

# Memorandum of Agreement

Between

Ontario College of Art & Design University

And

Ontario College of Art & Design Faculty Association

Duration: July 1, 2016 to June 30, 2020

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# Preamble and General Information

## ARTICLE 1 PREAMBLE

### 1.1 Statement of Principles

- 1.1.1 The Ontario College of Art & Design University (“OCAD U” or “the University”) and the Ontario College of Art & Design Faculty Association (“OCADFA”), (collectively “the Parties”), enter into this Memorandum of Agreement (“this Agreement”) in the belief that its implementation will enable OCAD U to continue providing outstanding professional education for aspiring artists, designers and educators, now and in the future, while:
- 1.1.1.1 Meeting the needs of students;
  - 1.1.1.2 Respecting the academic and personal rights of faculty and academic staff;
  - 1.1.1.3 Maintaining OCAD U’s integrity as a highly respected, studio-based art and design university where, from exemplary educators, practitioners and academics, students learn creative production, critique, inquiry, discovery, analysis, and research; and
  - 1.1.1.4 Ensuring OCAD U’s long-term administrative and financial health.
- 1.1.2 The Parties are committed to hiring and retaining faculty and academic staff whose professional qualifications and ongoing endeavours enable OCAD U to fulfill its educational mandate consistent with the provisions of the *Ontario College of Art & Design Act*.
- 1.1.3 The Parties are committed to encouraging and assisting in the Professional Development of faculty and academic staff, and recognizing their achievements.

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

## **ARTICLE 2 RECOGNITION AND EXCLUSIONS**

### **2.1 Recognition**

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

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

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

2.1.3.1 Sessional;

2.1.3.2 Teaching-Intensive Stream;

2.1.3.3 Contractually Limited Term Appointment (CLTA);

2.1.3.4 Continuing;

2.1.3.5 Probationary; or

2.1.3.6 Tenured.

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

2.1.4.1 Technicians;

2.1.4.2 Academic Counsellors; and

2.1.4.3 Teaching Assistants.

## 2.2 Exclusions

- 2.2.1 The Parties agree that the following OCAD U employee groups are excluded from membership in OCADFA:
  - 2.2.1.1 Administrative Managers;
  - 2.2.1.2 Academic Managers (while serving in this capacity);
  - 2.2.1.3 Non-Credit Instructors;
  - 2.2.1.4 Employees in the bargaining unit represented by the Ontario Public Service Employees Union (“OPSEU”) Unit 1 (support staff);
  - 2.2.1.5 Exempt Staff (support staff positions which are equivalent to OPSEU Unit 1, but exempt on the basis of confidentiality); and
  - 2.2.1.6 Employees in the bargaining unit represented by OPSEU Unit 2 (class assistants, models and student monitors).
- 2.2.2 Academic Managers
  - 2.2.2.1 “Academic Managers” include the Deans of Faculty, Associate Deans and the Vice-President, Academic, who are part of OCAD U Management and, during the course of their managerial tenure, are not represented by OCADFA.
  - 2.2.2.2 The equivalent of OCADFA dues are deducted from Associate Dean’s salaries for any courses taught during their managerial tenure.
  - 2.2.2.3 Faculty and, where appropriate, other academic staff, are represented on hiring and performance assessment committees for Deans of Faculty, Associate Deans and the Vice-President, Academic. The Committee shall comprise not less than 33% faculty.
  - 2.2.2.4 The hiring process for Academic Managers considers qualifications for both teaching and administrative duties.

## **ARTICLE 3 MEMBERSHIP IN OCADFA**

### **3.1 Preamble**

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

### **3.2 Requirement to Pay Dues**

- 3.2.1 All faculty, whether Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary or Tenured, and all academic staff, whether Contract, Probationary or Tenured, shall be required to pay dues to OCADFA, and shall sign a letter to OCAD U acknowledging their consent to the deduction of OCADFA dues at the commencement of their employment.
- 3.2.2 The payment of dues through payroll deduction is a condition of employment for all faculty and academic staff. Termination of employment is a specific penalty for the failure to authorize the payment of dues through payroll deduction. In a case of termination of employment arising from a failure to pay dues, neither a grievance nor dismissal arbitrator or arbitration board, nor a Peer Review Appeal Committee, has the authority to order reinstatement once it has been established that the faculty or academic staff member refused to authorize dues.
- 3.2.3 OCAD U shall, once in each month during the life of this Agreement, deduct from the salaries of all faculty and academic staff such fees, monthly dues or assessments as may be authorized from time to time by OCADFA, and certified in writing to OCAD U.

