutive academic years. If approval is not granted, the Vice-President, Academic & Provost shall notify the faculty member, with a copy to the Association, of their decision in writing, along with the reason(s) the Sabbatical is being denied or deferred.

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 Sabbatical in order to take a full-year Sabbatical, or
- 21.7.1.3 Served as Tenured faculty for a minimum of 3 years since their last Sabbatical in order to take a half-year Sabbatical.

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

21.7.3 With the exception of legislated leaves under the *Employment Standards Act, 2000*, Leaves of Absence or temporary reductions to workload (outlined in Article 23.2) are not included as part of the Sabbatical qualifying period.

21.7.3.1 Periods of pregnancy/parental leave and approved leaves will accrue full credit.

21.7.4 In exceptional academic circumstances, a Program may not be able, in a

given year, to accommodate all approved sabbatical leave requests of all faculty members in that Program who are entitled to such a leave. In such cases, the Dean, Program Chair and the member(s) whose leaves were approved shall attempt to work out a schedule acceptable to all parties. Where agreement cannot be reached in such a case, the sabbatical leaves shall be arranged having regard to years of service, previous access to sabbatical leave, and the operational needs of the program area(s). Any faculty member who has their sabbatical leave postponed, the member shall have priority in the next period of half-year or full-year leave.

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 & Provost, 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 Faculty members' previous Professional Development opportunities, including prior Sabbaticals (if any), which may include reports on accomplishments during such prior Professional Development;
- 21.8.2.5 Faculty members' record of Service; and
- 21.8.2.6 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 & Provost 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 & Provost within 14 calendar days following notification of the decision which the faculty member wishes to appeal.

21.10.2 The Vice-President, Academic & Provost (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 & Provost (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 & Provost (or designate) renders a Final Decision.

ARTICLE 22 FACULTY REPRESENTATIVES

22.1 Selection of Faculty Representatives

22.1.1 Probationary, Tenured, Continuing, CLTA and, Teaching Stream faculty are eligible to serve on Committees with Faculty Representation (except where specifically prohibited under this Agreement) including but not limited to the following:

22.1.1.1 Search;

22.1.1.2 Appointment;

22.1.1.3 Peer Review;

22.1.1.4 Peer Review Appeal;

22.1.1.5 Performance Review; and

22.1.1.6 Professional Development.

22.1.2 Faculty Representation

Each Dean will oversee a consultative and transparent process that respects confidentiality when required and collegiality between faculty members at the commencement of each Academic Year in order to select faculty eligible to serve on committees with Faculty Representations. Such faculty will be selected from among eligible Probationary, Tenured and Continuing, CLTA and Teaching Stream faculty members based on areas of interest, overall workload, and service requirements, while also balancing the needs of the University.

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

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

- 23.1.2.1 Current and desired balances with respect to Tenured and Continuing vs. Sessional, and Maximum-Load vs. Partial-Load faculty;
- 23.1.2.2 Expertise required;
- 23.1.2.3 Short-term and long-term curricular objectives;

- 23.1.2.4 Amount of new curriculum development required;
- 23.1.2.5 Anticipated changes to the current Faculty Complement, including Leaves of Absence, Sabbaticals and retirements; and
- 23.1.2.6 Anticipated availability of financial resources.

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

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 & Provost 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 & Provost 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 & Provost, 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, 2000*(i.e. Personal Emergency Leave)

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

23.2.1.4 Retirement: Faculty who plan to retire from the University the following Academic Year must notify the Dean of Faculty in

writing no later than October 15, unless otherwise agreed by the Employer.

23.2.2 In consultation with other Deans of Faculty and, where relevant, Associate Dean(s), each Dean of Faculty prepares Course Load and Workload assignments for the coming year. In the event of significant changes to teaching assignments and scheduling, particular emphasis is placed on timely consultation with individual faculty directly affected. The Dean of Faculty will make every effort to notify faculty no later than March 1 of their teaching assignment for the following Academic Year.

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

23.3 Hiring of Sessional Faculty

23.3.1 . The Associate Dean of Faculty, in consultation with the Program Chair or designate, shall review current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.

23.3.1.1 Sessional faculty members offered a reappointment and will have seven (7) calendar days from the date they receive their offer of a reappointment to accept that offer.

23.3.1.2 Where there are multiple sections of a course in the same term, a Sessional faculty member with the Right of Reappointment may exercise this right for a maximum of one section of that course within the term. They may be offered additional sections.

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

23.3.1.4 The University shall maintain a roster of Sessional faculty members, which shall include the following information:

23.3.1.4.1 A record of all courses taught by each Sessional faculty member;

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

23.3.1.4.3 A record of any performance evaluations.

23.3.1.5 A Sessional faculty member's Right of Reappointment shall be terminated only in the following circumstances:

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

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

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

23.3.1.5.4 The Sessional faculty member declines to participate in a teaching review; or

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

23.3.2 The appointment process for Sessional faculty is conducted by the Associate Dean of Faculty, or designate. A list of Sessional vacancies is posted on the University's website, with further external advertising for at least 3 weeks. Such advertisements shall encourage applicants who identify as members of equity seeking groups to indicate so on their application and shall include OCAD University's statement on equity and diversity.

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

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

23.3.3.2 2 Tenured/tenure-track 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 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. The Sessional Faculty Appointments Committee shall seek to interview the most diverse possible candidate pool.

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). When considering applications to sessional positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion in addition to those specific to the assignment.

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

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

23.3.8.1 Home Faculty;

23.3.8.2 Courses to be taught; and

23.3.8.3 Starting salary.

23.3.9 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than four (4) weeks prior to the scheduled first day of class, the instructor will receive a payment of two (2) week's salary for fall/winter courses (pro-rated accordingly for summer) in order to compensate for preparation time.

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

23.4 Internal Applicants for Sessional Faculty Positions

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

23.4.2 Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Sessional positions when they become available, and shall be considered along with all other applicants. Teaching Stream faculty and CLTA faculty, if successful, shall be obliged to relinquish their current positions. Continuing, Probationary and Tenured faculty, if successful, shall be paid the overload rate in accordance with Article 19.6.

23.5 Hiring of Teaching Stream Faculty

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

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

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

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

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

- 23.5.4.2 1 Tenured faculty selected in accordance with Article 22.1;
- 23.5.4.3 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and
- 23.5.4.4 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for specific expertise (voting).

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

23.5.6 The Chair checks professional references for all new Teaching Stream appointments and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.

23.5.7 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to Teaching Stream positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion together with those specific to the assignment.

23.5.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic & Provost for approval.

23.5.9 Offers of employment to new Teaching Stream faculty include the following

information:

23.5.9.1 Home Faculty;

23.5.9.2 Rank;

23.5.9.3 Percentage of Maximum-Load;

23.5.9.4 Starting salary; and

23.5.9.5 Whether Professional Practice/Research is assigned in accordance with Article 27.4.2.

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

23.5.11 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Dean or designate may appoint a Teaching Stream faculty.

23.6 Internal Applicants for Teaching-Stream Faculty Positions

23.6.1 Academic staff and faculty may apply for Teaching Stream faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions

23.7 Hiring of CLTA Faculty

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

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

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

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

23.7.3.2 1 Tenured faculty selected in accordance with Article 22.1;

23.7.3.3 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and

23.7.3.4 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for specific expertise (voting).

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

23.7.5 The Chair checks professional references for all new CLTA appointments and conveys the results to the Committee. Where relevant, the Committee reviews the applicants’ previous Annual Reports and/or Performance Reviews.

23.7.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to CLTA positions, the hiring committee shall consider an inclusive range of

qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion together with those specific to the assignment.

23.7.7 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic & Provost for approval.

23.7.8 Offers of employment to new CLTA faculty include the following information:

23.7.8.1 Home Faculty;

23.7.8.2 Rank;

23.7.8.3 Percentage of Maximum-Load; and

23.7.8.4 Starting salary.

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

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

23.8 Internal Applicants for CLTA Faculty Positions

23.8.1 Academic staff may apply for CLTA faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions.

23.8.2 Sessional and Teaching Stream faculty may apply for CLTA faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions. Should a successful Sessional applicant hold the Right of Reappointment, they shall retain that right upon the conclusion of their CLTA appointment.

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

23.9 Hiring of New Continuing Faculty

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

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

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

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

23.9.2.2 Associate Dean (or designate);

23.9.2.3 1 Tenured faculty selected in accordance with Article 22.1;

23.9.2.4 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and

23.9.2.5 1 additional internal or external faculty member may be added at the discretion of the Committee for specific expertise.

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

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

23.9.5 The Chair (or designate) shall check professional references for the final candidate(s), and convey the results to the Committee. For Continuing faculty seeking re-appointment, the Committee reviews the applicant’s previous Performance Reviews.

23.9.6 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.

23.9.7 The Committee’s recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President,

Academic & Provost for approval. When considering applications to Continuing positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity and inclusion together with those specific to the assignment.

23.9.8 Offers of employment to new Continuing faculty include the following information:

23.9.8.1 Home Faculty;

23.9.8.2 Rank;

23.9.8.3 Percentage of Maximum-Load; and

23.9.8.4 Starting salary.

23.10 Internal Applicants for Continuing Faculty Positions

23.10.1 Academic staff may apply for Continuing faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions.

23.10.2 Sessional, Teaching Stream, and CLTA faculty may apply for Continuing faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions.

23.10.3 Probationary and Tenured faculty, whether Partial-Load or Maximum-Load, may apply for Continuing faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualification. However, successful applicants shall be obliged to

relinquish their current positions.

23.11 Hiring of New Tenured Faculty

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

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

23.11.3 A “Tenured/Tenure-track Faculty Search Committee” consists of the following:

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

23.11.3.2 Associate Dean, or designate (voting);

23.11.3.3 1 Tenured faculty selected in accordance with Article 22.1;

23.11.3.4 1 Tenured/Tenure-track faculty selected in accordance with Article 22.1;

23.11.3.5 1 student representative from the Home Faculty selected by the Chair (voting); and

23.11.3.6 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for specific expertise (voting).

23.11.4 For any faculty search posted as a Tenured, rather than Tenure-track,

opportunity at any rank, Tenure-track faculty shall not serve on the relevant search committee.

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

23.11.6 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 and following the principles of diversity, equity and inclusion. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

23.11.7 The Chair (or designate) shall check a minimum of 3 professional references for the final candidate(s), and convey the results to the Committee.

23.11.8 Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.

23.11.9 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic & Provost for approval.

23.11.10 Offers of employment to new Tenured faculty include the following information:

23.11.10.1 Home Faculty;

23.11.10.2 Rank;

23.11.10.3 Percentage of Maximum-Load;

23.11.10.4 Starting salary; and

23.11.10.5 Probationary term as outlined in Article 16.5.

23.12 Internal Applicants for Tenured Faculty Positions

23.12.1 Academic staff may apply for Tenured faculty positions when they become available, and shall be reviewed by the hiring committee if they are demonstrably qualified to hold the position according to the advertised qualifications. However, successful applicants shall be obliged to relinquish their current positions.

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

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

23.13 Training and Onboarding of New Faculty

23.13.1 All new faculty, including Sessional, Teaching Stream, CLTA, Continuing, Probationary and Tenured, are required to undergo reasonable and appropriate orientation and/or teacher education workshops, according to individual needs, as mutually determined by the faculty member and the Dean of Faculty, as part of his/her Teaching and Teaching-Related responsibilities, prior to working in this capacity at the University. Participation in health and safety, WHMIS, and first aid training, as

specified by the Office of Safety & Security Services, is mandatory for all new faculty.

23.13.2 The University recognizes the essential role of proper onboarding to the successful integration of new faculty members into the university community. All appointment offers for new faculty will include information on how to access an accommodation, professional development, the Employee (and Family) Assistance Program, and where relevant how to enroll in Group Benefits and the pension plan. In the first six (6) months of non-Sessional faculty appointments, the faculty member will have an onboarding meeting with the appropriate Dean or Associate Dean of Faculty. The purpose of this meeting is to provide the new faculty member with guidance on the following:

23.13.2.1 Their responsibilities in regard to Teaching and Teaching Related Responsibilities, Professional Practice/Research, and Service as defined by Article 20, as well as the Standards of Performance as detailed in Appendix B;

23.13.2.2 Faculty review and promotion processes as defined in Article 24, including procedures for promotion of rank, the submission of annual reports, performance reviews and merit applications, and applications for tenure or permanent status where appropriate;

23.13.2.3 Any other information on the support structures and services available to the faculty member, as appropriate.

23.13.3 The University will endeavor to provide appropriate mentorship. The Hiring Committee may recommend a mentor or provide a recommendation to the Dean for a mentor to the new hire.

23.14 Home Faculty and Cross-Appointments

23.14.1 At time of hiring, all Sessional, Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty are assigned to a Home Faculty, reflecting the program(s) in which all or most of the faculty member's

Course Load will occur.

- 23.14.2 Faculty are supervised by the Dean of their Home Faculty and liaise with the Dean and/or Associate Deans of that Faculty for purposes of Workload assignments including Undergraduate and Graduate Teaching, Performance Review, applications for promotion, requests for change in Partial-Load/Maximum-Load status, etc.
- 23.14.3 In the case of faculty who are cross-appointed to other Faculties, the Dean of Faculty consults with other relevant Deans of Faculty and/or Associate Deans in preparing Workload assignments and Service obligations, and in developing recommendations to the Vice-President, Academic & Provost regarding Faculty Complement for the following Academic Year. In terms of Workload assignments and Service obligations, the Deans of Faculty will consider the particular circumstances of cross-appointed faculty.
- 23.14.4 If, over time, a faculty member's proportion of Course Load shifts from one Faculty to another, she/he may be re-assigned to another Home Faculty by the Dean of Faculty, in consultation with other relevant Dean(s) of Faculty, and with the approval of the Vice-President, Academic & Provost.
- 23.14.5 Faculty who are cross-appointed in relatively equal proportions to more than 1 Faculty may request a change of Home Faculty by writing to the Vice-President, Academic & Provost, who will make a determination.
- 23.14.6 Faculty are expected to attend all Faculty or program meetings within their Home Faculty and to assist the cross-appointed Faculty Representatives by communicating information from these meetings to cross-appointed faculty from other Home Faculties.

23.15 Years of Service

23.15.1 Years of Service are calculated for Teaching Stream, Continuing, Probationary and Tenured faculty on the basis of years of continuous service, with one year awarded per year of active employment. For the purposes of this calculation, sabbatical leaves are included, whereas full-year leaves of absence are not. Years of Service are not calculated for Sessional faculty or CLTA faculty.

23.15.2 In each Faculty, annual committee and course assignments shall be made available to all Faculty Members by February 15th of the current academic year.

ARTICLE 24 FACULTY REVIEW AND PROMOTION

24.1 Procedure for Promotion of Rank

24.1.1 Lecturers, Assistant Professors, Associate Professors are eligible to apply for promotion to the next Rank after a minimum of 3 years at maximum-load (or a minimum of five (5) years for partial-load) at their current Rank at OCAD U.

24.1.2 Candidates for promotion of Rank must submit an application in writing to the Dean of Faculty, no later than October 1 for promotion in the following Academic Year.

24.1.3 Candidates who are unsuccessful in applying for promotion of Rank may re-apply after a minimum of 2 years.

24.1.4 See Standards of Performance for Academic Ranks, attached as **Appendix B**.

24.2 Annual Reports

24.2.1 All faculty shall submit each Academic Year an “Annual Report” which summarizes the faculty member’s contributions and accomplishments in Teaching & Teaching-Related Responsibilities (as outlined in Article 20.2).

In the case of Teaching Stream faculty, the Annual Report shall also include contributions and accomplishments in Service (as outlined in Article 20.4) and in Professional Practice/Research, if applicable. In the case of CLTA, Probationary, Continuing and Tenured faculty, the Annual Report shall also include contributions and accomplishments in Professional Practice/Research and Service (as outlined in Articles 20.3 and 20.4). Receipt of such reports will be confirmed by the appropriate Home Faculty office.

24.2.2 Sessional faculty: For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments, 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 in order to review and assess overall performance, ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities, Professional Practice/Research (in the case of Teaching Stream appointments, if applicable) and Service, and to make recommendations to the Dean of Faculty regarding career progress.

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

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

24.3.4 Career progress increments shall be awarded to all non-sessional faculty members who are meeting or exceeding basic expectations and who are

not at the ceiling of that rank.

24.3.4.1 “Basic Expectations” shall include the following:

24.3.4.1.1 Submitting Annual Report;

24.3.4.1.2 Submitting course outlines to Faculty Office prior to start of semester;

24.3.4.1.3 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;

24.3.4.1.4 Reporting any absences and make-up arrangements to the Faculty Office;

24.3.4.1.5 Submitting all grades on time;

24.3.4.1.6 Fulfilling applicable faculty responsibilities as outlined in Article 20; and

24.3.4.1.7 Adhering to Responsibilities to Students, Creative and Academic Freedom, and Collegial Behaviour as listed in Article 6.

24.3.5 Materials are reviewed by the Associate Dean (or designate) who shall award a career progress increment of one (1.0) step to any faculty member meeting basic expectations which shall apply for a maximum of three (3) academic years following the review or prior to any contract renewal.

24.3.6 In the event the Associate Dean (or designate) finds a faculty member does not meet basic expectations, the Associate Dean (or designate) shall refer the matter to the Dean of Faculty for disciplinary action.

24.3.7 Faculty meeting or exceeding basic expectations are entitled to apply for a merit progress award from the merit fund. Applications for merit progress will be reviewed by a Merit Review Committee based on a maximum application period of three (3) years or prior to any contract renewal and subject to the faculty member’s performance review period.