- 3.2.4 OCAD U shall indicate the amount of OCADFA deductions on T-4 slips for faculty and academic staff.
- 3.2.5 The employer shall remit the amounts deducted to OCADFA no later than fifteen (15) days after the deductions have been made, and shall inform OCADFA monthly of the names of employees from whose salaries deductions have been made, and the amounts so deducted from each employee's salary.
- 3.3 Membership Not Compulsory**
- 3.3.1 All faculty and academic staff shall be free to be members of OCADFA or not to be members of OCADFA.
- 3.3.2 The Parties agree that no faculty or academic staff member shall be discriminated against by OCAD U or by OCADFA because of her/his choice to be or not to be a member of OCADFA.
- 3.3.3 Faculty and academic staff who wish not to become members of OCADFA, or who wish to discontinue their membership in OCADFA, must indicate this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. It is understood that in the absence of such written notification having been received by OCADFA, all faculty and academic staff shall be considered members of OCADFA. It is also understood that faculty and academic staff who choose not to be members shall in all cases continue to pay dues.
- 3.3.4 Faculty or academic staff who have chosen not to belong to OCADFA may join or rejoin at any time by indicating this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. The faculty or academic staff member shall be re-instated as a member of OCADFA as soon as practicable after said written notification has been received by OCADFA.

### **3.4 Memorandum of Agreement**

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

### **3.5 Information Sharing Between OCAD U and OCADFA**

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

## **ARTICLE 4 DEFINITIONS APPLYING TO ALL FACULTY AND ACADEMIC STAFF**

### **4.1 Senate**

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

### **4.2 Board of Governors**

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

### **4.3 Conflict of Interest and Bias**

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

4.3.2 Faculty and academic staff who serve on Committees with Faculty

Representation must declare to the Chair of the Committee a Conflict of Interest and/or Bias as soon as it arises.

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

#### **4.4 Curricular Necessity**

- 4.4.1 "Curricular Necessity" is a situation whereby major curricular change, such as the closing of an academic Program, is required in order for the University to meet its educational goals. Such decisions must be made in consultation with relevant faculty and academic staff, and must be

approved by the appropriate University committees, including the Board of Governors.

#### **4.5 Financial Exigency**

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

#### **4.6 Final Decision**

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

#### **4.7 Panel of Arbitrators**

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

#### **4.8 Pension Committee**

4.8.1 The “Pension Committee” consists of:

- 4.8.1.1 1 representative of OCADFA;
- 4.8.1.2 1 representative of OPSEU Local 576;

- 4.8.1.3 1 representative of the Administrative Managers and Exempt Staff;
  - 4.8.1.4 The Vice-President, Administration (non-voting);
  - 4.8.1.5 The Director, Human Resources (non-voting); and
  - 4.8.1.6 The Director, Finance (non-voting).
- 4.8.2 The Chair of the Pension Committee is selected from among the Committee's voting members by mutual agreement of all voting members.
- 4.8.3 In accordance with the *Ontario Pension Benefits Act*, the mandate of the Pension Committee is to monitor the administration of the University's pension plan, make recommendations to the Parties regarding changes, and promote awareness and understanding of the plan among University employees.

#### **4.9 Quorum**

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

#### **4.10 Term and Academic Year**

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

#### **4.10.2 Academic Employment Year**

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

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

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

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

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

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

## 4.11 WHMIS

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

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

### **5.1 Endorsement**

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

## **ARTICLE 6 RIGHTS AND RESPONSIBILITIES - FACULTY AND ACADEMIC STAFF**

### **6.1 Responsibilities to Students**

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

and academic staff shall make every effort to create an atmosphere in which students may learn and thrive.