24.3.7.1 Applications for the Merit Fund, are reviewed by a “Merit Review Committee”, consisting of the following:

- 24.3.7.2 Vice-President, Academic & Provost, or designate (Chair, non-voting);
- 24.3.7.3 All Deans of Faculty
- 24.3.7.4 Tenured faculty selected by the Chair, selected in accordance with Article 22.1, from each Faculty (for a total of 6), who are not under consideration for the Merit Fund.
- 24.3.8 The Merit Review Committee shall award merit progress increments based on each faculty member's application, subject to the merit of the application, in accordance with the standards of performance described in Appendix B and subject to the total funding available. Meritorious applications will be awarded merit increments of half step(s) (0.5) to a maximum of one (1) step. Any step shall be awarded as defined by 24.6.2 for a maximum of three (3) years. This Committee shall be responsible for maintaining consistent standards across the University.
- 24.3.9 All awarded Career/Merit Progress Increments shall be effective July 1st of the Review Year.
- 24.3.10 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.
- 24.3.11 The results of the Merit Review shall normally be communicated to the faculty member in writing no later than May 15th of the review year and shall include a brief report of the committee's findings.
- 24.3.12 In the event that a faculty member is unsuccessful in the application for a merit increase, the career progress increment shall nevertheless be awarded.
- 24.3.13 A faculty member who disagrees with the Performance Review and/or its recommendations may discuss his/her concerns with the Dean (or designate). In the event that a satisfactory resolution is not found, the faculty member may appeal the matter in writing to the Vice-President, Academic & Provost, who will make a determination.

24.4 Permanent Status Review for Teaching Stream Faculty

- 24.4.1 A Permanent Status Review will be conducted prior to 3rd contract being issued in order to make a recommendation for Permanent Status per article 16.2.2.3.1. The review will assess overall performance, ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Duties, Professional Practice/Research (if applicable) and Service as outlined in Article 20 and Appendix B.
- 24.4.2 Teaching Stream faculty will submit the materials as described in Article 24.4.5 that are required for Permanent Status Review no later than October 15th in the final year of their 2nd contract. In the event additional time is required to prepare the application for Permanent Status, a one-time extension of one (1) academic year may be granted by mutual agreement.
- 24.4.3 Materials are reviewed by the Permanent Status Review Committee, as described in Article 24.4.9, who will make its recommendation for Permanent Status to the Dean of Faculty. The Dean of Faculty will make every effort to notify candidates of the results of their application no later than March 31st.
- 24.4.4 Permanent Status shall be granted to an applicant who demonstrates to the Permanent Status Review Committee that they fully meet expectations. The criteria for assessment will be based on: Teaching & Teaching-Related Responsibilities, Professional Practice/Research (if applicable), and Service, as outlined in Article 20 and Appendix B, and will be commensurate with their Teaching Stream workload distribution in the above listed areas.
- 24.4.5 The materials for Permanent Status Review may include any or all of the following:
- 24.4.5.1 Cover letter giving a history of their work at OCAD University and their intentions for further professional development;
 - 24.4.5.2 Curriculum Vitae (C.V): including research or professional practice e.g. publications, presentations, shows, and other areas of professional output;

24.4.5.3 Teaching Dossier: may include statement of teaching philosophy, description of teaching innovations, any teaching recognitions, and documentation of 3 recent courses;

24.4.5.4 Performance Reviews for the last renewal;

24.4.5.5 A statement of service highlights;

24.4.5.6 A description of research and/or practice (if applicable);

24.4.5.7 Applicants may include other material relevant to their Teaching & Teaching-Related Responsibilities, Professional Practice/Research (if applicable), and Service, as outlined in Article 20 and Appendix B, and will be commensurate with their Teaching Stream workload distribution in the above listed areas.

24.4.6 The Chair of the Teaching Stream Permanent Status Review Committee shall, in consultation with the candidate, determine the names of three (3) mutually-agreed upon referees external to the University, of whom one (1) shall be selected by the Chair, and three (3) mutually-agreed upon referees internal to the University, of whom one (1) 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 areas of pedagogy, service and professional practice/research (if applicable), and shall be provided with the relevant sections of Appendix B to provide context in this regard.

24.4.7 The review for Permanent Status may include an interview process, which may include a public job talk focusing on member's areas of Teaching, Research and/or Professional Practice.

24.4.8 The Program Chair (or designate) shall conduct a classroom visit to inform the Permanent Status Committee's assessment of the candidates teaching.

24.4.9 The review for Permanent Status Committee consists of the following:

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

24.4.9.2 Associate Dean of Faculty (Voting);

24.4.9.3 The applicant's Program Chair. If the Program Chair has been designated as the Chair of this committee this position may be filled by one (1) Tenured or Tenure-Track faculty member selected by the Chair from the Home Faculty's Tenured/Tenure-Track faculty (Voting);

24.4.9.4 One (1) permanent Teaching Stream faculty member selected by the Chair (Voting), ideally from the home faculty. If no permanent Teaching Stream faculty member is available, this position may be filled by a Tenured or Tenure-Track Faculty member from the home faculty;

24.4.9.5 Up to one (1) additional faculty member who may be added at the discretion of the committee, for specific expertise (Voting)

24.4.10 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss their Review for Permanent Status. The results of the review for Permanent Status are communicated to the faculty member in writing following this meeting. If a Teaching Stream faculty member fails to achieve Permanent Status as a result of the Permanent Status Review, their employment will continue only to the end of the current contract.

24.5 Peer Review

24.5.1 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:

24.5.2 **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;

24.5.3 **TS, CLTA, Continuing and Tenured faculty:** For TS, CLTA, Continuing and Tenured faculty, a Peer Review is conducted to recommend promotion of Rank.

24.5.4 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:

24.5.4.1 Dean of Faculty, or designate appointed by the Vice-President, Academic & Provost (Chair, non-voting except in the case of a tie);

24.5.4.2 Associate Dean of Faculty, or designate (voting):

24.5.4.3 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

24.5.4.4 Up to 1 additional faculty member who may be added at the discretion of the Committee, for specific expertise (voting).

24.5.5 In cases of Tenure and/or Promotion of Rank, 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 candidate's 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.

24.5.6 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.

24.5.7 The Faculty Peer Review Committee shall submit its recommendations to the University Peer Review Committee. The recommendations of the University Peer Review Committee shall then be subject to approval by the President and the Board of Governors. The University Peer Review Committee consists of:

24.5.7.1 The Vic-President, Academic & Provost (Chair, voting);

24.5.7.2 The Chair of Senate; and

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

24.5.8 A faculty member who disagree with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.6)

24.6 Peer Review Appeal

24.6.1 “Peer Review Appeal” provides a mechanism to review decisions made via Peer Review which result in:

24.6.1.1 **Probationary faculty:** For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;

24.6.1.2 **TS faculty:** For TS faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank

24.6.1.3 **CLTA faculty:** For CLTA faculty, failure to recommend eligibility for renewal, or denial of promotion

24.6.1.4 **Continuing faculty:** For Continuing faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank;

24.6.1.5 **Tenured faculty:** For Tenured faculty, denial of promotion of Rank;

24.6.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” to Office of the Vice-President,

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

24.6.3 A “Peer Review Appeal Committee” consists of the following:

24.6.3.1 Vice-President, Academic & Provost, or designate with approval of the President (Chair, non-voting);

24.6.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic & Provost;

24.6.3.3 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

24.6.3.4 1 Tenured faculty member selected by the candidate.

24.6.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by the Office of the Vice-President, Academic & Provost and to communicate the Committee’s decision in writing to the faculty member in a timely manner.

24.6.5 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:

24.6.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;

24.6.5.2 There has been Bias or motive on the part of a committee member;

24.6.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or

24.6.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the

standards applied since ratification.

ARTICLE 25 FACULTY CALENDAR OF COMMITMENT (EXCLUDING SESSIONAL AND TEACHING STREAM FACULTY)

25.1 Partial-Load CLTA, Continuing, Probationary and Tenured Faculty

25.1.1 Partial-Load CLTA, Continuing, Probationary and Tenured faculty normally have 2 Teaching Terms and 1 Practice/Research Term per Academic Year.

25.1.2 Teaching Workload is normally distributed evenly between the 2 Teaching Terms.

25.1.3 By mutual consent of the faculty member and the Dean of Faculty, up to the full Teaching Workload could occur in 1 Term, provided that the total Teaching Workload per Term does not exceed Maximum-Load.

25.1.4 The Practice/Research Term includes Vacation time and a limited amount of Service.

25.1.5 In exceptional circumstances (i.e. when agreed to be of benefit to both the university and the faculty), and by mutual consent of the University and the faculty member, a Partial-Load faculty member's annual Teaching Workload may be distributed over all 3 Terms.

25.2 Maximum-Load CLTA, Probationary and Tenured Faculty

25.2.1 Maximum-Load CLTA, Probationary and Tenured faculty have 2 Teaching Terms and 1 Practice/Research Term per Academic Year.

25.2.2 Teaching Workload is normally distributed evenly between the 2 Teaching Terms.

25.2.3 By mutual consent of the faculty member and the Dean of Faculty, a larger percentage of Teaching Workload may occur in 1 Term, provided that the total Teaching Workload per Academic Year does not exceed Maximum-Load

25.2.4 The Practice/Research Term includes Vacation time and a limited amount of Service.

25.2.5 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the faculty), and by mutual consent of the University and the faculty member, annual Teaching Workload may be distributed over all 3 Terms.

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

26.1 Definition of Course Load

26.1.1 The “Course Load” (averaged over the academic year) required of Maximum-Load faculty per Term is normally 12 student contact hours per week for Studio courses (15 student contact hours per week for Teaching Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching Stream appointments). Individual course loads may vary as assignment by the Dean of Faculty or designate. Such course load assignment will be made in consultation with individual faculty in consideration of all areas of faculty responsibility as they contribute to the University and its mission.

26.1.1.1 Effective July 1, 2008, the course load required of Maximum Load faculty per term is normally 13.5 student contact hours per week for Studio courses (averaged over the academic year), and 9 student contact hours per week for Liberal Arts & Sciences courses. Effective July 1, 2009, the course load required of Maximum Load faculty per term is normally 12 student contact hours per week for Studio courses (averaged over the academic year), and 7.5 student contact hours per week for Liberal Arts & Sciences courses. It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional

maximum).

26.1.1.2 Effective July 1, 2015, the “Course load” (averaged over the academic year) required of Maximum Load faculty per term is normally 10.5 student contact hours per week for Studio courses (15 student contact hours per week for Teaching Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.3 Effective July 1, 2017, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 10.5 student contact hours per week for Studio courses (13.5 student contact hours per week for Teaching Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.1.4 Effective July 1, 2018, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 9 student contact hours per week for Studio courses (12 student contact hours per week for Teaching Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per

week for Teaching Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

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

26.1.1.6 Effective July 1, 2025, the “Course load” (averaged over the academic year) required of a Maximum Load Faculty per term is normally 7.5 student contact hours per week and 9 student contact hours per week for Teaching Stream appointments. It is understood that Sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.2 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 Research-related responsibilities, including supervision of Research Assistants (except in the case of Teaching Stream faculty, if applicable), subject to approval of Dean of Faculty;
- 26.2.1.7 Whether or not courses are new;
- 26.2.1.8 Number of different courses per Term (vs. multiple sections of the same course);
- 26.2.1.9 Other unusual expectations re. Service (e.g. special projects or assignments); and
- 26.2.1.10 Cross-appointments with other Faculties.

26.2.2 Faculty (except in the case of Teaching Stream faculty) normally teach a maximum of 2 classes per day, scheduled with a minimum of 12 hours between classes on consecutive days. Teaching Stream faculty normally teach a maximum of six (6) hours per day.

26.2.3 While the necessity to provide suitable scheduling and breadth of academic offerings may require year to year course changes, the Deans of Faculty shall make every effort to ensure that these changes are reasonable, and to distribute them equitably.

26.3 Disagreement with Course Load

26.3.1 Faculty who disagree with their Course Load assignments for the following

year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic & Provost, who will make a determination.

26.3.2 There shall be no expectation of faculty to use Sabbaticals for purposes of developing new courses, and new courses will not normally be assigned for the first term following a sabbaticant's return.

ARTICLE 27 FACULTY WORK LOAD (EXCLUDING SESSIONAL FACULTY) PRO- RATED FOR PARTIAL-LOAD

27.1 Definition of Workload

27.1.1 "Workload" includes a combination of Teaching & Teaching-Related Duties, Professional Practice/Research (in the case of Teaching Stream faculty, if applicable) and Service.

27.2 Teaching Term Workload (excluding Teaching Stream faculty)

27.2.1 A "Teaching Term" normally consists of:

27.2.1.1	Teaching & Teaching-Related Duties,	
27.2.1.2	Practice/Research, Service	14 weeks
27.2.1.3	Teaching-Related Duties; Practice/Research, Service	3 weeks
27.2.1.4	Total	17 weeks

27.2.2 In each Teaching Term, Workload is based on a full-time commitment for 17 weeks, with the following approximate breakdown:

27.2.2.1	Teaching & Teaching-Related Duties	60%
27.2.2.2	Practice/Research	20%
27.2.2.3	Service	20%
27.2.2.4	Total	100%

27.2.3 While acknowledging the difficulty of scheduling meetings and other Service-related activities at times mutually agreeable to all participants, every effort is made to ensure that Teaching & Teaching-Related Duties and Service are confined to 4 days per week.

27.2.4 With permission from the Dean of Faculty or Vice-President, Academic & Provost, faculty may receive course-release time during a Teaching Term, in order to pursue special projects or assignments.

27.3 Practice/Research Term Workload (excluding Teaching Stream faculty)

27.3.1 A "Practice/Research Term" normally consists of:

27.3.1.1	Practice/Research (plus limited Service)	11 -13 weeks
27.3.1.2	Vacation (based on years of service)	4 - 6 weeks
27.3.1.3	Total	17 weeks

27.3.2 During a Practice/Research Term, faculty are expected to provide 55-65 hours of Service (based on 11-13 wks x 5 hrs/wk).

27.3.3 With permission from the Dean of Faculty or Vice-President, Academic & Provost, faculty may perform the Service component of their Practice/Research Term during the previous or subsequent Teaching Terms, in order to travel and/or devote themselves to intensive projects.

27.4 Academic Year Workload

27.4.1 For Teaching Stream faculty, in addition to 4 weeks paid vacation, the normative full Academic Year normally consists of:

27.4.1.1	Teaching & Teaching-Related Duties	70%
27.4.1.2	Service	30%
27.4.1.3	Total	100%

27.4.2 An individual in receipt of an offer of a Teaching Stream appointment who is actively engaged in a program of Professional Practice/Research may request that the Dean of Faculty make an assignment by contract of 10% Practice/Research and 20% Service.

27.4.3 Teaching Stream faculty's Service responsibilities are subject to approval by the Dean of Faculty (or designate).

27.4.4 For CLTA, Continuing, Probationary and Tenured faculty, in addition to 4-6 weeks paid vacation, a normative full Academic Year normally consists of:

27.4.4.1	Teaching & Teaching-Related Duties	40%
27.4.4.2	Practice/Research	40%
27.4.4.3	Service	20%
27.4.4.4	Total	100%

27.5 Disagreement with Workload

27.5.1 Faculty who disagree with their Workload assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic & Provost, who will make a determination.

27.6 Workload Adjustment

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

ongoing. OCADFA will be notified of any such workload adjustment.

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

27.7 Program Chairs and Graduate Program Directors

GPDs (for programs with 100 or fewer students)

27.7.1 Recognition of the changes in workload and administrative responsibilities of Graduate Program Directors shall be in the form of the following:

27.7.1.1 An annual stipend of a minimum of \$4,000 in addition to regular salary, less statutory deductions, paid out equally over each academic year;

27.7.1.2 An administrative release from a minimum of two (2) 0.5 credit undergraduate and/or graduate courses per academic year;

27.7.1.3 An allowance of \$2,000 to support professional development, travel or research in addition to the established faculty professional development in Article 21.4.

27.7.1.4 An additional administrative release one (1) 0.5 credit undergraduate and/or graduate courses per each 3-year term in an Academic Administrative Appointment, to be used in the academic year following the conclusion of the appointment in a term of the faculty's choosing.

GPDs (for programs with more than 100 students)

27.7.2 Recognition of the changes in workload and administrative responsibilities of Graduate Program Directors shall be in the form of the following:

27.7.2.1 An annual stipend of a minimum of \$5,500 in addition to regular salary, less statutory deductions, paid out equally over each academic year;

27.7.2.2 An administrative release from a minimum of two (2) 0.5 credit

- undergraduate and/or graduate courses per academic year;
- 27.7.2.3 An annual stipend of \$2,000 to support professional development, travel or research, in addition to the established faculty professional development in Article 21.4.
- 27.7.2.4 An additional administrative release one (1) 0.5 credit undergraduate and/or graduate courses per each 3-year term in an Academic Administrative Appointment, to be used in the academic year following the conclusion of the appointment in a term of the faculty's choosing.

CHAIRS (for programs with 500 or fewer students)

27.7.3 Recognition of the changes in workload and administrative responsibilities of Chairs and Associate Chairs shall be in the form of the following:

- 27.7.3.1 An annual stipend of a minimum of \$8,000 in addition to regular salary, less statutory deductions paid out equally over each academic year;
- 27.7.3.2 An administrative release from a minimum of two (2) 0.5 credit undergraduate and/or graduate courses per academic year;
- 27.7.3.3 An additional administrative release one (1) 0.5 credit undergraduate and/or graduate courses per each 3-year term in an Academic Administrative Appointment, to be used in the academic year following the conclusion of the appointment in a term of the faculty's choosing;
- 27.7.3.4 An annual stipend of \$1,000 to support professional development, in addition to the established faculty professional development in Article 21.4.

CHAIRS (for programs with more than 500 students)

27.7.4 Recognition of the changes in workload and administrative responsibilities of Chairs and Associate Chairs shall be in the form of the following:

- 27.7.4.1 An annual stipend of a minimum of \$10,000 in addition to regular salary, less statutory deductions paid out equally over each

academic year;

27.7.4.2 An administrative release from a minimum of three (3) 0.5 credit undergraduate and/or graduate courses per academic year;

27.7.4.3 An additional administrative release one (1) 0.5 credit undergraduate and/or graduate courses per each 3-year term in an Academic Administrative Appointment, to be used in the academic year following the conclusion of the appointment in a term of the faculty's choosing;

27.7.4.4 An annual stipend of \$1,000 to support professional development, in addition to the established faculty professional development in Article 21.4.

27.7.5 All arrangements made under the provisions of Article 27.7 shall be described in a written agreement and copied to the Association.

27.7.6 Faculty holding an Administrative Appointment may request a formal Workload Adjustment under Article 27.6. Such adjustment shall normally be for the duration of the Administrative Appointment.

Issues and Definitions Applying to Academic Staff

ARTICLE 28 SUMMARY OF ACADEMIC STAFF APPOINTMENTS

28.1 Types of Appointments

28.1.1 All Technicians and Academic Counsellors shall have one of the following appointments:

28.1.1.1 Contract;

28.1.1.2 Probationary; or

28.1.1.3 Permanent.

28.2 Partial-Load and Maximum-Load

28.2.1 All Technicians and Academic Counsellors shall be either:

28.2.1.1 Partial-Load; or

28.2.1.2 Maximum-Load.

28.3 Teaching/Research Assistant

28.3.1 All Teaching/Research Assistants shall have the following appointment:

28.3.1.1 Contract.

ARTICLE 29 DEFINITION OF ACADEMIC STAFF APPOINTMENTS

29.1 Technician and Academic Counsellor - Contract Appointment

29.1.1 “Contract” Technicians and “Contract” Academic Counsellors are hired on a fixed-term contract, based on a specified number of weeks, and specified hours per week up to and including 35.

29.1.2 Contract Technicians and Contract Academic Counsellors:

29.1.2.1 Have no job security beyond the current contract; and

29.1.2.2 Are subject to Performance Review prior to any renewal of contract

29.1.2.3 Are normally not renewable beyond 3 years.

29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the academic staff member), and by mutual consent of the University and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.

29.1.4 In each Academic Year, a maximum of 30% of technician and academic counsellor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.

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

29.2 Technician and Academic Counsellor - Probationary Appointment

29.2.1 “Probationary” Technicians and Academic Counsellors are working towards tenured status.

29.2.2 Probationary Technicians and Academic Counsellors:

29.2.2.1 May be Maximum-Load or Partial-Load;

29.2.2.2 Are hired for a maximum of 1 year (if Maximum-Load) or 2 years (if Partial-Load), unless extended by approved Leaves, after which the appointment must be terminated or become Tenured; and

29.2.2.3 Are subject to Performance Reviews after 1 year and/or Peer Review prior to awarding of Permanent status.

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

29.3 Technician and Academic Counsellor - Permanent Appointment

29.3.1 “Permanent” Technicians and Academic Counsellors have successfully completed a Probationary period and, through a Peer Review process, have been awarded Permanent status.

29.3.2 Permanent Technicians and Academic Counsellors:

29.3.2.1 May be Maximum-Load or Partial-Load;

29.3.2.2 Are subject to annual Performance Reviews, with comprehensive Peer Reviews every 5 years, unless extended by approved Leaves; and

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

29.4 Teaching/Research Assistant - Contract Appointment

29.4.1 All Teaching/Research Assistantships shall fall into one of the following categories:

29.4.1.1 Undergraduate Research Assistant, with responsibilities outlined in Article 37.4.2

29.4.1.2 Marker/Grader, with responsibilities limited to those outlined in Articles 37.4.1.1 and 37.4.1.4 only;

29.4.1.3 Tutorial Leader, with responsibilities including all of 37.4.1.

29.4.1.4 Graduate Research Assistant, with responsibilities as outlined in Article 37.4.2

29.4.2 Teaching/Research Assistants are hired on fixed-term annual contracts, based on a specified number of hours per Term as determined by the Dean, Associate Dean and/or supervising faculty member based on the particular needs and format of the course or research project, and set out in writing in advance of the appointment.

29.4.3 Teaching/Research Assistants:

29.4.3.1 Have no job security beyond the current contract;

29.4.3.2 Are subject to Performance Review prior to any renewal of contract; and

29.4.3.3 Are normally not renewable beyond 3 years.

29.4.3.3.1 Current graduate students at the University will be given priority consideration for all Teaching/Research Assistant positions, with the highest priority given to those not currently holding any other TA/RA positions at the University.

29.4.4 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the Teaching Assistant), a Teaching/Research Assistant who is also a current OCAD U student may be renewed beyond the initial 3 years, subject to approval by the Dean of Faculty or designate.

29.4.5 Teaching/Research Assistants are intended to assist, rather than replace, faculty in the delivery of curriculum or carrying out research activities. Because Teaching/Research Assistants are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive

additional pay in lieu of benefits. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Teaching/Research Assistants, and to ensure that increased expectations for Teaching/Research Assistants are not made beyond those outlined in Article 37.4.

29.4.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or termination of contract for enrolment funding or other operational reasons. In the event his/her appointment is cancelled less than one week prior to the scheduled first day of class, a Teaching Assistant will receive a payment of one week's salary.

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

29.4.8 Teaching Assistantships will be assigned in accordance with the criteria set out in Letter of Understanding: regarding TA Assignments (**Appendix G**). All duties and responsibilities shall be in accordance with those outlined in Article 37.4.

29.5 Externally Funded Academic Counsellors

29.5.1 "Externally funded" Academic Counsellors are probationary or permanent Academic Counsellors as defined above in Articles 29.2 or 29.3, where

more than 40% of the salary of the appointee is paid from a funding source external to the University, and not from the University's operating budget. Notwithstanding those Articles, should the funding for such an appointment cease, the appointment shall terminate at the end of the academic year. Such termination shall not be characterized as dismissal as a result of Performance Review, or dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Redundancy as defined in this agreement.

ARTICLE 30 DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR ACADEMIC STAFF (EXCLUDING TEACHING ASSISTANTS)

30.1 Maximum-Load

30.1.1 Maximum-Load Technicians and Academic Counsellors carry a full Workload of 35 hours per week, 52 weeks per year

30.2 Partial-Load

30.2.1 Partial-Load Technicians and Academic Counsellors carry a partial Workload which is fewer than 35 hours per week and/or fewer than 52 weeks per year.

ARTICLE 31 ACADEMIC STAFF COMPENSATION

31.1 Technician and Academic Counsellor - Contract Appointment

31.1.1 Contract Technician and Contract Academic Counsellor compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes:

- 31.1.1.1 Salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.1.1.2 Placement on this Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 31.1.1.3 4% pay in lieu of vacation;
- 31.1.1.4 6% pay in lieu of benefits; and
- 31.1.1.5 No access to pension or Professional Development.

31.2 Technician and Academic Counsellor - Probationary Appointment

31.2.1 Probationary Technician and Probationary Academic Counsellor compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes:

- 31.2.1.1 Salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.2.1.2 Placement on the Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 31.2.1.3 3 weeks per year paid vacation, based on years of service;
- 31.2.1.4 Access to full benefits;
- 31.2.1.5 Access to full pension contributions after one (1) year; and
- 31.2.1.6 Access to Professional Development funding.

31.2.2 Probationary Technicians and Probationary Academic Counsellors may elect to continue enrollment in the University's insured benefit plans (with the exception of Long-term disability benefits) for up to four (4) months following layoff by the University, provided the employee continues to pay his/her portion of the premium costs.

31.3 Technician and Academic Counsellor - Permanent Appointment

31.3.1 Permanent Technician and Academic Counsellor Compensation (all pro-rated for Partial-Load, according to the employee's Workload percentage of Maximum-Load) includes: Salary on the relevant academic staff Pay Scale (see **Appendix D**);

- 31.3.1.1 Progress on the Pay Scale reflects a combination of annual incremental steps based on Career Progress (years of service), and discretionary incremental steps based on Merit Progress;
- 31.3.1.2 3-6 weeks per year paid vacation, based on years of service;
- 31.3.1.3 Access to full benefits;
- 31.3.1.4 Access to full pension contributions after one (1) year; and

31.3.1.5 Access to Professional Development funding.

31.3.2 Permanent Technicians and Permanent Academic Counsellors may elect to continue enrollment in the University's insured benefit plans (with the exception of Long-term disability benefits) for up to four (4) months following layoff by the University, provided the employee continues to pay his/her portion of the premium costs.

31.4 Teaching/Research Assistant - Contract Appointment

31.4.1 Teaching/Research Assistant compensation includes:

- 31.4.1.1 Hourly pay at the appropriate Teaching/Research Assistant Pay rate (see **Appendix D**);
- 31.4.1.2 4% pay in lieu of vacation;
- 31.4.1.3 6% pay in lieu of benefits; and
- 31.4.1.4 No access to pension or Professional Development funding.

31.5 Benefits and Pension Plans

31.5.1 Probationary and Permanent Technicians and Academic Counsellors shall be provided with benefits coverage, including medical, dental, life, accidental death and dismemberment and long-term disability insurance, as well as the opportunity to participate in the University's pension plan, as outlined in **Appendix D**.

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

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

31.6 Sick Leave

31.6.1 Sick Leave

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

31.6.1.2 An academic staff member shall inform his/her Supervisor or designate of sick leave promptly, and shall provide an estimate of its duration. The academic staff member will be required by the Supervisor or designate to provide satisfactory proof of illness or disability for any absence of more than seven (7) calendar days. This requirement may be waived at the discretion of the university. Such proof shall be in the form of a medical certificate from a duly qualified medical practitioner. Notwithstanding this provision, the Supervisor or designate may, at his/her discretion, require the academic staff member to provide a medical certificate for a period of absence of seven (7) calendar days or less.

31.6.2 Short-term Disability

31.6.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization that prevent the academic staff member from performing his/her duties. Academic staff qualify for short-term disability as of the first (1st) day of hospitalization or accident or the eighth (8th) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to

seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.

- 31.6.2.2 Permanent and Probationary Technicians, and Permanent and Probationary Academic Counsellors who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.
- 31.6.2.3 For those enrolled in the group benefits plan at the time of illness, the University shall continue to pay its portion of benefits premiums for short-term disability up to seventeen weeks, with contributions to the University's pension plan adjusted according to salary.
- 31.6.2.4 In the event the absence extends beyond seventeen weeks, payment of regular salary and the payment of benefits premiums shall cease and application should be made for benefits under the Long-term Disability plan. Individuals may choose to continue benefit coverage beyond the seventeen-week short-term disability period by paying the full cost of such premiums.

31.6.3 Occasional Sick Leave

- 31.6.3.1 Technicians and Academic Counsellors who have completed their probationary period are entitled to up to ten days off with pay per annum (pro-rated for less than Maximum-Load) when they are unable to attend work for medical reasons. They shall accumulate ten (10) sick leave credits per year of active

employment (pro-rated for less than Maximum-Load) to be used for this purpose. Such credits are not accrued beyond the current academic year.

31.6.4 Leave for Care of Dependent

31.6.4.1 Technicians and Academic Counsellors who have completed their probationary period are entitled to up to five (5) days per annum off with pay (pro-rated for less than Maximum-Load) when an employee is unable to attend work due to the serious illness or incapacity of a dependent person living in the employee's home. Such time shall be deducted from the employee's annual sick leave credits.

31.7 Pregnancy and Parental Leave

31.7.1 Pregnancy Leave

31.7.1.1 Academic staff who have been employed by the University for at least thirteen (13) weeks shall be entitled to a leave of absence without pay for pregnancy and/or parental leave in accordance with the provisions of the *Employment Standards Act, 1996*. Pregnancy leave is a leave of absence for a period of up to seventeen (17) weeks by reason of the employee's pregnancy.

31.7.1.2 Academic staff seeking pregnancy leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and People & Culture 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 and Academic Counsellors entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act, 1996*, shall receive the following supplemental employment insurance benefits:
- 31.7.1.4 For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;
- 31.7.1.5 For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment

insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits.

- 31.7.1.6 For Probationary and Permanent Technicians and Academic Counsellors taking pregnancy leave of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.

31.7.2 Parental and Adoption Leave

- 31.7.2.1 Parental leave is a leave of absence for a period of up to thirty-five (35) weeks of standard leave or sixty-one (61) weeks of extended leave for the birth mother who has taken pregnancy leave of thirty-seven (37) weeks of standard leave or sixty-three (63) weeks of extended leave for all other parents. Parental leave may begin for the birth mother as soon as the pregnancy leave ends and for the other new parents no later than seventy-eight (78) weeks after the baby is born or the date their child first came into the employee's care, custody or control.
- 31.7.2.2 Probationary and Permanent Technicians and Academic Counsellors entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act, 1996*, may receive the following supplemental insurance benefit:
- 31.7.2.3 For the one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings

provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.

31.7.2.4 *Standard Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of eighteen (18) additional weeks payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the standard leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

31.7.2.5 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of thirty (30) additional weeks payments equivalent to the difference between fifty-seven percent (57%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the extended leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

31.7.3 Benefits while on Pregnancy and Parental Leave

31.7.3.1 Academic staff planning to maintain their benefits while on pregnancy and/or parental leave may, prior to commencing such leave, make arrangements with the University to pay the employee share of the premium cost of the insured benefits and the University shall continue its share of the premium cost. If the academic staff gives the University written notice that 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 pregnancy and/or parental leave.

31.8 Supplementary Parental Leave

31.8.1 Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 31.7 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

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, 2000*, 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, 2000*, 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 an academic

staff member takes any part of a day as personal emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Academic staff members should provide their Supervisor with as much advance notice as is practicable regarding a request for personal emergency leave.

31.10 Legal Leave

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

ARTICLE 32 ACADEMIC STAFF PROFESSIONAL DEVELOPMENT

32.1 Definition

32.1.1 Professional Development refers to special-purpose funding provided by the University to enable academic staff to pursue professional growth and upgrading.

32.1.2 Academic staff are not eligible for Sabbaticals.

32.2 Purpose

32.2.1 The purpose of Professional Development is:

- 32.2.1.1 To support academic staff in their pursuit of new skills or knowledge within their specific professional discipline, in relation to their responsibilities at the University; and/or
- 32.2.1.2 To assist the University in meeting its educational and institutional mandate.

32.3 Professional Development Proposals

32.3.1 Written proposals for Professional Development shall include the following:

- 32.3.1.1 A statement regarding years of service and a summary of the academic staff member's professional activities and dates of prior Professional Development activities;
- 32.3.1.2 A proposal that identifies the purposes and activities of the proposed Professional Development, its potential benefit to the academic staff member and to OCAD U, and the anticipated outcome of the proposed activities;
- 32.3.1.3 A budget outlining the associated costs; and
- 32.3.1.4 Other relevant information, which may include letters of support.

32.4 Professional Development Funding

32.4.1 Funding available for academic staff Professional Development is determined by the university on an annual basis, acknowledging that Professional Development of academic staff is an important investment in the University's future, but also recognizing the existence of external financial pressures over which the university may have no control.

32.4.2 Effective July 1, 2020, each Probationary and Permanent academic staff shall be entitled to be reimbursed for up to \$750.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Probationary and Permanent academic staff who are not Maximum-load.

32.5 Professional Development Eligibility

32.5.1 Probationary and Permanent academic staff are eligible to apply for Professional Development Funding.

32.5.2 Contract academic staff are not eligible to apply for Professional Development Funding.

32.6 Professional Development Decisions

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

32.6.1.1 Vice-President, Academic & Provost, 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 & Provost 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 & Provost 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 & Provost within 14

calendar days following notification of the decision which the academic staff member wishes to appeal.

32.7.2 The Vice-President, Academic & Provost will reconsider the decision, and provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

32.8 Safety Shoes

32.8.1 Where the University requires academic staff to wear safety shoes, the University shall contribute up to one hundred fifty dollars (\$150) per annum to the academic staff toward the cost of CSA approved/green patch safety shoes for said academic staff upon presentation of appropriate receipt.

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 & Provost for

the following Academic Year any new academic staff positions required (Permanent and Contract), as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load.

34.1.2 In developing these recommendations, the Supervisor consults with relevant Deans of Faculty, Associate Deans, faculty, academic staff and other Managers, and takes into account the following factors:

- 34.1.2.1 Current and desired balances with respect to Permanent vs. Contract, and Maximum-Load vs. Partial-Load academic staff;
- 34.1.2.2 Expertise required;
- 34.1.2.3 Short-term and long-term curricular objectives;
- 34.1.2.4 Anticipated changes due to Leaves of Absence and retirements;
- 34.1.2.5 The anticipated availability of financial resources.

34.1.3 The Vice-President, Academic & Provost reviews the Supervisors' recommendations in light of the University's educational goals, and consults with the Vice-President, Finance & Administration with respect to financial and labour implications. Once approval from the Vice-President, Academic & Provost is obtained, the Supervisor proceeds with the necessary searches and appointments in consultation with People & Culture.

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 request 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 & Provost, 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, 2000* (i.e. Personal Emergency Leave)

34.2.1.2 **Change of Workload:** Partial-Load academic staff who seek to permanently or temporarily increase their Workload for the following year, and Maximum-Load academic staff who seek to permanently or temporarily decrease their Workload for the following year, must notify the Supervisor in writing no later than October 15.

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

34.2.2 In consultation with relevant University managers, including the Deans of Faculty and/or Associate Deans, each Supervisor prepares academic staff Workload assignments for the coming year. In the event of significant

changes to assignments and/or scheduling, particular emphasis is placed on timely consultation with individuals directly affected. The Supervisor will make every effort to notify academic staff members no later than April 1 of their Workload assignments for the following Academic Year.

34.2.3 Academic staff who disagree with their Workload assignments for the following year may discuss their concerns with the Supervisor (or designate). In the event that the matter has been discussed with the Supervisor (or designate) and a satisfactory resolution has not been found, academic staff may appeal the matter in writing to the Vice-President, Academic & Provost, who will make a determination.

34.3 Hiring of Contract Technicians and Contract Academic Counsellors

34.3.1 Current Contract Technicians and Contract Academic Counsellors who seek a work assignment for the following Academic Year must indicate their interest in writing to the Supervisor no later than February 1.

34.3.2 The appointment process for Contract Technicians and Contract Academic Counsellors is conducted by the Supervisor. A list of vacancies is posted on the University's website, with further advertising conducted as appropriate.

34.3.3 Contract Technician and Academic Counsellor appointments are determined by a "Contract Academic Staff Appointments Committee", consisting of the following:

34.3.3.1 Supervisor, or designate (Chair);

34.3.3.2 1 Associate Dean, or designate, from the relevant Faculty.

34.3.4 All applications received for Contract positions must be reviewed by the Contract Academic Staff Appointments Committee. The Committee

determines which applicant(s) require interviews and the nature of such interview(s).