## **6.2 Creative and Academic Freedom**

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

## **6.3 Collegial Behaviour**

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

# **ARTICLE 7 RIGHTS AND RESPONSIBILITIES - MANAGEMENT**

## **7.1 Management Rights**

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

- 7.1.1.1 The right to plan, direct and control all operations and facilities;
- 7.1.1.2 The right to control, regulate and determine the educational policies of the University;
- 7.1.1.3 The right to determine the University’s educational offerings and admissions standards;
- 7.1.1.4 The right to manage faculty and academic staff, to determine the

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

## **7.2 Consistency with the Memorandum of Agreement**

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

## **7.3 Consultation on Curricular Decisions**

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

## **ARTICLE 8 NO DISCRIMINATION**

### **8.1 No Discrimination**

- 8.1.1 The Parties agree that there shall be no discrimination against a member of faculty or academic staff on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, same-sex partnership status, family status, handicap, political or religious affiliation or beliefs, number of dependents, or place of residence. The definitions and defences set out in the *Ontario Human Rights Code* are deemed to apply. There shall be no discrimination by either Party against a member of faculty or Academic Staff for participation or non-participation in the lawful activities of OCADFA.
- 8.1.2 The Parties agree that the resolution of any grievance pursuant to this provision, whether by agreement or by arbitration, shall be deemed a settlement between the Parties for purposes of any proceedings which may be brought pursuant to the *Ontario Human Rights Code*.
- 8.1.3 The Parties agree that the implementation or continuation of an Employment Equity program which is not inconsistent with any other provisions of this Agreement shall be deemed not to be a violation of this Article

## **ARTICLE 9 EMPLOYMENT AND EDUCATIONAL EQUITY**

### **9.1 Commitment to Employment and Educational Equity**

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

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

9.1.3 The Task Force shall consist of:

- 9.1.3.1 Members of the under-represented groups as outlined in Article 9.1.1;
- 9.1.3.2 Representatives of OCADFA, OPSEU and the OCAD U Student Union; and
- 9.1.3.3 Individual students, faculty, Academic Staff, and other OCAD U staff and managers.

## **ARTICLE 10 JOINT COMMITTEE**

### **10.1 Mandate**

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

### **10.2 Operation**

10.2.1 The Joint Committee consists of the following:

- 10.2.1.1 6 members (3 from OCAD U and 3 from OCADFA);
- 10.2.1.2 Chair of each Party’s Negotiation Team, and the Director, Human Resources are ex officio members of the Joint Committee; and
- 10.2.1.3 3 additional members (1 elected or appointed by OCAD U and 2

elected or appointed by OCADFA), with annual terms commencing in January of each year.

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

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

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

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

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

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

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

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

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

## **ARTICLE 11 NEGOTIATIONS PROCESS AND DURATION OF AGREEMENT**

### **11.1 Duration**

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

### **11.2 Notice to Bargain**

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

### **11.3 Negotiations**

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

- 11.3.1.1 Negotiate in good faith; and
- 11.3.1.2 Make every reasonable effort to reach a mutually acceptable agreement on all issues.

### **11.4 Time Limits**

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

## **ARTICLE 12 NEGOTIATIONS MEDIATION AND ARBITRATION PROCESS**

### **12.1 Request for Negotiations Mediation and Arbitration**

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

### **12.2 Negotiations Mediation and Arbitration Process**

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

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

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

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

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

seized with respect to the drafting of minutes of settlement.

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

### **12.3 Time Limits**

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

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

### **13.1 Preamble**

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

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

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

### **13.2 OCADFA Representation**

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

and every stage if the Complainant or Grievor so desires.

### **13.3 Stage One: Complaint**

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

### **13.4 Stage Two: Grievance**

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

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

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

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

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

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

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

### **13.5 Stage Three: Grievance Arbitration**

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

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

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

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

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

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

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

of this Agreement.