34.3.5 The Chair checks professional references for all new Contract appointments and conveys the results to the Committee. Where relevant, the Committee reviews applicants' previous Performance Reviews.

34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation. When considering applications to contract academic staff positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions relevant to an academic appointment, including equity, diversity together with those specific to the assignment.

34.3.7 The Committee's recommendation is forwarded by the Chair to the Vice-President, Academic & Provost for approval.

34.3.8 Offers of employment to new Contract Technicians and Contract Academic Counsellors include the following information:

34.3.8.1 Term of contract;

34.3.8.2 Hours of work; and

34.3.8.3 Starting salary.

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

34.4 Internal Applicants for Contract Technician and Contract Academic Counsellor Positions

34.4.1 Contract, Probationary and Permanent academic staff who are Partial-Load may apply for Partial-Load Contract Technician and Partial-Load Contract Academic Counsellor positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload, does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Probationary and Permanent academic staff who are Partial-Load, and who seek to temporarily increase their Workload are, however, encouraged to do so as provided in Article 34.2.1.2.

34.4.2 Sessional faculty may apply for Contract Technician and Contract Academic Counsellor positions when they become available, and shall be considered along with all other applicants.

34.4.3 Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Contract Technician or Contract Academic Counsellor positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.5 Hiring of Teaching/Research Assistants

34.5.1 Returning graduate students and/or current Teaching Assistants may be appointed to TA positions in the next term. To aid in the appointment process, candidates may be asked for an expression of interest which will include their areas of expertise, past teaching assistant experience, and preference regarding their assignment.

34.5.2 The appointment process for Teaching Assistants is conducted by the Associate Dean of Faculty or designate in consultation with the supervising faculty member. Teaching/Research Assistant opportunities are assigned

to the University's graduate students on a priority basis and in accordance with their areas of expertise and past experience.

34.5.3 A list of vacancies is posted on the University's website, with further advertising conducted as appropriate. While applications received for Teaching/Research Assistant positions must be reviewed by the Associate Dean of faculty or Principal Investigator (in the case of Research Assistants), there is no requirement to interview candidates. The Associate Dean of the Faculty or designate or Principal Investigator (in the case of Research Assistants) determines which applicants require interviews.

34.5.4 Undergraduate and Graduate Research Assistant appointments are recommended by the Principal Investigator to the Office of Research & Innovation for approval.

34.5.5 The Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) may check professional references for new Teaching Assistant appointments. For Teaching Assistants seeking re-appointment, the Associate Dean of Faculty or designate reviews the applicant's previous Performance Reviews.

34.5.6 The Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) makes a determination as to the most qualified candidate(s).

34.5.7 Offers of employment to Research Assistants include the following information:

34.5.7.1 Term of contract;

34.5.7.2 Hours of work; and

34.5.7.3 Starting salary.

34.5.8 In the event of a resignation, termination or approved leave fewer than three months prior to the start of his/her appointment, the Associate Dean of Faculty or supervising faculty designate may appoint a replacement for up to one academic year only.

34.6 Internal Applicants for Teaching/Research Assistant Positions

34.6.1 Contract, Probationary and Permanent Technicians and Contract, Probationary and Permanent Academic Counsellors may apply for Teaching/Research Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.6.2 Sessional, Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Teaching/Research Assistant positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.7 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 People & Culture, the Supervisor prepares a search plan for each Permanent academic staff position approved, including a position description and membership of the Search Committee. The Supervisor then convenes a meeting of the Search Committee to determine appropriate advertising venues and the search procedure to be followed, and incorporates these items into the search plan.

34.7.2 OCADFA is notified of all Permanent academic staff vacancies and is

provided with a copy of the relevant position descriptions.

34.7.3 A “Permanent Academic Staff Search Committee” consists of the following:

- 34.7.3.1 Supervisor, or designate (Chair);
- 34.7.3.2 1 Dean or Associate Dean of a relevant Faculty;
- 34.7.3.3 1 Faculty selected by the Chair from a relevant Faculty; and
- 34.7.3.4 1 Additional internal or external academic staff and/or faculty members may be added at the discretion of the Committee, for 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. When considering applications to academic staff positions, the hiring committee shall consider an inclusive range of qualifications, where strength is measured in all possible dimensions including equity, diversity and inclusion together with those specific to the assignment.

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 & Provost for approval.

34.7.9 Offers of employment to new Permanent academic staff include the following information:

34.7.9.1 Percentage of Maximum-Load;

34.7.9.2 Starting salary; and

34.7.9.3 Probationary term as outlined in Article 29.2.

34.8 Internal Applicants for Permanent Academic Staff Positions

34.8.1 Contract, Probationary and Permanent academic staff who are Partial-Load may apply for Partial-Load Permanent academic staff positions when they become available, provided that the Workload of the position advertised, combined with their existing Workload does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Probationary and Permanent academic staff that are Partial-Load, and who seek to permanently increase their Workload are, however, encouraged to do so as provided in Article 34.2.1.2.

34.8.2 Sessional faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants.

34.8.3 Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.9 Training and Onboarding 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, Security & Campus Operations is mandatory for all new academic staff.

34.9.2 The University recognizes the essential role of proper onboarding to the successful integration of new academic staff into the university community. All appointment offers for new academic staff will include information on how to access an accommodation, the Employee (and Family) Assistance Program, and where relevant how to enroll in Group Benefits and the pension plan. In the first six (6) months of their appointment, new Technicians and Academic Counsellors will have an onboarding meeting with their supervisor to be provided guidance on their responsibilities as outlined in Article 37, annual performance reviews, and where relevant their review for permanent status.

34.10 Years of Service

34.10.1 Years of Service are calculated for Probationary and Permanent Technicians and Academic Counsellors on the basis of years of continuous service, with one year awarded per year of active employment. For the purposes of this calculation, full-year leaves of absence are not included. Years of Service are not calculated for Contract academic staff, including Teaching/Research Assistants.

ARTICLE 35 PERFORMANCE AND PEER REVIEW FOR TECHNICIANS AND ACADEMIC COUNSELLORS

35.1 Performance Reviews

35.1.1 "Performance Reviews" are conducted (as outlined in Article 35.1.2) in

order to review and assess overall performance with respect to their Responsibilities, and to make recommendations for the following purposes:

- 35.1.1.1 For Contract Technicians and Academic Counsellors seeking re-appointment, a “Performance Review” is conducted in order to make recommendations concerning future re-appointment;
- 35.1.1.2 For Probationary Technicians and Academic Counsellors, Performance Reviews are conducted annually in order to make recommendations concerning continuation of their Probationary Appointment;
- 35.1.1.3 For Permanent Technicians and Academic Counsellors, Performance Reviews are conducted every year.

35.1.2 The Supervisor shall, in consultation with relevant faculty, conduct a Performance Review for each Technician and/or Academic Counsellor. The performance review will include a review of responsibilities and expectations. The Supervisor and/or Manager will meet with each Technician and Academic Counsellor to discuss her/his Performance Review. The results of the Performance Review are communicated to the individual in writing following this meeting, including an overall assessment of her/his strengths and/or recommendations for improvement.

35.1.3 A Technician or Academic Counsellor who disagrees with the Performance Review and/or its recommendations may discuss her/his concerns with the Supervisor and/or Manager (or designate). In the event that the matter has been discussed with the Supervisor and/or Manager (or designate) and a satisfactory resolution has not been found, the individual may appeal the matter in writing to the next level of Supervisor, who will make a determination.

35.2 Review for Permanent Status

35.2.1 A “Review for Permanent Status” is conducted for Technicians and Academic Counsellors (as outlined in Articles 35.3.2 and 35.3.3) in order to assess their overall performance for the purpose of recommending the conferral of Permanent status.

35.2.2 Performance Reviews are reviewed by the “Review for Permanent Status Committee”, consisting of the following:

35.2.2.1 Supervisor, or designate (Chair);

35.2.2.2 2 faculty, with relevant expertise, selected by the Chair from the relevant Faculty;

35.2.2.3 Up to 1 additional academic staff or faculty member may be added at the discretion of the Committee, for 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 & Provost 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 & Provost, 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 & Provost, 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 & Provost, 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/RESEARCH ASSISTANTS) PRO-RATED FOR
PARTIAL-LOAD**

36.1 Workload & Scheduling

36.1.1 Academic staff "Workload" is normally based on 35 hours per week and 52 weeks per year (less vacation).

36.1.2 Academic staff may be required to work up to 5 additional hours per week during busy periods, with such additional hours to be taken as time off in lieu of payment at a mutually agreeable time.

36.1.3 Work in excess of 40 hours per week is subject to mutual agreement between the academic staff member and the Supervisor, and compensated at 1.5 times the normal hourly rate, to be taken in the form of overtime pay or, at the academic staff member's option, time off in lieu of payment at a mutually agreeable time.

36.1.4 Regular work schedule for academic staff may require evenings and/or weekends (not to exceed 5 days out of 7) and is subject to change based on curricular needs, as determined by the Supervisor (in consultation with the academic staff member). For academic staff hired prior to September 1, 2001, an ongoing change in work schedule to include weekend work is subject to mutual agreement between the academic staff member and the Supervisor, unless the academic staff member obtains a new position at the University, for which weekend work is identified as a requirement.

36.1.5 Technicians may be required to work in more than 1 studio facility, where expertise permits, as assigned by the Supervisor.

36.1.6 Technicians may be provided with release time to attend seminars or courses related to their work responsibilities. Such seminars/courses and release time must be approved in advance by their Supervisor.

36.1.7 The University recognizes the right of academic staff to participate in OCADFA activities. Employees requiring release time for such activities must make request in advance to their Supervisor, with such approval not to be unreasonably withheld.

ARTICLE 37 ACADEMIC STAFF RESPONSIBILITIES

37.1 Technician

37.1.1 Technician responsibilities may include, but are not limited to, the following:

- 37.1.1.1 Working in 1 or more OCAD U studio facilities, supervised by the relevant Manager or Dean of Faculty;
- 37.1.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals and objectives;
- 37.1.1.3 Supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment with approval from the Supervisor and/or Studio Manager;
- 37.1.1.4 Supporting students in their learning, i.e. acting as a resource regarding materials and processes; and assisting with the technical resolution of assignments;
- 37.1.1.5 Being responsible for the safe and efficient operation of facilities and equipment, i.e. maintaining, repairing and/or sending equipment out for repair; conducting research and

- recommending the purchase of new or replacement equipment when required; and initiating improvements in studio operation and usage;
- 37.1.1.6 Performing administrative duties, i.e. coordinating the purchase of supplies and resale of materials; maintaining inventory; assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
 - 37.1.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and to the Director, Safety, Security & Campus Operations;
 - 37.1.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety, Security & Campus Operations;
 - 37.1.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
 - 37.1.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants and/or student monitors, where relevant;
 - 37.1.1.11 Serving on committees and participating in University special events and projects; and
 - 37.1.1.12 Maintaining currency in technical developments within the discipline.
 - 37.1.1.13 Maintaining an active art and/or design practice, in consultation with studio management regarding the operational needs of the studio.

37.2 IT Technician

37.2.1 IT Technician responsibilities may include, but are not limited to, the following:

- 37.2.1.1 Working in 1 or more OCAD U computer labs, student laptop program, and/or faculty support technology facilities, supervised by the relevant Manager;
- 37.2.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals and objectives;
- 37.2.1.3 Supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment with approval from the supervisor and/or Manager;
- 37.2.1.4 Supporting students in their learning, i.e. acting as a resource regarding materials and processes; and assisting with the technical resolution of assignments;
- 37.2.1.5 Being responsible for the safe and efficient operation of facilities and equipment, i.e. maintaining, repairing and/or sending equipment out for repair; conducting research and recommending the purchase of new or replacement equipment when required; and initiating improvements in studio operation and usage;
- 37.2.1.6 Performing administrative duties, i.e. coordinating the purchase of supplies and resale of materials; maintaining inventory; assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
- 37.2.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and

to the Director, Safety, Security & Campus Operations.

- 37.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety, Security & Campus Operations;
- 37.2.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.2.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants and/or student monitors, where relevant;
- 37.2.1.11 Serving on committees and participating in University special events and projects; and
- 37.2.1.12 Maintaining currency in technical developments within the discipline.

37.3 Academic Counsellor

37.3.1 Academic Counsellor responsibilities may include, but are not limited to, the following:

- 37.3.1.1 Working in a specific counselling function in such areas as Student Affairs or CIADE, supervised and reviewed by the Supervisor and/or Manager or Dean of Faculty;
- 37.3.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals;
- 37.3.1.3 Supporting the faculty's delivery of curriculum, i.e. Providing and/or facilitating individual and group instruction within a relevant discipline or subject matter;
- 37.3.1.4 Supporting students in their learning, e.g. assessing and documenting their academic and learning needs; and assisting them in the development of relevant skills;
- 37.3.1.5 Working with faculty and other academic staff to develop

- collaborative programming and to promote awareness of the relevant discipline internally;
- 37.3.1.6 Promoting the University and the relevant discipline externally through participation in conferences, seminars and related research;
 - 37.3.1.7 Providing one-on-one counselling, within a specific area of expertise, and referring students to other services as required;
 - 37.3.1.8 Performing administrative responsibilities in the provision of counselling services, including: related reporting; budget management; long-term planning; and supervision of peer tutors;
 - 37.3.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
 - 37.3.1.10 Serving on committees and participating in University special events and projects; and
 - 37.3.1.11 Maintaining currency within the field.

37.4 Teaching Assistant

37.4.1 Marker/Grader and Tutorial Leader responsibilities may include, but are not limited to, the following:

- 37.4.1.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more faculty members with administrative supervision by 1 or more Associate Deans;
- 37.4.1.2 Working with Associate Deans, Chairs, faculty members and other academic staff in support of the University's educational goals and objectives;
- 37.4.1.3 Meeting these educational goals by assisting with course preparation and delivery, i.e. organizing teaching and learning materials, and other resources, based on curricular outlines provided by a supervising faculty member, or by providing group instruction in specialized techniques;

- 37.4.1.4 Assisting in the evaluation of student work, using criteria established by the supervising faculty members;
- 37.4.1.5 Supporting students in their learning, i.e. through individual or small group instruction and/or assisting with assignments;
- 37.4.1.6 Conducting separately scheduled tutorial classes;
- 37.4.1.7 Working with Technicians, class assistants and/or monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
- 37.4.1.8 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

37.4.2 Undergraduate and Graduate Research Assistant responsibilities may include, but are not limited to, the following:

- 37.4.2.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more Principal Investigators whose workload includes Research/Professional Practice;
- 37.4.2.2 Working with Associate Deans, Chairs, and/or faculty members and other academic staff in support of the University's research goals and objectives;
- 37.4.2.3 Meeting these research goals by assisting with data collection, literature searches, data compilation, processing, entry and analysis, and experimental systems design, fabrication and maintenance;
- 37.4.2.4 Assisting with supervision of research activities in the lab, classroom, and within the field;
- 37.4.2.5 Assisting with preparation of proposals, progress and final reports, and promotion of research activities;
- 37.4.2.6 Providing project coordination, budget management, and administration of research activities;
- 37.4.2.7 Participating in the hiring, scheduling and supervision of Undergraduate Research Assistants, for Graduate Research

Assistants, Class Assistants, and/or Student Monitors, where relevant;

- 37.4.2.8 Working with Technicians, class assistants and/or student monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
- 37.4.2.9 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

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/Research Assistant

38.3.1 Teaching/Research 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 Undergraduate Research Assistants. Undergraduate Research Assistants will have the completion of a relevant undergraduate degree or current enrollment in a relevant undergraduate program and/or equivalent training and professional experience;
- 38.3.1.2 Where relevant, sound knowledge of, and commitment to, healthy and safe work practices; and
- 38.3.1.3 Where relevant, strong organizational, interpersonal, oral and written communications, and problem-solving skills.

Provisions for Layoff

ARTICLE 39 LAYOFF FOR REASON OF FINANCIAL EXIGENCY

39.1 Statement of Joint Responsibility

39.1.1 The Parties acknowledge that:

- 39.1.1.1 OCAD U's faculty and academic staff represent a core strength of the University, and are central to its educational mandate;
- 39.1.1.2 The Parties have a joint responsibility to maintain the University in a financially and educationally sound position;
- 39.1.1.3 The University has a responsibility to take all reasonable measures to prevent financial circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and
- 39.1.1.4 Faculty, academic staff and academic and administrative managers have a responsibility to show reasonable flexibility in assisting the University to meet its educational goals, while adapting to changing financial circumstances.

39.2 Declaration of Financial Exigency

39.2.1 In the event that the University makes a preliminary determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Financial Exigency, the President (or designate) provides a "Declaration of Financial Exigency", which discloses the circumstances and reasons for such Declaration and the magnitude of the proposed layoff, to the Joint Committee.

39.2.2 The University provides all relevant information to the Joint Committee for purposes of review.

39.2.3 The Joint Committee reviews the circumstances and reasons for the

Declaration of Financial Exigency to satisfy itself that:

- 39.2.3.1 A state of Financial Exigency does indeed exist;
- 39.2.3.2 All appropriate means of achieving cost savings in OCAD U's operation, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.3 All appropriate means of increasing OCAD U's revenues, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.4 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;
- 39.2.3.5 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and
- 39.2.3.6 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary financial goals, and to ascertain what the effects of the layoff are likely to be.

39.2.4 Following a thorough review of the Declaration of Financial Exigency by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.

39.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Financial Exigency, and approves the financial magnitude of the layoff.

ARTICLE 40 LAYOFF FOR REASON OF CURRICULAR NECESSITY

40.1 Statement of Joint Responsibility

40.1.1 The Parties acknowledge that:

40.1.1.1 OCAD U's faculty and academic staff represent a core strength of the University and are central to its educational mandate;

40.1.1.2 The Parties have a joint responsibility to maintain the integrity, credibility, viability and currency of the University's educational offerings;

40.1.1.3 The University has a responsibility to take all reasonable measures to prevent curricular circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and

40.1.1.4 Faculty and academic staff have a responsibility to show reasonable flexibility in assisting the University to meet its educational goals, while adapting to changing curricular or societal circumstances.

40.2 Declaration of Curricular Necessity

40.2.1 In the event that the Senate and Board of Governors make a preliminary determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity, the President (or designate) provides a "Declaration of Curricular Necessity", which discloses the circumstances and reasons for such Declaration and the magnitude of the proposed layoff, to the Joint Committee.

40.2.2 The University provides all relevant information to the Joint Committee for purposes of review.

40.2.3 The Joint Committee reviews the circumstances and reasons for the

Declaration of Curricular Necessity to satisfy itself that:

40.2.3.1 A state of Curricular Necessity does indeed exist;

40.2.3.2 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;

40.2.3.3 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and

40.2.3.4 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary curricular goals, and to ascertain what the effects of the layoff are likely to be.

40.2.4 Following a thorough review of the Declaration of Curricular Necessity by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.

40.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity.

ARTICLE 41 LAYOFF AND RECALL PROCESS

41.1 Layoff Process

41.1.1 Once the Board of Governors has made a final determination that a layoff of Tenured faculty is required as a result of Financial Exigency or Curricular

Necessity, the Vice-President, Academic & Provost recommends to the Senate in which Faculty or program(s), and in what proportion, layoffs should occur, taking into account:

- 41.1.1.1 The educational mandate;
- 41.1.1.2 The financial parameters, including enrollment, program costing and other relevant statistics; and
- 41.1.1.3 The magnitude of the layoff required.

41.1.2 Once the Senate has approved a resolution determining the academic and curricular priorities of the University in the circumstances, the University shall post a “Notice of Intention to Layoff faculty and/or academic staff”.

41.2 Layoff of Faculty

41.2.1 A member of the faculty who wishes to assert qualifications and ability to perform Teaching & Teaching-Related Responsibilities within an additional discipline, or disciplines, must deliver to People & Culture 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 Teaching Stream faculty, in reverse order based on years of service;
- 41.2.2.4 Continuing faculty, in reverse order based on years of service;
- 41.2.2.5 Probationary faculty, in reverse order based years of service;
- 41.2.2.6 Tenured faculty, in reverse order based on years of service.

41.3 Layoff of Academic Staff

41.3.1 A member of the academic staff who wishes to assert qualifications and ability to perform responsibilities within an additional discipline or disciplines must deliver to People & Culture a written statement including a summary of qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.

41.3.2 The order of layoff of academic staff shall be as follows, provided that the remaining academic staff members have the qualifications and ability to perform the remaining work:

41.3.2.1 Contract academic staff;

41.3.2.2 Probationary academic staff, in reverse order based on years of service;

41.3.2.3 Permanent academic staff, in reverse order based on years of service.

41.4 Notice of Layoff

41.4.1 The University shall provide notice of layoff in writing to each member.

41.5 Recall Process

41.5.1 Continuing, Probationary and Tenured faculty members and Probationary and Permanent academic staff members retain recall rights for 24 months from the effective date of layoff.

41.5.2 Upon layoff, or at any time during the 24 month recall period, the member may elect to receive any severance pay to which the member is entitled under Article 42, and upon making that written election, the employment relationship is at an end.

41.5.3 At the end of the 24 month recall period, if the member has not been recalled, the employment relationship is at an end and the member becomes entitled to receive any severance pay to which the member is entitled under Article 42.

41.6 Recall of Faculty

41.6.1 Recall of Continuing, Probationary and Tenured faculty occurs in the reverse order of layoff as positions become available according to the following procedures:

41.6.1.1 A Continuing faculty member is recalled to an available Continuing Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include Rank) and ability to do the work. The University shall provide written notice to a Continuing faculty member of any such position available in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which shall include a summary of the member's qualifications for the position.

41.6.1.2 A Probationary or Tenured faculty member is recalled to an available Tenured Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include Rank) and ability to do the work. The University shall provide written notice to a Probationary or Tenured faculty member of any such position in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.

41.6.1.3 When a faculty member's application for recall is accepted, the

University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.

41.6.1.4 A Continuing, Probationary or Tenured faculty member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 23.2.1.3.

41.6.1.5 A Continuing or Probationary faculty member who is recalled resumes her/his Appointment at the point at which it was left off.

41.7 Recall of Academic Staff

41.7.1 Recall of Probationary and Permanent academic staff occurs in the reverse order of layoff as positions become available according to the following procedures:

41.7.1.1 A Probationary or Permanent academic staff member is recalled to an available Permanent academic staff Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications and ability to do the work. The University shall provide written notice to a Probationary or Permanent academic staff member of any such position, and the member shall have 10 calendar days to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.

41.7.1.2 When an academic staff member's application for recall is accepted, the University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.

41.7.1.3 An academic staff member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 34.2.1.2.

41.7.1.4 A Probationary academic staff member who is recalled resumes her/his Appointment at the point at which it was left off.

41.8 Notice

41.8.1 Notice under this Article shall be by regular mail to the faculty or academic staff member's most recent address on the member's personnel file and it shall be deemed to be received 4 calendar days after the date of mailing; if the member so requests in writing, the notice shall be provided by email.

ARTICLE 42 SEVERANCE PAY

42.1 Severance Pay

42.1.1 Tenured and Probationary faculty and Permanent and Probationary academic staff who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of one of the above-listed categories to a maximum of 40 weeks' pay, which shall be deemed to include termination pay within the meaning of the *Employment Standards Act, 2000*.

42.1.2 Teaching Stream, CLTA and Continuing faculty who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of Teaching Stream, CLTA or Continuing faculty to a maximum of 12 weeks' pay or the remaining unexpired portion of the contract, whichever is less, which shall be deemed to include termination pay within the meaning of the *Employment Standards Act, 2000*.

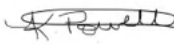
42.1.3 An individual's rate of pay at time of loss of employment is used for purposes of calculating severance pay.

42.1.4 Nothing in this Article should be construed to derogate from minimum standards established under the *Employment Standards Act, 2000*.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on the 16 day of September 2025.

OCAD UNIVERSITY

**ONTARIO COLLEGE OF ART &
DESIGN FACULTY ASSOCIATION
(OCADFA)**

 Digitally signed by Kerry-Ann Douglas-Powell
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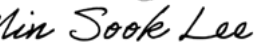


Peter Fraser Digitally signed by Peter Fraser
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Sarita Srivastava Digitally signed by Sarita Srivastava
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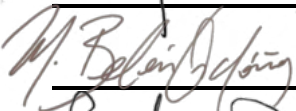


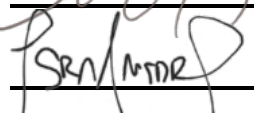
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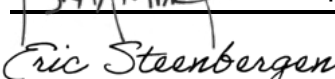
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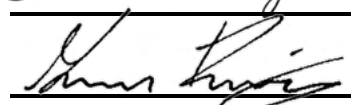
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APPENDIX A

ASSOCIATION OF UNIVERSITY AND COLLEGES OF CANADA STATEMENT ON ACADEMIC FREEDOM AND INSTITUTIONAL AUTONOMY

Introduction

It is the essence of a university freely to pursue knowledge and understanding and to search for the reasons for things. This search implies that some of the reasons are unknown or uncertain and that opinions about them must be questioned. The right and the responsibility to raise such questions is the justification for academic freedom.

Constraints on academic freedom may arise both from inside and outside universities. It is a major responsibility of university governing bodies and senior officers of universities to maintain an environment in which academic freedom is realized. Threats to freedom of inquiry, independent judgment and free expression may come from administrators, students or faculty members, sometimes in groups, who attempt to require all members of a department or faculty to adhere to a particular version of orthodoxy. The reliance of universities on government financing and private donations may create pressures on the institutions and on their members to conform to short-sighted or ill-advised political, corporate or personal interpretations of what should be studied and how it should be studied. It is the obligation of faculty members in particular, supported by their administration, senate and boards, to ensure that these pressures do not unduly influence the intellectual work of the university. When conflicts arise because of such pressures, it is essential that a full airing and consideration of a broad range of viewpoints be possible.

It is essential that universities have the freedom to set their research and educational priorities. How the members of universities will teach and impart skills, conduct research and the pursuit of knowledge, and engage in fundamental criticism is best determined within the universities themselves. It is here that academic freedom, in its collective form of institutional autonomy, can ensure freedom of inquiry for individual faculty members and students. Historically there has been a struggle for university autonomy, arising from the conviction that a university can best serve the needs of society when it is free to do so according to the dictates of the intellectual enterprise itself.

Freedom of inquiry must have as its corollary a high degree of respect for evidence, impartial reasoning and honesty in reporting. It should include a willingness to make known the underlying assumptions and the results of the inquiry. All research and scholarship must be conducted ethically, with full consideration of the implications and in ways that respect fully human rights as defined by law.

In their relations with students, faculty members and others who work in the universities have an obligation to ensure that the students' human rights are respected and that they are encouraged to pursue their education according to the principles of academic freedom embodied in the university itself. In relation to the wider society, universities should accept the obligation to account for their expenditure of funds, through their boards and through public audits of their accounts.

Principles

1. The AUCC believes that the principles of academic freedom and institutional autonomy are essential to the fulfillment of the role of universities in the context of a democratic society.
2. The AUCC believes that academic freedom is essential to the fulfillment of the universities' primary mandate, the pursuit and dissemination of knowledge and understanding. Freedom of inquiry is fundamental to the search for truth and the advancement of knowledge. Freedom in teaching, justified by the special professional expertise of the faculty members, is fundamental to the protection of the rights of the teacher to teach and of the student to learn. Academic freedom is essential in order that society may have access to impartial expertise for knowledgeable comments on all issues studied in universities, including those surrounded by controversy.
3. The AUCC recognizes the obligation of universities to ensure the academic freedom of individual faculty members to conduct inquiries, to make judgments, and to express views without fear of retribution. The practice of tenure is one important means of meeting this obligation. In addition, decisions relative to appointments and the granting of tenure and promotion must be conducted according to principles of fairness and natural justice.
4. The AUCC recognizes that universities should ensure that students are treated according to principles of fairness and natural justice and are encouraged to pursue their education according to the principle of academic freedom.
5. The AUCC recognizes the historically the universities of Canada have struggled to achieve institutional autonomy and must continue to do so. The Association affirms that this autonomy provides the best possible condition for the conduct of scholarship and higher education essential to a free society. As centres of free

inquiry, universities have an obligation to society to resist outside intrusion into their planning and management and to insist that institutional autonomy be recognized by governments and others as the necessary pre-condition to their proper functioning. Institutional autonomy includes, inter-alia, the following powers and duties: to select and appoint faculty and staff; to select and admit and discipline students; to set and control curriculum; to establish organizational arrangements for the carrying out of academic work; to create programs and to direct resources to them; to certify completion of a program of study and grant degrees.

6. The AUCC recognizes that the academic freedom of individual members of universities and the institutional autonomy accorded to the institutions themselves involve the following major responsibilities to society: to conduct scholarship and research according to the highest possible standards to excellence so that society may benefit; within the constraints of the resources available to them, to ensure high quality education to as many academically qualified individuals as possible; to abide by the laws of society; and to account publicly through boards and audits for their expenditure of funds.

May 5, 1988

APPENDIX B

STANDARDS OF PERFORMANCE AND CRITERIA FOR PLACEMENT & PROMOTION OF ACADEMIC RANK

Preamble

OCAD University, along with other university-level institutions devoted to professional education in art and design, has been established to develop society's creative and intellectual resources and preserve its cultural traditions. The University has a responsibility to provide a vibrant and creative environment in which new knowledge, practices and ideas may evolve and flourish.

To this end, faculty are expected to be effective teachers, committed scholars and active practitioners who are dedicated to expanding their knowledge, professional practice and expertise, while making these endeavours accessible to the larger community. Faculty are also expected to make a significant contribution through Service to the University community.

This Appendix elaborates the context and process for fairly evaluating and recognizing faculty achievement and performance (cf. Article 24) and should be read in tandem with the Definitions of Academic Ranks (Article 17) and Faculty Responsibilities (Article 20).

Standards of Performance

Standards of Performance are used in the context of biennial **Performance Reviews** to evaluate, recognize and/or make recommendations concerning the Career Progress and Merit Progress of all non-sessional faculty, as well as to make recommendations concerning future re-appointment of CLTA faculty, continuation of Probationary (Tenure-Track) faculty, and reappointment of Continuing faculty.

In all cases, Standards of Performance take into account the following three general categories:

1. Teaching & Teaching-Related Responsibilities;
2. Professional Practice/Research; and
3. Service, primarily to the University but also to the field of Art & Design education and to the community at large.

While faculty are expected to exhibit accomplishment in all three categories, the specific weight assigned to each in terms of the devotion of time and effort, may vary from year to year, and from one faculty member to another.

Faculty are assessed against four possible levels of performance in each of the three general categories, pro-rated according to Article 27.4 and rounded to the nearest half step to determine the Career/Progress Increment for each of the next two years.

Article 27.4 currently weights the three general categories as follows:

Teaching and Teaching-Related Activities:	40%
Practice/Research:	40%
Service:	20%

The Standards of Performance for each level are as follows:

Career Progress Levels I & II:

I. Meets Basic Expectations

A faculty member is expected minimally to perform the following tasks without intervention from the Faculty Offices:

- Submits Annual Report;
- Submits course outlines to Faculty Office at least two weeks prior to start of semester;
- Responsibly manages student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;
- Reports any absences and make-up arrangements to the Faculty Office;
- Submits all grades on time.

If a faculty member performs these basic tasks but does NOT meet Level II expectations, he/she will receive a Career/Merit increment of 0.5 (equivalent of one-half step increase on the faculty salary scale)

II. Fully Meets Expectations (includes all of Level I plus the following):

- Demonstrates an ability to engage students in learning and to advance their knowledge in the subject area;
- Stays current and advances work within a discipline as recognized by peers;
- Maintains high standards of collegiality including participation in Faculty meetings and supporting University governance.

Faculty performing at Level II are fully meeting the expectations of the job. Their performance across the three key areas will average ca. 1.0, although in a given two-year evaluation period, their efforts may favour one area above the other two. For example, a faculty member may develop several innovative new courses and hence put more time and effort into teaching at the expense of his/her research/practice, while maintaining service by serving on Faculty- or University-wide committees or supporting specific Faculty- or University-wide events/initiatives:

Teaching = $1.5 \times 40\%$ =	0.60
Research/Practice = $0.5 \times 40\%$ =	0.20
Service = $1.0 \times 20\%$ =	0.20
	1.00
Career/Merit Increment =	1.0

Merit Progress: Levels III and IV

III. Exceeds Expectations (includes all of Level II, plus the following):

- Demonstrates teaching excellence by communicating enthusiasm for the subject and by inspiring students to excel; tangibly this may be demonstrated by, e.g., outstanding teaching evaluations and the development and/or updating of courses to reflect ground-breaking material and/or innovative delivery methods;
- Demonstrates significant achievement in practice and/or research, e.g., major publications, exhibitions, commissions, contracts;
- Demonstrates outstanding leadership/initiative in Faculty and University committees and/or events.

IV. Significantly Exceeds Expectations (includes all of Level III, plus the following):

- *Exceptional* professional achievement and peer recognition in teaching and/or practice/research, e.g., major teaching awards, exhibitions, publications, commissions, contracts.

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 Value = 1.0

(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.)

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		0.2	0.8	0.1	1.1
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.

Criteria for Placement and Promotion of Academic Rank

Generally, the distinction between the ranks of Lecturer, Assistant Professor, Associate Professor, and Professor (Full) is based on a combination of educational attainment; experience and effectiveness as a teacher; experience and effectiveness as a colleague; and breadth, depth, and consistency of contributions to knowledge.

Lecturer

Most CLTA appointments and any tenure-track appointment where the faculty member has not yet completed the terminal degree, and has limited teaching experience and publications/shows/practice would be ranked as a Lecturer. In the case of a tenure-track

appointment, the criteria and timetable for promotion to Assistant Professor should be clearly articulated in the contract.

Assistant Professor

A tenure-track appointment where the faculty member has completed the requisite terminal degree (PhD, MFA, Mdes) or equivalent in professional accomplishment, would normally be ranked as an Assistant Professor. This is generally the entry-level rank for new faculty in a career appointment. The probationary period of five years should be viewed as time to gain experience as a teacher and colleague, as well as time to develop a research/practice agenda and establish a rhythm of publications/shows/commissions/contracts. Requests for an early tenure decision should normally be discouraged.

Associate Professor

Normally a faculty member who has successfully served his/her probationary period, i.e., reached a level of maturity and confidence as a teacher, built a network of relationships within the University through committee work and other collaborations, and extended his/her reputation as a researcher/scholar/practitioner beyond the regional to the national or even international arena, would be promoted to Associate Professor. Although promotion to this rank often goes hand-in-hand with a tenure decision, it should not be viewed as automatic.

Professor (Full)

Only a faculty member who has made a significant contribution to his/her field of research/practice or to art and design education can expect to be promoted to the rank of Professor. He/she will have a solid national or international reputation, developed and nurtured over a period of at least eight to ten years in the profession, usually post-

terminal degree, not least of all through the success of students, both undergraduate and graduate, who have benefited from his/her mentoring and tutelage.

The following descriptions elaborate the above and should replace the Faculty Responsibilities in Article 20:

Descriptions for each Rank (and Category)

Lecturer

- An entry level position, possibly still completing terminal degree
- Developing expertise in his/her practice/area of research and beginning to establish credibility in the discipline
- Capable professionally and beginning to gain external recognition
- Innovation in practice as well as in teaching
- Enthusiastic teacher, developing skill
- Active faculty member, good colleague
- Limited expectation of service to the OCAD U community

Assistant Professor

- Terminal degree completed, or equivalent in professional accomplishment
- Developing expertise in his/her practice/area of research and establishing credibility in the discipline
- Capable professionally, and gaining external recognition
- Innovation in practice as well as in teaching
- Competent and enthusiastic teacher, developing skill
- Active faculty member, contributing to curriculum development, supporting program, Faculty or University initiatives
- A contributing member of the OCAD U community, participating on committees, at University events, and ceremonies

Associate Professor

- Ongoing and consistent achievement in his/her practice/area of expertise which has resulted in a considerable contribution to the discipline
- Very capable professionally due to a good level of expertise, the depth and reach of contribution, and external recognition of it
- Good pedagogical understanding (effective as a teacher)
- Often plays a leadership role as a faculty member, contributing to curriculum development, mentoring junior faculty, significantly supporting program or Faculty initiatives etc.
- Makes a significant contribution to the OCAD community, actively participating on committees, at University events, and ceremonies

Professor

- Significant and ongoing achievement in his/her practice/area of expertise which has resulted in a substantial contribution to the discipline
- Seen to play a leadership role professionally due to the high level of expertise, the extensive depth and reach of contribution, and external recognition of it
- Innovation a key aspect of practice as well as teaching
- Highly skilled pedagogically (inspiring, depth of knowledge, good communicator, engages the students)
- Consistently plays a leadership role as a faculty member, contributing substantially to curriculum development, mentoring junior faculty initiating program, or Faculty events etc.
- A vital member of the OCAD U community, providing leadership on committees, and University events, and ceremonies

APPENDIX C

FACULTY COMPENSATION

I. Remuneration

Wage Increases: The following wage increases to be paid retroactively:

Sessional Faculty

Increases to be paid according to Pay Scales.