### **13.6 Dismissal Arbitration**

- 13.6.1 Except in cases of Grievances alleging dismissal without just cause, any settlement reached between the University and OCADFA to resolve any Grievance is binding on the Parties and on any employee(s) affected.
- 13.6.2 In the event of an alleged dismissal without just cause, the dismissed member of faculty or Academic Staff wishing to contest such dismissal notifies the Vice-President, Academic, or designate, in writing within 14 calendar days of the receipt of the notice of dismissal. Within 14 calendar days of such notification, a representative of the University and the dismissed employee, or her/his designate, meet to appoint a “Dismissal Arbitration Board”, comprising three members not associated with the University, one appointed by the University, one appointed by the dismissed employee, or designate, and a third as Chair, selected by the two appointed members from the Panel as listed in **Appendix E**.
- 13.6.3 By mutual agreement, the University and the dismissed employee may decide to appoint a single “Dismissal Arbitrator”, selected from the Panel as listed in **Appendix E**.
- 13.6.4 In the case of a Dismissal Arbitration Board, the University and the dismissed employee each bear the costs of their appointed member, and the costs of the Chair are borne equally by the University and the dismissed employee. The costs of a single Dismissal Arbitrator are borne equally by the University and the dismissed employee.
- 13.6.5 The Dismissal Arbitration Board or Dismissal Arbitrator conducts a hearing into the dismissal and renders a decision as promptly and expeditiously as

possible, which decision shall be final and binding on the Parties and on the employee affected by the decision.

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

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

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

### **13.7 Time Limits**

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

## **ARTICLE 14 EMPLOYEES' RIGHTS TO ACCESS PERSONNEL FILES**

### **14.1 Access to Information**

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

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

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

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

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

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

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

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

# Issues and Definitions Applying to Faculty

## ARTICLE 15 SUMMARY OF FACULTY RANKS AND APPOINTMENTS

### 15.1 Types of Appointments

- 15.1.1 All faculty shall have one of the following appointments:
- 15.1.1.1 Sessional;
  - 15.1.1.2 Teaching-Intensive Stream;
  - 15.1.1.3 CLTA;
  - 15.1.1.4 Continuing;
  - 15.1.1.5 Probationary; or
  - 15.1.1.6 Tenured.

### 15.2 Partial-Load and Maximum-Load

- 15.2.1 Teaching-Intensive Stream, CLTA, Probationary and Tenured faculty shall be one of:
- 15.2.1.1 Partial-Load; or
  - 15.2.1.2 Maximum-Load.

- 15.2.2 All Continuing faculty shall be Partial-Load.

### 15.3 Faculty Ranks

- 15.3.1 All Sessional faculty shall hold the Rank of Instructor.
- 15.3.2 All Teaching-Intensive Stream faculty shall hold one of the following Ranks:
- 15.3.2.1 Lecturer; or
  - 15.3.2.2 Assistant Professor
- 15.3.3 CLTA, Continuing, Probationary and Tenured faculty shall hold one of the following Ranks:

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

## **ARTICLE 16 DEFINITION OF FACULTY APPOINTMENTS**

### **16.1 Sessional Appointment**

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

16.1.2 Sessional faculty:

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

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

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

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

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

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

closely related to a course he or she taught previously, whether or not the person is currently a sessional faculty member.

## **16.2 Teaching-Intensive Stream**

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

16.2.2 Teaching-Intensive Stream faculty:

- 16.2.2.1 May hold the Rank of Lecturer or Assistant Professor;
- 16.2.2.2 Are Partial-Load or Maximum-Load;
- 16.2.2.3 Have no job security beyond the contract period of up to 5 years (renewable)
- 16.2.2.4 Are subject to Performance Review prior to any renewal of contract.

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

## **16.3 CLTA Appointment**

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

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

- 16.3.2.1 Replacements for Tenured faculty who are on Sabbatical, Leave

of Absence, or appropriate special assignment;

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

16.3.3 CLTA faculty:

- 16.3.3.1 Normally hold the Rank of Lecturer;
  - 16.3.3.2 Are Partial-Load or Maximum-Load;
  - 16.3.3.3 Have no job security beyond the specific contract period of up to 3 years, normally not renewable beyond a total maximum of 6 years; and
  - 16.3.3.4 Are subject to Performance Review prior to any renewal of contract.
- 16.3.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. CLTA faculty receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).

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

## **16.4 Continuing Appointment**

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

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

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

16.4.4 Continuing faculty:

- 16.4.4.1 May hold the Rank of Lecturer, Assistant Professor, Associate Professor or Professor;
- 16.4.4.2 Are Partial-Load, with a partial Workload from one course up to and including 50% of Maximum-Load;
- 16.4.4.3 Are hired on contracts of up to 5 years (renewable); and
- 16.4.4.4 Are subject to the same ongoing Performance Reviews as Tenured faculty and, in particular, prior to any renewal of contract.