Teaching Stream Faculty

ATB increases for teaching stream faculty as follows:

July 1, 2023	3%
July 1, 2024	3%
July 1, 2025	3%

Contractually Limited Term Appointment Faculty

ATB increases for CLTA faculty as follows:

July 1, 2023	3%
July 1, 2024	3%,
July 1, 2025	3%,

Tenured, Probationary and Continuing Faculty

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

July 1, 2023 3%

July 1, 2024 3%

July 1, 2025 3%

A. Pay Rate for Sessional Faculty:

July 1, 2023 3%

July 1, 2024 3%

July 1, 2025 3%

1. Effective July 1, 2023

Level	Rate
Ses1	7,077
Ses2	8,258
Ses3	9,435

2. Effective July 1, 2024

Level	Rate
Ses1	7,289
Ses2	8,506
Ses3	9,718

3. Effective July 1, 2025

Level	Rate
Ses1	7,508
Ses2	8,761
Ses3	10,010

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

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

1. Effective July 1, 2023

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	58,574	Ac1	78,837	Bc1	94,607	Cc1	110,375
Lc2	60,034	Ac2	80,417	Bc2	96,181	Cc2	111,951

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc3	61,500	Ac3	81,992	Bc3	97,760	Cc3	113,526
Lc4	62,962	Ac4	83,566	Bc4	99,338	Cc4	115,103
Lc5	64,432	Ac5	85,144	Bc5	100,911	Cc5	116,683
Lc6	65,894	Ac6	86,725	Bc6	102,490	Cc6	118,259
Lc7	67,357	Ac7	88,299	Bc7	104,068	Cc7	119,834
Lc8	68,823	Ac8	89,874	Bc8	105,644	Cc8	121,408
Lc9	70,286	Ac9	91,453	Bc9	107,218	Cc9	122,989
Lc10	71,752	Ac10	93,030	Bc10	108,796	Cc10	124,564
Lc11	73,214	Ac11	94,607	Bc11	110,375	Cc11	126,140
Lc12	74,680	Ac12	96,180	Bc12	111,951	Cc12	127,720
Lc13	76,141	Ac13	97,760	Bc13	113,526	Cc13	129,298
Lc14	77,608	Ac14	99,338	Bc14	115,103	Cc14	130,870
Lc15	79,072	Ac15	100,911	Bc15	116,681	Cc15	132,448
Lc16	80,539	Ac16	102,490	Bc16	118,259	Cc16	134,028
Lc17	82,002	Ac17	104,068	Bc17	119,834	Cc17	135,603
Lc18	83,467	Ac18	105,644	Bc18	121,408	Cc18	137,180
Lc19	84,928	Ac19	107,218	Bc19	122,988	Cc19	138,751
Lc20	86,395	Ac20	108,796	Bc20	124,564	Cc20	140,331
Lc21	87,858	Ac21	110,375	Bc21	126,140	Cc21	141,909
		Ac22	111,953	Bc22	127,721	Cc22	143,489

Lecturer		Assistant Professor		Associate Professor		Professor	
		Ac23	113,530	Bc23	129,296	Cc23	145,065
		Ac24	115,107	Bc24	130,872		
		Ac25	116,684	Bc25	132,450		
		Ac26	118,260	Bc26	134,027		
		Ac27	119,836	Bc27	135,602		
		Ac28	121,412	Bc28	137,177		
		Ac29	122,989	Bc29	138,752		
		Ac30	124,566	Bc30	140,331		

2. Effective July 1, 2024

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc1	60,331	Ac1	81,202	Bc1	97,445	Cc1	113,686
Lc2	61,835	Ac2	82,830	Bc2	99,066	Cc2	115,310
Lc3	63,345	Ac3	84,452	Bc3	100,693	Cc3	116,932
Lc4	64,851	Ac4	86,073	Bc4	102,318	Cc4	118,556
Lc5	66,365	Ac5	87,698	Bc5	103,938	Cc5	120,183
Lc6	67,871	Ac6	89,327	Bc6	105,565	Cc6	121,807
Lc7		Ac7		Bc7		Cc7	

Lecturer		Assistant Professor		Associate Professor		Professor	
	69,378		90,948		107,190		123,429
Lc8	70,888	Ac8	92,570	Bc8	108,813	Cc8	125,050
Lc9	72,396	Ac9	94,197	Bc9	110,435	Cc9	126,679
Lc10	73,905	Ac10	95,821	Bc10	112,060	Cc10	128,301
Lc11	75,410	Ac11	97,445	Bc11	113,686	Cc11	129,924
Lc12	76,920	Ac12	99,065	Bc12	115,310	Cc12	131,552
Lc13	78,425	Ac13	100,693	Bc13	116,932	Cc13	133,177
Lc14	79,936	Ac14	102,318	Bc14	118,556	Cc14	134,796
Lc15	81,444	Ac15	103,938	Bc15	120,181	Cc15	136,421
Lc16	82,955	Ac16	105,565	Bc16	121,807	Cc16	138,049
Lc17	84,462	Ac17	107,190	Bc17	123,429	Cc17	139,671
Lc18	85,971	Ac18	108,813	Bc18	125,050	Cc18	141,295
Lc19	87,476	Ac19	110,435	Bc19	126,678	Cc19	142,914
Lc20	88,987	Ac20	112,060	Bc20	128,301	Cc20	144,541
Lc21	90,494	Ac21	113,686	Bc21	129,924	Cc21	146,166
		Ac22	115,312	Bc22	131,553	Cc22	147,794
		Ac23	116,936	Bc23	133,175	Cc23	149,417
		Ac24	118,560	Bc24	134,798		
		Ac25	120,185	Bc25			

Lecturer		Assistant Professor		Associate Professor		Professor	
					136,424		
		Ac26	121,808	Bc26	138,048		
		Ac27	123,431	Bc27	139,670		
		Ac28	125,054	Bc28	141,292		
		Ac29	126,679	Bc29	142,915		
		Ac30	128,303	Bc30	144,541		

3. Effective July 1, 2025

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	62,141	Ac1	83,638	Bc1	100,368	Cc1	117,097
Lc2	63,690	Ac2	85,315	Bc2	102,038	Cc2	118,769
Lc3	65,245	Ac3	86,986	Bc3	103,714	Cc3	120,440
Lc4	66,797	Ac4	88,655	Bc4	105,388	Cc4	122,113
Lc5	68,356	Ac5	90,329	Bc5	107,056	Cc5	123,788
Lc6	69,907	Ac6	92,007	Bc6	108,732	Cc6	125,461
Lc7	71,459	Ac7	93,676	Bc7	110,406	Cc7	127,132

Lecturer		Assistant Professor		Associate Professor		Professor	
Lc8	73,015	Ac8	95,347	Bc8	112,077	Cc8	128,802
Lc9	74,567	Ac9	97,023	Bc9	113,748	Cc9	130,479
Lc10	76,122	Ac10	98,696	Bc10	115,422	Cc10	132,150
Lc11	77,672	Ac11	100,368	Bc11	117,097	Cc11	133,822
Lc12	79,228	Ac12	102,037	Bc12	118,769	Cc12	135,499
Lc13	80,778	Ac13	103,714	Bc13	120,440	Cc13	137,172
Lc14	82,334	Ac14	105,388	Bc14	122,113	Cc14	138,840
Lc15	83,887	Ac15	107,056	Bc15	123,786	Cc15	140,514
Lc16	85,444	Ac16	108,732	Bc16	125,461	Cc16	142,190
Lc17	86,996	Ac17	110,406	Bc17	127,132	Cc17	143,861
Lc18	88,550	Ac18	112,077	Bc18	128,802	Cc18	145,534
Lc19	90,100	Ac19	113,748	Bc19	130,478	Cc19	147,201
Lc20	91,657	Ac20	115,422	Bc20	132,150	Cc20	148,877
Lc21	93,209	Ac21	117,097	Bc21	133,822	Cc21	150,551
		Ac22	118,771	Bc22	135,500	Cc22	152,228
		Ac23	120,444	Bc23	137,170	Cc23	153,900
		Ac24	122,117	Bc24	138,842		
		Ac25	123,791	Bc25	140,517		
		Ac26	125,462	Bc26	142,189		

Lecturer		Assistant Professor		Associate Professor		Professor	
		Ac27	127,134	Bc27	143,860		
		Ac28	128,806	Bc28	145,531		
		Ac29	130,479	Bc29	147,202		
		Ac30	132,152	Bc30	148,877		

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, 2023

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	64,612	A1	80,766	B1	101,764	C1	122,760
L2	66,226	A2	82,378	B2	103,380	C2	124,376
L3	67,842	A3	83,994	B3	104,991	C3	125,992
L4	69,457	A4	85,607	B4	106,609	C4	127,608

Lecturer		Assistant Professor		Associate Professor		Professor	
L5	71,071	A5	87,221	B5	108,224	C5	129,222
L6	72,687	A6	88,844	B6	109,837	C6	130,837
L7	74,304	A7	90,455	B7	111,455	C7	132,454
L8	75,919	A8	92,068	B8	113,067	C8	134,068
L9	77,534	A9	93,683	B9	114,684	C9	135,684
L10	79,147	A10	95,301	B10	116,300	C10	137,298
L11	80,766	A11	96,917	B11	117,914	C11	138,911
L12	82,378	A12	98,529	B12	119,527	C12	140,531
L13	83,994	A13	100,143	B13	121,144	C13	142,143
L14	85,607	A14	101,764	B14	122,769	C14	143,756
L15	87,221	A15	103,380	B15	124,376	C15	145,375
L16	88,844	A16	104,991	B16	125,992	C16	146,989
L17	90,455	A17	106,609	B17	127,608	C17	148,603
L18	92,068	A18	108,224	B18	129,222	C18	150,219
L19	93,683	A19	109,837	B19	130,838	C19	151,836
L20	95,301	A20	111,455	B20	132,453	C20	153,451
L21	96,917	A21	113,067	B21	134,068	C21	155,065
		A22	114,683	B22	135,687	C22	156,678
		A23	116,297	B23	137,302	C23	158,293
		A24	117,911	B24	138,918	C24	159,908

Lecturer		Assistant Professor		Associate Professor		Professor	
		A25	119,527	B25	140,534	C25	161,523
		A26	121,142	B26	142,149	C26	163,139
		A27	112,758	B27	143,764	C27	164,752
		A28	124,373	B28	145,379	C28	166,368
		A29	125,987	B29	146,995	C29	167,985
		A30	127,604	B30	148,607	C30	169,599

2. Effective July 1, 2024

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	66,550	A1	83,189	B1	104,817	C1	126,443
L2	68,213	A2	84,849	B2	106,481	C2	128,107
L3	69,877	A3	86,514	B3	108,141	C3	129,772
L4	71,541	A4	88,175	B4	109,807	C4	131,436
L5	73,203	A5	89,838	B5	111,471	C5	133,099
L6	74,868	A6	91,509	B6	113,132	C6	134,762

Lecturer		Assistant Professor		Associate Professor		Professor	
L7	76,533	A7	93,169	B7	114,799	C7	136,428
L8	78,197	A8	94,830	B8	116,459	C8	138,090
L9	79,860	A9	96,493	B9	118,125	C9	139,755
L10	81,521	A10	98,160	B10	119,789	C10	141,417
L11	83,189	A11	99,825	B11	121,451	C11	143,078
L12	84,849	A12	101,485	B12	123,113	C12	144,747
L13	86,514	A13	103,147	B13	124,778	C13	146,407
L14	88,175	A14	104,817	B14	126,443	C14	148,069
L15	89,838	A15	106,481	B15	128,107	C15	149,736
L16	91,509	A16	108,141	B16	129,772	C16	151,399
L17	93,169	A17	109,807	B17	131,436	C17	153,061
L18	94,830	A18	111,471	B18	133,099	C18	154,726
L19	96,493	A19	113,132	B19	134,763	C19	156,391
L20	98,160	A20	114,799	B20	136,427	C20	158,055
L21	99,825	A21	116,459	B21	138,090	C21	159,717
		A22	118,123	B22	139,758	C22	161,378
		A23	119,786	B23	141,421	C23	163,042
		A24	121,448	B24	143,086	C24	164,705
		A25	123,113	B25	144,759	C25	166,369

Lecturer		Assistant Professor		Associate Professor		Professor	
		A26	124,776	B26	146,413	C26	168,033
		A27	126,441	B27	148,077	C27	169,695
		A28	128,104	B28	149,740	C28	171,359
		A29	129,767	B29	151,405	C29	173,025
		A30	131,432	B30	153,065	C30	174,687

3. Effective July 1, 2025

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	68,547	A1	85,685	B1	107,962	C1	130,236
L2	70,259	A2	87,394	B2	109,675	C2	131,950
L3	71,973	A3	89,109	B3	111,385	C3	133,665
L4	73,687	A4	90,820	B4	113,101	C4	135,379
L5	75,399	A5	92,533	B5	114,815	C5	137,092
L6	77,114	A6	94,254	B6	116,526	C6	138,805
L7	78,829	A7	95,964	B7	118,243	C7	140,521

Lecturer		Assistant Professor		Associate Professor		Professor	
L8	80,543	A8	97,675	B8	119,953	C8	142,233
L9	82,256	A9	99,388	B9	121,669	C9	143,948
L10	83,967	A10	101,105	B10	123,383	C10	145,660
L11	85,685	A11	102,820	B11	125,095	C11	147,370
L12	87,394	A12	104,530	B12	126,806	C12	149,089
L13	89,109	A13	106,241	B13	128,521	C13	150,799
L14	90,820	A14	107,962	B14	130,236	C14	152,511
L15	92,533	A15	109,675	B15	131,950	C15	154,228
L16	94,254	A16	111,385	B16	133,665	C16	155,941
L17	95,964	A17	113,101	B17	135,379	C17	157,653
L18	97,675	A18	114,815	B18	137,092	C18	159,368
L19	99,388	A19	116,526	B19	138,806	C19	161,083
L20	101,105	A20	118,243	B20	140,520	C20	162,797
L21	102,820	A21	119,953	B21	142,233	C21	164,509
		A22	121,667	B22	143,951	C22	166,219
		A23	123,380	B23	145,664	C23	167,933
		A24	125,091	B24	147,379	C24	169,646
		A25	126,806	B25	149,093	C25	171,360
		A26	128,519	B26	150,805	C26	173,074

Lecturer		Assistant Professor		Associate Professor		Professor	
		A27	130,234	B27	152,519	C27	174,786
		A28	131,947	B28	154,232	C28	176,500
		A29	133,660	B29	155,947	C29	178,216
		A30	135,375	B30	157,657	C30	179,928

II. Benefits Eligibility, Premiums and Coverage for Faculty

A. Sessional Faculty

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

B. Teaching Stream, CLTA, Continuing, Probationary and Tenured Faculty

1. Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible for the following benefits coverage:
 - a. **Medical, Dental, Life Insurance and Long-term Disability (LTD)**
 - (1) **Eligibility:** All Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including same-sex spouse), as well as LTD

insurance, to take effect on the first day of the month following their date of employment with the University.

- (2) **Payment of Premiums:** Maximum-Load faculty are responsible for 10% of the medical premiums, 80% of the long-term disability premiums and 50% of the life insurance premiums. The above premiums are pro-rated on the same basis for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%. Dental premiums are fully paid by the University for Maximum-Load faculty and pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.
- (3) **Medical Coverage:** According to the current employee group benefits booklet.
- (4) **Dental Coverage:** According to the current employee group benefits booklet.
- (5) **Life Insurance:** According to the current employee group benefits booklet.
- (6) **Long-Term Disability Insurance:** According to the current employee group benefits booklet.
- (7) **Vision Coverage:** According to the current employee group benefits booklet.

III. Pension Eligibility and Contributions for Faculty

A. Sessional Faculty

1. Sessional faculty are not eligible to participate in the University's pension plan.

B. Teaching Stream, CLTA, Continuing, Probationary and Tenured Faculty

1. Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All Teaching Stream, CLTA, Continuing, Probationary and Tenured faculty are normally eligible to enrol in the pension plan following one year of employment with the University. Such requirement may be waived by the University at the point of hire in the case of Associate or Full Professors.
 - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

IV. Vacation Entitlement

A. Sessional Faculty

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

B. Teaching Stream Faculty

1. Teaching Stream faculty are entitled to four weeks of paid vacation per year.

C. CLTA Faculty

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

D. Continuing, Probationary and Tenured Faculty

1. Continuing, Probationary and Tenured faculty are entitled to annual paid vacation at the following rate:
 - a. Four weeks/year after one year of continuous service
 - b. Five weeks/year after eight years of continuous service
 - c. Six weeks/year after 16 years of continuous service.

Annual paid vacation is not accruable beyond the current year.

APPENDIX D

ACADEMIC STAFF COMPENSATION

I. Remuneration

Wage Increases: The following wage increases are to be paid retroactively:

All Classifications

ATB increases for all academic staff as follows:

July 1, 2023	3%
July 1, 2024	3%
July 1, 2025	3%

A. Pay Rate for Teaching/Research Assistants:

1. Effective July 1, 2023

Undergraduate Research Assistant:	\$21.96
Marker/Grader:	\$30.11
Tutorial Leader:	\$34.79
Graduate Research Assistant:	\$34.79

2. Effective July 1, 2024

Undergraduate Research Assistant:	\$22.62
Marker/Grader:	\$31.01
Tutorial Leader:	\$35.84
Graduate Research Assistant:	\$35.84

3. Effective January 1, 2025

One-time special adjustment of 1%

Undergraduate Research Assistant:	\$22.84
Marker/Grader:	\$31.32
Tutorial Leader:	\$36.20
Graduate Research Assistant:	\$36.20

4. Effective July 1, 2025

Undergraduate Research Assistant:	\$23.53
Marker/Grader:	\$32.26
Tutorial Leader:	\$37.28
Graduate Research Assistant:	\$37.28

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, 2023

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	60,885
Dc2	62,626
Dc3	64,365
Dc4	66,102
Dc5	67,845
Dc6	69,584
Dc7	71,323

Contract Technicians & Academic Counsellors	
Dc8	73,060
Dc9	74,804
Dc10	76,542
Dc11	78,280
Dc12	80,021
Dc13	81,761
Dc14	83,496
Dc15	85,240
Dc16	86,978
Dc17	88,717
Dc18	90,458
Dc19	92,197
Dc20	93,938
Dc21	95,678
Dc22	97,420
Dc23	99,160
Dc24	100,902

2. Effective July 1, 2024

Contract Technicians & Academic Counsellors	
Level	Salary

Contract Technicians & Academic Counsellors	
Dc1	62,712
Dc2	64,505
Dc3	66,296
Dc4	68,085
Dc5	69,880
Dc6	71,672
Dc7	73,463
Dc8	75,252
Dc9	77,048
Dc10	78,838
Dc11	80,628
Dc12	82,422
Dc13	84,214
Dc14	86,001
Dc15	87,797
Dc16	89,587
Dc17	91,379
Dc18	93,172
Dc19	94,963
Dc20	96,756
Dc21	98,548
Dc22	100,343
Dc23	102,135
Dc24	103,929

3. Effective July 1, 2025

Contract Technicians & Academic Counsellors	
Level	Salary
Dc8	77,510
Dc9	79,359
Dc10	81,203
Dc11	83,047

Contract Technicians & Academic Counsellors	
Dc12	84,895
Dc13	86,740
Dc14	88,581
Dc15	90,431
Dc16	92,275
Dc17	94,120
Dc18	95,967
Dc19	97,812
Dc20	99,659
Dc21	101,504
Dc22	103,353
Dc23	105,199
Dc24	107,047
Dc25	108,668
Dc26	110,289
Dc27	111,910

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, 2023

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	62,376
D2	64,156
D3	65,935
D4	67,718
D5	69,500
D6	71,281
D7	73,063
D8	74,845
D9	76,631
D10	78,410
D11	80,195
D12	81,974
D13	83,753
D14	85,536
D15	87,321
D16	89,101
D17	90,886
D18	92,666
D19	94,448

Permanent & Probationary Technicians & Academic Counsellors	
D20	96,229
D21	98,016
D22	99,798
D23	101,577
D24	103,355

2. Effective July 1, 2024

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	64,247
D2	66,081
D3	67,913
D4	69,750
D5	71,585
D6	73,419
D7	75,255
D8	77,090
D9	78,930
D10	80,762
D11	82,601
D12	84,433
D13	86,266
D14	88,102
D15	89,941
D16	91,774
D17	93,613
D18	95,446
D19	97,281
D20	99,116
D21	100,956

Permanent & Probationary Technicians & Academic Counsellors	
D22	102,792
D23	104,624
D24	106,456

3. Effective July 1, 2025

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D8	79,403
D9	81,298
D10	83,185
D11	85,079
D12	86,966
D13	88,854
D14	90,745
D15	92,639
D16	94,527
D17	96,421
D18	98,309
D19	100,199
D20	102,089
D21	103,985
D22	105,876
D23	107,763
D24	109,650
D25	111,271
D26	112,892
D27	114,513

4.

II. Benefits Eligibility, Premiums and Coverage for Academic Staff

A. Teaching/Research Assistants and Contract Academic Staff

1. Teaching/Research 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/Research Assistants and Contract Academic Staff

- 1. Teaching/Research Assistants and Contract Academic Staff are not eligible to participate in the University's pension plan.

B. Probationary and Permanent Technicians and Academic Counsellors

- 1. Probationary and Permanent Technicians and Academic Counsellors are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All Probationary and Permanent Academic Counsellors are eligible to enrol in the pension plan following one year of employment with the University.
 - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

IV. Vacation Entitlement

A. Teaching/Research Assistants and Contract Academic Staff

1. Teaching/Research Assistants and Contract Academic Staff receive 4% pay in lieu of vacation.

B. Probationary and Permanent Technicians and Academic Counsellors

1. Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after six years of continuous service
- c. Five weeks/year after 12 years of continuous service
- d. Six weeks/year after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after five years of continuous service
- c. Five weeks/year after ten years of continuous service
- d. Six weeks/year after 18 years of continuous service

Annual paid vacation is not accruable beyond September 1st of any year.

2. Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after six years of continuous service
- c. 10% after 12 years of continuous service
- d. 12 % after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after five years of continuous service
- c. 10% after ten years of continuous service
- d. 12 % after 18 years of continuous service

Vacation time is paid out on the last pay of the academic year. Those wishing to take vacation time off, rather than receiving vacation pay, may do so with the approval of their supervisor. Such approval shall take into consideration operational efficiencies of the area, and shall not be unreasonably withheld. Vacation time taken is deducted from vacation pay owing.

APPENDIX E
PANEL OF ARBITRATORS

Kevin Burkett

Russell Goodfellow

William Kaplan

Paula Knopf

Jasbir Parmar

Eli Gedalof

Brian Sheehan

Archana Matthew

Heather Ann McConnell

The Joint Committee may review and amend this list if agreed.

MEMORANDUM OF UNDERSTANDING

OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS

Between:

OCAD UNIVERSITY

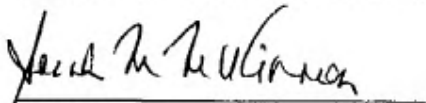
and

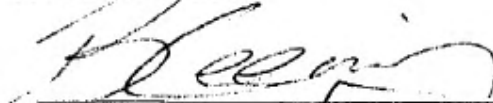
ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION ("OCADFA")

The parties have agreed that:

1. Appendix A, entitled OCAD University Policy on Intellectual Property Rights ("the Policy") shall govern the relationships between OCAD University and Faculty Members, and between OCAD University and Academic Staff in matters pertaining to Intellectual Property, unless otherwise agreed by OCAD University and OCADFA.
2. Disputes about the respective rights of OCAD University and Faculty Members, or of OCAD University and members of the Academic Staff, under the Policy shall be subject to Article 13 of the Memorandum of Agreement between OCAD University and OCADFA ("the MOA").
3. Where OCAD University and a Faculty Member are unable to reach agreement within sixty (60) days after OCAD University has informed the Faculty Member of its intention to participate in the protection, licensing and/or commercialization of patentable inventions and other registrable Intellectual Property under the Policy, with respect to the terms and conditions under which that participation shall occur, the matter shall be considered a dispute subject to Article 13 of the MOA.
4. OCAD University cannot amend the Policy as it concerns the rights of Faculty Members and Academic Staff as set out in this Letter of Understanding and its Appendix A, except with the agreement of OCADFA.
5. The Ontario College of Art & Design Collaboration Policy shall be rescinded.
6. This Letter of Understanding shall take effect upon ratification by OCAD University and by OCADFA. Bill Kaplan shall remain seized pursuant to his appointment by the parties until ratification by both parties. This Letter of Understanding and its Appendix A shall be reproduced behind the MOA following the renewal of the MOA.

SIGNED AT TORONTO THIS 5th DAY OF JANUARY 2011.


OCAD University


OCADFA

APPENDIX F

OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS

PREAMBLE

WHEREAS the common good of society is served by the unfettered search for knowledge in all fields of study, and upon its public exposition;

WHEREAS OCAD University is committed to preserving the principles of academic freedom and ensuring that all creators of Intellectual Property have their rights protected;

THEREFORE, OCAD University has adopted the following Policy.

A. DEFINITIONS

In this Policy, the following definitions apply:

- (a) *Academic Staff* means academic staff as defined in the MOA.
- (b) *Contributions* shall be assessed in accordance with the academic conventions pertaining to the discipline and Canadian intellectual property law.
- (c) *Costs* mean all costs associated with the registration, protection and enforcement of Intellectual Property rights including, but not limited to, government filing fees, legal costs, insurance, accounting and other incidental costs. *Costs* also include those costs associated directly with the research, development, creation and production of the Intellectual Property itself and indirectly through the use of any OCAD University Resources, Ordinary Support or Extraordinary Support and any costs associated with the distribution, exhibition, publication, or exploitation thereof including without

limitation marketing, promotion and advertising of the Intellectual Property or any product, good or service incorporating the Intellectual Property.

(d) *Extraordinary Support* means OCAD University funds, personnel, facilities, equipment and other resources that are provided to a Faculty Member to a degree that is in excess of that normally available and does not include “Ordinary Support”. Such “Extraordinary Support” will be recognized by all parties through a written agreement before such support is provided.

(e) *Faculty Member* means faculty member as defined in the MOA.

(f) *Intellectual Property* means any result of intellectual, design, literary or artistic activity giving rise to a copyright, patent, trade-mark, industrial design or trade secret that accrues to intellectual property by statute, application, or registration, or other rights accruing under this Policy, whether or not protected by statute, including:

(i) Inventions, arts, processes, machines, compositions of matter and improvements;

(ii) Original literary, dramatic, artistic, and musical works as well as sound recordings, performer’s performances and communication signals , including but not limited to: publications, notes, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, websites, course work delivered on the Internet, including distance education, multimedia instructional packages, course syllabi, tests and work papers, course lectures, public lectures, choreographic works, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer software, computer programs and code of all types, layouts, interfaces, applications and tools, all databases and database layouts, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, works of visual

art and music (including any software which expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia);

(iii) Proprietary information, trade secrets and know-how;

(iv) Industrial designs, architectural designs, environmental designs and artistic designs;

(v) Tangible research property including research data, and databases, integrated circuit topography, engineering drawings, engineering prototypes and other property which can be physically distributed, whether or not any such property is registrable or registered, or the subject of applications for registration;

(vi) And all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

(g) *MOA* means the Memorandum of Agreement between OCAD University and OCADFA.

(g) *Moral Rights* means the author's right to claim authorship and to protect the integrity of a work under applicable law, including (i) the right of attribution of authorship or performership, (ii) the right not to have authorship or performership falsely attributed, and (iii) the right of integrity of authorship or performership, including but not limited to the right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to the author's or performer's work which would be prejudicial to the author's honour or reputation.

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

- (i) *OCAD University Resources* means facilities, equipment, materials, premises, financial and capital resources and/or administrative services made available by OCAD University and the work-time of an employee carrying out the duties associated with his or her employment.
- (j) *Ordinary Support* of a Faculty Member means regular salary, professional allowance, professional development funds, course release stipends, sabbaticals, supplies, benefits, professional support, use of the library, use of equipment including computing and other and facilities made available to a Faculty Member in the normal course of his or her employment and without the necessity of OCAD University providing additional support.
- (k) *Professional Practice/Research* has the same meaning as in the MOA.
- (l) *Sponsor* means any third party not covered under this Policy, including but not limited to an individual, corporation, partnership, not-for-profit, charitable organization, association or post-secondary institution, who provides support to the research and/or creative activities carried on by persons covered by this Policy, whether the support is provided in cash or in-kind.

B.INTRODUCTION

B.1 The status of an individual while he or she is engaged in the creation of a work shall be determinative with respect to the application of this Policy. For example, where an individual holds both an Academic Staff appointment and a Faculty Member designation, it is the “work assignment” that is assigned to the individual as part of each appointment that determines which clauses of this Policy apply.

B.2 As a publicly-assisted university, OCAD University shall have the right to report on the publications, exhibitions, shows, patents, licenses and other forms of research,

scholarly and creative activity of its employees where such activities are conducted as part of their OCAD University responsibilities.

C. ACADEMIC STAFF

C.1 Intellectual Property developed and/or created by Academic Staff as work for hire in the course of their employment by OCAD University shall be the exclusive property of OCAD University from the moment of the creation thereof and OCAD University shall have the unfettered rights thereto. An Academic Staff member is encouraged to seek clarification from his/her supervisor if there is a question about the application of this paragraph to a particular activity.

C.2 Academic Staff shall disclose fully and immediately all Intellectual Property developed in the course of their employment to their Senior Manager, Dean or the Vice-President Research and Graduate Studies.

C.3 OCAD University may, as owner of Intellectual Property as described in paragraph C.1, freely license such Intellectual Property to third parties. OCAD University will first offer the right to license such Intellectual Property to the Academic Staff member who created the Intellectual Property. If a license agreement is not reached between OCAD University and such Academic Staff member, OCAD University shall nonetheless offer a first right of refusal to such member prior to entering a license agreement with a third party. Such license agreement shall, at a minimum, always be subject to OCAD University retaining a royalty free, non-exclusive, non-transferable right to use such Intellectual Property for teaching, research and administrative purposes.

C.4 In the event that OCAD University elects to license the Intellectual Property to any third parties, OCAD University shall share with the Academic Staff, in proportionate shares equivalent to the Contributions of the Academic Staff to the work, all gross revenue derived from the exploitation thereof after the deduction of all Costs as defined

in this Policy, but in any event, such share to be payable to OCAD University shall not exceed 75% of the net revenues. OCAD University shall report to the Academic Staff in writing on a semi-annual basis all gross revenues derived from the exploitation of the Intellectual Property, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Academic Staff.

D. FACULTY MEMBERS

D.1 A Faculty Member shall not be obliged to engage in the commercial exploitation of professional or scholarly work or to provide commercial justification for it, except as agreed in any grant application, award or contract, or as set out in this Policy.

D.2 Faculty Members are free and encouraged to publish, or use other means of distribution and exhibition to disseminate, the results and proceeds of the teaching or research conducted at OCAD University or his or her Professional Practice/Research.

D.3 The ownership of all Intellectual Property in works created by a Faculty Member shall belong to the Faculty Member responsible for the creation of such work, in proportion to his or her Contributions to the work, except as provided by this Policy.

D.4 Since the dissemination of knowledge is one of the primary functions of OCAD University, the dissemination of the results and proceeds of teaching or Professional Practice/Research should be such that the results may be freely published or otherwise made available to the public. Where a Sponsor wishes to delay publication of work produced under a contract with the Sponsor, such publication delay shall not normally be longer than three (3) months from the date of the submission of the final work to the Sponsor, unless otherwise agreed in writing between OCAD University, the Sponsor and the Faculty Member.

D.5 OCAD University may enter into agreements to subcontract the services of a Faculty

Member to Sponsors, with the consent of the Faculty Member. Prior to granting such consent, a Faculty Member shall have the opportunity to consult with the OCAD University Faculty Association. In such agreements, OCAD University will advise Sponsors of the principles outlined in the Preamble and make best efforts to secure to the Faculty Member whose services are subcontracted all the rights, privileges and benefits accorded to Faculty Members in this Policy. If OCAD University makes an agreement that fails to secure the said rights, privileges and benefits to a Faculty Member as set out in this Policy, the Faculty Member shall have the right to choose not to participate. In such circumstances, OCAD University shall be free to contract with alternate individuals to provide such services to the third party. Faculty Members are encouraged to seek the advice of OCADFA prior to entering into any agreement with OCAD University and a Sponsor.

D.6 A Faculty Member will acknowledge his/her affiliation with OCAD University on scholarly and research publications, juried exhibitions and shows, trademarks, patents, or other forms of research, scholarly and creative dissemination of works whenever OCAD University Resources, Ordinary Support or Extraordinary Support was used by the Faculty Member in the creation thereof. A Faculty Member is not permitted to imply that OCAD University approves, promotes or endorses works produced as part of the Professional Practice/Research of the Faculty Member without the prior written agreement of OCAD University.

E. COPYRIGHT AND RELATED INTELLECTUAL PROPERTY RIGHTS – FACULTY MEMBERS

E.1 Paragraphs E.1 to E.12 apply to Faculty Members in respect of: (i) all copyright protected works as described in paragraphs E.2 and E.3, as well as (ii) all works giving rise to Intellectual Property as defined in this Policy and listed in paragraph E.3 that are not covered by the Copyright Act, paragraph F or registered or registrable under patent or industrial design legislation.

E.2 Copyright protection applies to all original pedagogical, scholarly, scientific, literary, dramatic, musical, artistic, designed and recorded works in any fixed medium or material form, provided such works meet the criteria set out under the Copyright Act of Canada, as amended from time to time, for copyright protection to subsist.

E.3 Subject to the requirement to meet the criteria as set out in paragraphs E.1 and E.2 above, for the purposes of this Policy, original works may include but are not limited to: websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, communication design applications (including digital and web), interactive design, works of architectural, landscape artistic or environmental design including plans and drawings, computer software, tangible research property, research data and databases or other products of research and discovery and other works.

E.4 No Faculty Member shall claim any Intellectual Property as described at paragraphs E.1 - E.3 in any assessment, grading, report, or correspondence produced pursuant to her/his normal administrative duties within OCAD University.

E.5 No Faculty Member shall claim Intellectual Property as described at paragraphs E.1 - E.3 in any work provided by OCAD University to the Faculty Member to assist him/her in carrying out his/her duties, even if such work is modified by the Faculty Member for such purposes or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of OCAD University's affairs.

E.6 Where copyright or other Intellectual Property as described at paragraphs E.1-E.3, other than the rights covered by paragraph F, has been assigned to it by a Faculty Member, OCAD University shall give written notice to the Faculty Member who assigned such intellectual property right to OCAD University, of any agreements OCAD University enters into with third parties assigning such rights or any licenses related thereto.

E.7 Subject to paragraph E.4, all Intellectual Property described at paragraphs E.1 – E.3 in any works created by a Faculty Member who created the work using the Ordinary Support of OCAD University shall be deemed to vest exclusively in the Faculty Member, even if it was created solely on OCAD University's time and with OCAD University's facilities and resources, except in cases of works where there is a contract to the contrary between the Faculty Member and OCAD University.