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

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

## **16.5 Probationary Appointment**

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

16.5.2 Probationary faculty:

- 16.5.2.1 May be Maximum-Load or Partial-Load;
- 16.5.2.2 May hold the Rank of Assistant Professor, Associate Professor or Professor;
- 16.5.2.3 Appointments shall normally be 5 years, and may be waived or

reduced if warranted by the candidate's rank and experience; and

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

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

## **16.6 Tenured Appointment**

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

- 16.6.1.1 Resignation

- 16.6.1.2 Retirement

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

- 16.6.1.4 Dismissal for just cause as provided under Article 7.1.2

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

- 16.6.3 Tenured faculty:

- 16.6.3.1 May be Maximum-Load or Partial-Load;

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

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

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

## **ARTICLE 17 DEFINITION OF FACULTY RANKS**

### **17.1 Sessional Instructor**

17.1.1 Sessional “Instructors” have the following qualifications:

- 17.1.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee; and
- 17.1.1.2 Relevant professional practice/experience.

### **17.2 Lecturer**

17.2.1 “Lecturers” may be:

- 17.2.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
- 17.2.1.2 Increasing their teaching experience at a post-secondary level; or
- 17.2.1.3 Focusing on teaching rather than professional practice/research.

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

### **17.3 Assistant Professor**

17.3.1 “Assistant Professors” have the following qualifications:

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

- 17.3.1.2 Minimum of 2 years relevant teaching experience at the post-secondary level (or equivalent); and
- 17.3.1.3 Relevant professional practice/experience.

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

#### **17.4 Associate Professor**

17.4.1 “Associate Professors” have the following qualifications:

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

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

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

#### **17.5 Professor**

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

- 17.5.1.1 Exceptional and sustained background in teaching and

professional practice/scholarly activity; and

17.5.1.2 Major regional, national and/or international recognition.

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

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

### **18.1 Partial-Load Continuing Faculty**

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

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

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

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

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

18.3.1 "Maximum-Load" Teaching-Intensive Stream, CLTA, Probationary and Tenured faculty carry a full Workload, which includes Teaching & Teaching-Related Duties, Professional Practice/Research (in the case of Teaching-

Intensive Stream, if applicable) and Service.

## ARTICLE 19 FACULTY COMPENSATION

### 19.1 Sessional Instructor

19.1.1 Sessional Instructor compensation includes:

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

### 19.2 Teaching-Intensive Stream

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

- 19.2.1.1 Salary on the Lecturer or Assistant Professor Pay Scale (see **Appendix C**);
- 19.2.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.2.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career

- Progress (continuous years of Teaching-Intensive Stream appointment), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
- 19.2.1.4 4 weeks per year paid vacation;
  - 19.2.1.5 Access to full benefits;
  - 19.2.1.6 Access to full pension contributions after one (1) year; and
  - 19.2.1.7 No access to Professional Development funding or Sabbaticals.

### **19.3 CLTA Faculty**

- 19.3.1 CLTA faculty Compensation (all pro-rated for Partial-Load faculty, according to the employee's Workload percentage of Maximum-Load) includes:
- 19.3.1.1 Salary on the Lecturer, Assistant Professor, Associate Professor or Professor CLTA Pay Scale (see **Appendix C**);
  - 19.3.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
  - 19.3.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (continuous years of CLTA appointment), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;
  - 19.3.1.4 4 weeks per year paid vacation;
  - 19.3.1.5 Access to full benefits;
  - 19.3.1.6 Access to full pension contributions after one (1) year; and
  - 19.3.1.7 No access to Professional Development funding or Sabbaticals.

### **19.4 Continuing Faculty**

- 19.4.1 Continuing faculty Compensation (all pro-rated for Partial-Load faculty,

according to the employee's Workload percentage of Maximum-Load)

includes:

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

## **19.5 Probationary and Tenured Faculty**

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

- 19.5.1.1 Salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
- 19.5.1.2 Initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 19.5.1.3 Subsequent progress on the relevant Pay Scale shall represent a combination of annual incremental half-steps based on Career Progress (years of service), and discretionary incremental steps based on Merit Progress and review (as outlined in Article 24.3) of a faculty member's performance of his/her responsibilities;

- 19.5.1.4 4-6 weeks per year paid vacation, based on years of service;
- 19.5.1.5 Access to full benefits;
- 19.5.1.6 Access to full pension contributions after one (1) year; and
- 19.5.1.7 Access to Professional Development funding and Sabbaticals.

## **19.6 Overload Rate**

- 19.6.1 The teaching of a credit course beyond the faculty member's regular Workload in any Academic Year shall be defined as overload teaching unless such additional teaching is assigned as part of normal load in lieu of some component of the faculty member's non-teaching duties. Faculty have no guarantee of overload teaching, and it shall not form part of their regular Workload.
- 19.6.2 Such overload teaching shall be compensated in accordance with the overload rate, which is equivalent to that set out in **Appendix C** for level S2 for Studio Sessional faculty and level L2 for Liberal Arts & Sciences Sessional faculty. Effective July 1, 2018, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses3. Effective July 1, 2019, such overload rate shall be equivalent to that set out in **Appendix C** for level Ses2.

## **19.7 Benefits and Pension Plans**

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

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

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

## **19.8 Sick Leave**

### **19.8.1 Sick Leave**

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

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

## **19.8.2 Short-term Disability**

- 19.8.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization that prevent the faculty member from performing his/her duties. Faculty qualify for short-term disability as of the first (1<sup>st</sup>) day of hospitalization or accident or the eighth (8<sup>th</sup>) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.
- 19.8.2.2 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.
- 19.8.2.3 For those enrolled in the group benefits plan at the time of illness, the University shall continue to pay its portion of benefits premiums for short-term disability up to seventeen weeks, with contributions to the University's pension plan adjusted according to salary.
- 19.8.2.4 In the event the absence extends beyond seventeen weeks, payment of regular salary and the payment of benefits premiums shall cease and application should be made for benefits under the Long-term Disability plan. Individuals may choose to continue benefit coverage beyond the seventeen-week short-

term disability period by paying the full cost of such premiums.

## **19.9 Maternity and Parental Leave**

### **19.9.1 Maternity Leave**

- 19.9.1.1 Unpaid maternity leave is available to members of faculty as provided in the *Employment Standards Act* for a total of 17 weeks.
- 19.9.1.2 Faculty members seeking maternity leave must provide a medical certificate to support their request, and shall provide the Associate Dean or designate and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 19.9.1.3 Effective July 1, 2017, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks; insofar that such a top-up is permitted under the applicable Employment Insurance rules. For Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty taking

maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave and Sabbatical eligibility is not affected.

#### **19.9.2 Parental Leave**

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

#### **19.9.3 Benefits while on Maternity and Parental Leave**

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

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

## **19.10 Paternity Leave**

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

## **19.11 Bereavement, Compassionate Care and Personal Emergency Leave**

### **19.11.1 Bereavement Leave**

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

19.11.1.2 In the event of the death of a faculty member's close friend or any other relative, the faculty member will be granted one (1) day leave of absence with pay for the purposes of bereavement. It is understood that in some circumstances one (1) day will be insufficient and additional leave may be granted at the University's discretion upon submission of a request to the Associate Dean or designate.

19.11.1.3 In cases where there has been a death that affects the faculty member, bereavement leave without pay for a period of up to

three (3) days may be granted at the University's discretion upon submission of a request to his/her Associate Dean or designate.

19.11.1.4 Approval of bereavement leave shall not be unreasonably withheld.

#### **19.11.2 Compassionate Care Leave**

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

19.11.2.2 Approval of compassionate leave shall not be unreasonably withheld.

#### **19.11.3 Personal Emergency Leave**

19.11.3.1 In accordance with the Employment Standards Act, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to a faculty member because of a personal illness, injury or medical emergency, or the death,

illness, injury or medical or other emergency of a family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or his/her Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee of his/her Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event a faculty member takes any part of a day as personal emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Faculty members should provide their Associate Dean or designate with as much advance notice as is practicable regarding a request for personal emergency leave.

## **19.12 Legal leave**

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

# **ARTICLE 20 DEFINITION OF FACULTY RESPONSIBILITIES**

## **20.1 Faculty Responsibilities**

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

individual faculty expertise and University needs.