E.8 When a Faculty Member is contracted by OCAD University for the express purpose of creating or producing specific works that may give rise to Intellectual Property, there shall be a written agreement between OCAD University and the Faculty Member which shall, at minimum, address the following matters:

- (i) Definition of the works(s) to be produced;
- (ii) Scheduling and funding of the project;
- (iii) Ownership and use of the works(s), including ownership of Intellectual Property described at paragraphs E.1 – E.3 above and rights in the master copy of all contracted works;
- (iv) Distribution, leasing and/or licensing of the use of the works(s), including the rights of the Faculty Member to use the work if the Faculty Member has not retained ownership;
- (v) Rights of revision, if any; and
- (vi) Definition, distribution and timing of royalty and other payments, if applicable.

E.9 Unless the written agreement between the Faculty Member and OCAD University provides otherwise:

(i) The Faculty Member shall continue to be entitled to use works he or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations unless such entitlement or a portion thereof has been expressly waived as a condition of the commissioned work agreement or sale provided OCAD University is credited as the owner thereof. Such a sale, license or lease does not preclude a Faculty Member from requiring that the work not be associated with the Faculty Member, if that is the wish of the Faculty Member, and should the Faculty Member wish, that the Faculty Member no longer be associated with the work if the Faculty Member originally chose to be associated with it, provided the Faculty Member has not previously waived his or her Moral Rights to require same. Moreover, nothing in this provision precludes the Faculty Member from negotiating with OCAD University the waiver of any Moral Rights associated with the work;

(ii) Notwithstanding the preceding paragraph, there shall be no waiver of the Faculty Member's right to the use of distributed learning materials he or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations; and

(iii) The Faculty Member who created the work shall have the first right to participate in the revisions and updating of the commissioned work, normally at the end of five years, under a separate contract for services. In the event that the Faculty Member does not exercise such right, the OCAD University shall be free to contract with third parties to revise and update the commissioned work and the Faculty Member shall waive Moral

Rights in the work in order to permit such revisions and updates. In such case, the Faculty Member shall have no rights with respect to the revised content.

E.10 Where OCAD University contracts with a Faculty Member to create a work as described at paragraph E.8, and that contract provides that OCAD University retains the right to distribute, sell, lease or license such work to third parties for a fee or at no cost, in the event that OCAD University elects to distribute such work for a fee, then OCAD University's share under such a contract shall not exceed 75% of the net revenues earned by OCAD University from the exploitation thereof after the deduction of all Costs as defined in this Policy. OCAD University shall report to the Faculty Member in writing on a semi-annual basis all gross revenues derived from the exploitation of the commissioned work, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Faculty Member and shall pay out to the Faculty Member her/his share of royalties and net revenues within one month of each report.

E.11 An agreement between a Faculty Member and OCAD University for OCAD University to provide Extraordinary Support shall be in writing, shall be entered into in advance of the provision of such support, and shall describe the Extraordinary Support that OCAD University intends to provide or the Costs it expects to incur. OCAD University shall maintain a record of these Costs related to the Extraordinary Support for reporting to the Faculty Member. Any contract for Extraordinary Support shall specify who owns the Intellectual Property rights arising from the provision of such Extraordinary Support. Such contract shall also include an agreement with a Faculty Member who is the creator to participate in the royalties, if any. OCAD University's share of such royalties shall not normally exceed 50% of gross royalties or other proceeds earned by a Faculty Member. OCAD University's share of such royalties or other proceeds that are in excess of the Extraordinary Support shall be used to fund activities in support of research scholarship and creative activity and commercialization of OCAD University developed Intellectual Property. Disbursements of these funds shall be reported to the University community annually, no later than October 1st for the immediately preceding academic year (1 July to 30 June).

E.12 A Faculty Member entering into collaborations with a person who is not subject to this Policy is encouraged to enter into a written agreement in advance regarding Intellectual Property.

F. PATENTS, TRADE-MARKS, and RELATED INTELLECTUAL PROPERTY – FACULTY MEMBERS

F.1 Paragraphs F.1 to F.12 apply to an invention, integrated circuit, trade-mark, industrial design and any result of intellectual or artistic ability by a Faculty Member registrable under applicable law, excluding any work to which Paragraph E attaches.

F.2 Any decision concerning whether to seek patent protection or other form of registration of Intellectual Property described at paragraph F.1 rests, initially, with the Faculty Member who is the creator or inventor, unless the invention or creation is the result of services provided under a written agreement the provisions of which dictate otherwise.

F.3 A Faculty Member shall make full and complete written disclosure to OCAD University of any discovery for which she/he wishes to file a patent application or an application for another form of registration of Intellectual Property described at paragraph F.1 and shall assert at that time whether it refers to an invention, improvement, design or development made with the Ordinary Support or made with the Extraordinary Support of OCAD University. OCAD University shall affirm in writing to the Faculty Member whether any Extraordinary Support was provided to the development of the disclosed discovery, normally within thirty (30) days of the disclosure.

F.4 OCAD University shall describe in writing the time frame, normally within sixty (60) working days, within which OCAD University shall decide whether to participate in the application for a patent or for another form of registration of Intellectual Property described at paragraph F.1, and/or if issued, in its licensing and/or commercialization.

F.5 Except where the invention, improvement, design or development is made independently of OCAD University, OCAD University shall have the first right of refusal, but shall have no obligation to participate in any application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and commercialization of the invention, improvement, design or development, either solely or through a consortium. If OCAD University chooses to do so, OCAD University assumes the Costs of obtaining such protection, and will share net proceeds with the Faculty Member after the recouping of all Costs of protection, licensing and commercialization (normal requirements for assignment, cooperation, etc.). OCAD University shall be entitled to 40% of the net proceeds. OCAD University will report to the Faculty Member semi-annually and pay out shared royalties semi-annually (normally January 15 and July 15).

F.6 If OCAD University chooses not to participate in the application for registration, protection licensing and/or commercialization of the discovery, a Faculty Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or other form of registration of Intellectual Property described at paragraph F.1, and for the commercial exploitation of any invention, improvement, design or development so patented, at his/her sole expense. In such case, a Faculty Member shall enter into an agreement with OCAD University which agreement shall provide that where OCAD University has provided Extraordinary Support, OCAD University shall recover those costs by taking not more than 50% of the gross revenues in each year until such time as OCAD University has recovered its Extraordinary Support. Thereafter, OCAD University shall receive 25% of gross revenues. Where OCAD University has provided Ordinary Support, OCAD University shall be entitled to 10% of the gross revenues.

F.7 For the purpose of paragraph F.3 above, a Faculty Member shall disclose any invention, improvement, design or development to the Vice-President, Research & Graduate Studies, and her/his desire to apply for registration, protection, license and/or commercialize same. Within thirty (30) working days of the receipt of such a full and

complete disclosure, the Vice-President, Research & Graduate Studies, or his/her designate, shall inform the Faculty Member whether OCAD University shall choose to participate in the application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and/or commercialization of the Intellectual Property, identify the time frame and develop a schedule to finalize terms and conditions with the Faculty Member or his/her designate.

F.8 A Faculty Member has the right to withdraw from his/her agreement with OCAD University where OCAD University has failed to bring appropriate skill and effort to bear on the exploitation over a reasonable period of time to allow for the proper disclosure, technical assessment, protection, and negotiation of a license or other agreement, as agreed in writing between the Faculty Member and OCAD University. In such a case a Faculty Member may require all rights in the Intellectual Property described at paragraph F.1 to be reassigned to himself/herself and where that occurs, he/she shall reimburse OCAD University for the direct costs incurred to protect and license the Intellectual Property. For clarity, the Faculty Member shall retain Intellectual Property rights as described in paragraph D.3 above.

F.9 OCAD University has the right to withdraw from its agreement with a Faculty Member where the Faculty Member has failed to provide OCAD University with full, complete and timely disclosure of the Intellectual Property described at paragraph F.1 as required to properly evaluate the Intellectual Property against the criteria for patent protection or other form of registration and/or to enter into licensing or other agreements to facilitate commercialize the Intellectual Property in which case paragraph F.6 shall apply.

F.10 OCAD University shall be deemed to have, and a Faculty Member shall be deemed to have granted to OCAD University, a nonexclusive, royalty-free, irrevocable and non-transferable, non-commercializable 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.

Appendix G: Letter of Understanding re: TA Assignments

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

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

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

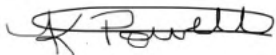
Studio	30 students or fewer	No TA	TA support may be considered in atypical studio classes where class size significantly exceeds 30 students or specific significant teaching assistance is required.
Lecture & Studio Seminar	45 students or fewer	No TA	

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

Lecture & Studio Seminar	Greater than 45 students	Typically assigned 1.5 hours per student over 45
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If a course has 90 - 150 students, one Tutorial Leader, and one possible Marker/Grader, may be assigned. If a course has more than 151 students, two Tutorial leaders, and one possible Marker/Grader, may be assigned.

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



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX H: Letter of Understanding Re: IT Technician Job Title

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

The parties agree that within 60 days of the ratification of this agreement, the current Permanent IT Technicians will meet with the Director, Academic Computing & Innovation to agree upon a mutually acceptable job title that is reflective of their duties and responsibilities.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX I: Letter of Understanding Re: Graduate Supervision

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

Whereas the parties recognize the importance and value that Faculty bring when supporting Graduate students through the development of their creative practices and academic discourse;

And, Whereas Graduate student supervision is essential to the role of a faculty member as a university educator, as per Article 20.2.1.4 Teaching and Teaching Related Responsibilities;

And, Whereas the parties recognize that this support on the part of Faculty should be recognized and valued as a vital part of the institution's core mission and vision as an art and design university;

Therefore, the parties have agreed:

1. All eligible non-Sessional faculty, except those currently serving as Program Chairs, shall be consulted on their assignment to supervise one (1) graduate student each per academic year to meet basic expectations of Teaching and Teaching Related Responsibilities, as outlined in Article 20.2.1.4 (unless no graduate student is assigned)
2. Any eligible non-Sessional faculty who supervises three (3) or more graduate students per academic year shall receive supervision credits

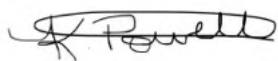
per student above two (2) upon completion of their supervisory duties, according to the following:

- a. three (3) supervision credits for primary supervision;
 - b. two (2) supervision credits for Major Research Papers (MRP);
 - c. one (1) supervision credit for secondary supervision.
3. Non-Sessional faculty may use fifteen (15) accumulated graduate supervision credits towards a 0.5 credit course release, to be taken at a mutually agreeable time, subject to academic planning.
 4. Non-Sessional faculty may only exchange graduate supervision credits for one (1) half credit (0.5) course release per academic year.
 5. A satisfactory record of overall contribution to Graduate Student supervision, including major research projects (MRP) and thesis advisory committee membership, will be a factor in performance reviews, the awarding of merit, tenure and/or promotion, and sabbaticals.

The parties agree that implementation of this Letter of Understanding will take place prior to the 2025/2026 Academic Year, subject only to ratification of the agreement.

Non-Sessional faculty will not be granted supervision credits retroactively.

A review of these provisions will take place at Joint Committee prior to the start of the 2026/2027 Academic Year to ensure that progressive steps towards an equitable division of graduate supervision workload have been achieved.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX J: Letter of Understanding Re: Indigenization

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

1. Preamble

- a. The University and the Association recognize Indigenous ways of knowing, voices, and critiques in our practices, such as leadership, teaching, research, and in our physical spaces. The Parties are committed to the protection of the heritage of Indigenous Peoples and recognize that Indigenous Peoples are the primary guardians and interpreters of their arts, sciences, practices and cultures, whether created in the past or developed in the future. This commitment and recognition include, especially, those Indigenous nations upon whose lands the University is situated. In addition to Indigenization efforts, actions of redress will require new, complementary, and additional efforts for the University to meet its collective responsibilities towards reconciliation.
- b. In the context of this *Memorandum of Agreement*, the Parties agree to use the United Nations' working definition of Indigenous Populations to understand the term "Indigenous".

2. Dispute Resolution

- a. An OCADFA member who identifies as Indigenous shall be able to bring an Indigenous Elder / Traditional Knowledge Keeper to any

grievance meetings pursuant to Article 13.4.3, and to any meetings pursuant to the University's *Respectful Work and Learning Environment Policy* wherein the member is either a complainant or respondent. The Indigenous Elder/ Traditional Knowledge Keeper shall act as an advisor and/or support person to the member.

- b. The University agrees to bear the reasonable costs of the attendance of an Indigenous Elder / Traditional Knowledge Keeper to meetings pursuant to the above.
- c. The Parties shall, under the auspices of the Joint Committee, identify two Indigenous arbitrators to be added to the Panel of Arbitrators in Appendix E.

3. Within 60 days of ratification of this *Memorandum of Agreement*, the parties shall establish a properly resourced working group to review, study and report on the steps that the University has taken to achieve its goals in respect to Indigenization. The working group shall provide its recommendations to Joint Committee by six months before the expiry of the term of this *Memorandum of Agreement*.

- a. The committee shall consist of the following members:
 - i. 2 representatives from the administration;
 - ii. 4 members appointed by OCADFA (one of whom shall be chair, and one of whom shall be charged with writing the final report;
 - iii. Executive Director, Indigenous Engagement
 - iv. An agreed upon external facilitator as needed.
- b. The University shall provide the committee with resources to complete its work, including the following:
 - i. The ability to retain experts in the relevant field;
 - ii. The ability to retain a facilitator to assist the committee in its deliberations;

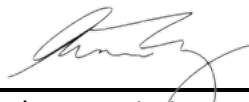
- iii. The ability to engage in consultation with other members of the University community;
 - iv. Access to appropriate meeting space and administrative support to allow the committee to perform its function.
- c. The committee shall have a mandate to consider all aspects of OCADFA's Indigenization LOU proposal and the University's Indigenization efforts, including the following:
- i. Recruitment, Retention and Recognition of Unique Burden
 - ii. Review and Promotion
 - iii. Research and Community Relations
 - iv. How best to acknowledge the National Day for Truth and Reconciliation
 - v. Any other pertinent issue(s) as identified by the working group.
- d. In recognition of the unique service burden placed on faculty member participants in this working group, each faculty member would be considered to have fully met their Service responsibilities for the academic year.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX K: Letter of Understanding Re: Student Evaluations

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

WHEREAS OCADFA has proposed to remove student evaluations from Article 24.2.2;

And WHEREAS student evaluations have been demonstrated to be a flawed tool for assessing teaching effectiveness;

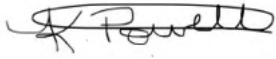
And WHEREAS the student response rate for course evaluations at OCAD University have been inconsistent and low;

And WHEREAS the student experience remains an important consideration in assessing the effectiveness of teaching;

NOW, THEREFORE, the Parties agree as follows:

1. A jointly administered Student Evaluations Committee will be formed to explore effective and equitable ways to capture the student experience. The Administration will appoint up to three (3) representatives, OCADFA will appoint up to three (3) faculty members and an invitation will be extended to the Student Union to appoint a student representative;

2. The Student Evaluations Committee shall report to the parties on their recommendations within one (1) year of ratification of the Memorandum of Agreement;



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX L: Letter of Understanding Re: Tuition Waiver

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

The University agrees that tuition fees will be waived for eligible University faculty and permanent academic staff members, their spouses and their dependents for degree credit courses offered by OCAD University at the domestic tuition rates subject to the following conditions:

1. Eligible faculty means all Tenured, Probationary, Continuing, Teaching Stream (TS) and CLTA. TS and CLTA shall be eligible for this benefit after completing twelve months (12) of continuous service and only for the duration of their TS or CLTA appointments, except for Teaching Stream with Permanent Status under article 24.4.
2. Eligible academic staff means all Permanent Technicians and Academic Counsellors.
3. Dependent means a spouse, child (natural, adopted or step) or other dependent recognized in law. A dependent child is eligible only until their twenty-fifth (25th) birthday.
4. Eligible faculty, permanent academic staff and dependents must meet the admission requirements for the program or course(s).

5. This benefit shall continue while faculty and permanent academic staff are on leave, with or without salary, or disabled.
6. Where a child of a faculty or permanent academic staff member was a dependent at the time of the member's death in service, that child is eligible for tuition waiver until their twenty-fifth (25th) birthday for a period of 24 months after the date of the death of the faculty member.
7. The spouse of a faculty or permanent academic member at the time of the faculty member's death or retirement is eligible for tuition waiver unless the spouse remarries or becomes the common-law spouse of another.
8. The terms of this LOU shall be in effect for as long as the terms and conditions of this agreement remain in force.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX M: Letter of Understanding Re: Continuing Faculty

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

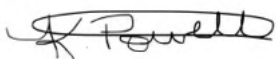
(Together referred to as "the Parties")

Whereas the parties recognize the profound and essential value that Continuing Faculty bring to the University;

And whereas all current Continuing Faculty members have lengthy years of service at the University;

Therefore, the parties have agreed:

1. Upon the expiry of their current contract, all current Continuing faculty shall be offered a contract renewal without an end-date;
2. Article 16.4.4.3 shall not apply to current Continuing Faculty.
3. All current Continuing faculty shall be subjected to a performance review prior to the offer of a contract with no end date, as per 16.4.4.4.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date

APPENDIX N: Letter of Understanding Re: Exploration of Pension Plan Options

Letter of Understanding (LOU)

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

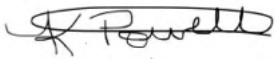
WHEREAS OCADFA has received from its membership a mandate to seek improvements to the pension plan;

And WHEREAS the established pension plan at OCAD University involves and impacts multiple parties;

And WHEREAS it is beneficial to establish, for all parties, a basic common understanding of the options and costs of changes to the pension plan.

NOW, THEREFORE, the Parties agree as follows:

1. The Pension committee, as referenced in 4.8, shall be directed to explore the costs, both to the employer and employees, of Joining the University Pension Plan (UPP) & up to one other plan at the committee's discretion.
2. The Committee shall report to joint meeting of the OCADFA president and Executive Director, OPSEU Local President, and OCAD University and any other members the parties deem appropriate.
3. The intent of this process under the Pension Committee is to share information, any results to the parties shall be presented without prejudice. No party is bound to accept, propose, or agree to any proposals that may be informed by the report of this committee.



For the University

8/26/25

Date



For the Association

Sept. 10, 2025

Date