## **20.2 Teaching & Teaching-Related Responsibilities**

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

- 20.2.1.1 Course development, including research of current subject matter and literature, and consideration of appropriate teaching and learning methodologies;
- 20.2.1.2 Course preparation, including organization of teaching and learning materials, other resources, visiting lecturers, etc.;
- 20.2.1.3 Course delivery, including distribution of course outline, classroom/studio contact hours, course-related student advising, and grading/evaluation;
- 20.2.1.4 Student supervision and advising re graduate committees, and undergraduate thesis courses, field study and self-directed study;
- 20.2.1.5 Writing letters of reference;
- 20.2.1.6 Participation in Home Faculty (see definition, Article 23.12) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students;
- 20.2.1.7 Studio supervision, where relevant, including teaching, modeling and enforcing proper health & safety procedures, liaison with Studio Manager and Technicians, and supervision of class assistants and student monitors;
- 20.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety;

- participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.9 Participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.2.1.10 Supervision, where relevant, of Teaching Assistants;
- 20.2.1.11 Upgrading of teaching skills and appropriate use of learning technologies;
- 20.2.1.12 Upgrading meeting academic and curricular requirements and deadlines; and
- 20.2.1.13 Preparing and submitting Annual Reports (except in the case of Sessional faculty)

### **20.3 Professional Practice/Research**

- 20.3.1 The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and growth of the Faculty member within her or his chosen discipline and to support the University's profile, its mission, and its research initiatives, including art and/or design practice which leads to the production of new knowledge that is shared within a wide community of peers. A faculty member's "Professional Practice/Research" may include, but is, not limited to, the following:
- 20.3.1.1 Art and/or design practice;
- 20.3.1.2 Original research, writing, publication and scholarship;
- 20.3.1.3 Public and commercial exhibition/presentation/performance /media activity and other forms of dissemination;
- 20.3.1.4 Curating and criticism;
- 20.3.1.5 Delivering guest/special lectures, participating in conferences, etc.;
- 20.3.1.6 Teaching at other institutions;
- 20.3.1.7 Active participation with professional bodies and other relevant organizations;

- 20.3.1.8 Serving on external boards, juries, committees, or as a thesis or program adviser;
- 20.3.1.9 Consulting work relating to the art, design, education, private, corporate or government sectors; and
- 20.3.1.10 Maintaining currency as a professional art/design practitioner and/or academic researcher.

## **20.4 Service**

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

- 20.4.1.1 Committee work, including curriculum and new course development, the Board of Governors, Senate and related committees, and other standing and ad hoc committees;
- 20.4.1.2 Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from Home Faculty and program meetings to cross-appointed faculty from other Home Faculties;
- 20.4.1.3 Admission interviews and portfolio review;
- 20.4.1.4 Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events;
- 20.4.1.5 General student advising, advising student groups, and advising students, re. special projects;
- 20.4.1.6 Mentoring of junior and/or Sessional faculty;
- 20.4.1.7 Serving on Committees with Faculty Representation;
- 20.4.1.8 Assisting with University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador;

- 20.4.1.9 OCADFA service;
- 20.4.1.10 Special assignments and administrative responsibilities;
- 20.4.1.11 Assisting with resource and facility development, including Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD U Gallery, etc.;
- 20.4.1.12 Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser; and
- 20.4.1.13 Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.

## **20.5 Conflict of Commitment**

- 20.5.1 Faculty members have the right to engage in outside activities, provided that such activities are arranged so as not to conflict or interfere with the faculty member's commitment to the University. Further, activities of a substantial or continuing nature must be recorded in the faculty member's Annual Report.
- 20.5.2 It is the responsibility of faculty to be alert to the possible effects of their external activities on their obligations to the University. In the event that participation in such external activities conflicts with their obligations to the University, the faculty member must discuss the matter with their Associate Dean. A written summary of the discussion, and the agreement reached to by both parties, shall be kept on file.

# **ARTICLE 21 FACULTY PROFESSIONAL DEVELOPMENT**

## **21.1 Definition**

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

## **21.2 Purpose**

21.2.1 The purpose of Professional Development is:

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

21.2.2 In addition, the specific purpose of Sabbaticals is:

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

## **21.3 Professional Development Proposals**

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

- 21.3.1.1 A statement regarding years of service and a summary of the faculty member's professional activities and dates of prior Professional Development activities, including Sabbaticals, if any;
- 21.3.1.2 A proposal that identifies the creative or scholarly purposes and

- activities of the proposed Professional Development, including Sabbaticals, its potential benefit to the faculty member and to OCAD U, and the anticipated outcome of the proposed activities;
- 21.3.1.3 A budget outlining the associated costs; and
  - 21.3.1.4 Other relevant information, which may include letters of support.

#### **21.4 Professional Development Funding, excluding Sabbaticals**

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

21.4.2 Eligible expenses under this Program shall be:

- 21.4.2.1 Equipment and/or materials related to professional/scholarly practice;
- 21.4.2.2 Travel to a professionally related conference or seminar;
- 21.4.2.3 Books, magazines, computer software, scholarly journals, and technical materials or publications; or
- 21.4.2.4 Professional memberships and course fees.

#### **21.5 Professional Development Eligibility, Excluding Sabbaticals**

- 21.5.1 All Continuing, Probationary and Tenured faculty are eligible to apply for Professional Development Funding.

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

#### **21.6 Sabbatical Funding**

- 21.6.1 Sabbatical salaries consist of 80 percent of the faculty's base salary. Such calculation shall include salary from teaching, course release, and

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

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

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

## **21.7 Sabbatical Eligibility**

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

- 21.7.1.1 Served as Probationary or Tenured faculty for a minimum of 6 years since joining the University
- 21.7.1.2 Served as Tenured faculty for a minimum of 6 years since their last full-year Sabbatical, or
- 21.7.1.3 Served as Tenured faculty for a minimum of 3 years since their last half-year Sabbatical.

21.7.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing and Probationary

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

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

## **21.8 Professional Development Decisions**

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

- 21.8.1.1 Vice-President, Academic, or designate (Chair, non-voting);
- 21.8.1.2 All Deans of Faculty; and
- 21.8.1.3 2 faculty selected by the Chair from each Faculty’s Faculty Representatives (for a total of 6), who are not under consideration that year for Professional Development including Sabbaticals;

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

- 21.8.2.1 The content and quality of each proposal;
- 21.8.2.2 The merits of each proposal and its relevance to the faculty member’s Teaching duties and Professional Practice/Research;
- 21.8.2.3 The relevance of each proposal to the University’s educational objectives;
- 21.8.2.4 Recommendations regarding Professional Development arising from faculty’s Performance Reviews;
- 21.8.2.5 Faculty members’ previous Professional Development opportunities, including prior Sabbaticals (if any), which may

include reports on accomplishments during such prior Professional Development;

21.8.2.6 Faculty members' years of Service;

21.8.2.7 Faculty members' record of Service; and

21.8.2.8 The cost of the proposal within the context of available funds, except in the case of Sabbaticals.

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

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

## **21.9 Appeal of Professional Development Decisions, Excluding Sabbaticals**

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

21.9.2 The Professional Development Committee will reconsider its decision and provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

## **21.10 Appeal of Sabbatical Decisions**

21.10.1 Faculty who disagree with a Professional Development Committee decision concerning awarding of a Sabbatical may submit a "Request for Sabbatical Appeal" to the Office of the Vice-President, Academic within 14 calendar

days following notification of the decision which the faculty member wishes to appeal.

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

21.10.2.1 Reject the Appeal in writing; or

21.10.2.2 Instruct the Committee to reconsider its decision.

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

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

## **ARTICLE 22 FACULTY REPRESENTATIVES**

### **22.1 Selection of Faculty Representatives**

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

22.1.1.1 Search;

22.1.1.2 Appointment;

22.1.1.3 Peer Review;

22.1.1.4 Peer Review Appeal;

22.1.1.5 Performance Review; and

22.1.1.6 Professional Development.

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

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

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

## **22.2 Operation of Committees with Faculty Representation**

22.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate representation and expertise from the relevant discipline(s).

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

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

## **22.3 Confidentiality**

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

# **ARTICLE 23 FACULTY APPOINTMENT AND ASSIGNMENT PROCESS**

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

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

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

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

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

## **23.2 Assignment Process for Current Continuing, Probationary and Tenured Faculty**

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

23.2.1.1 **Sabbaticals:** The Office of the Vice-President, Academic will notify faculty in writing of their eligibility to apply for a Sabbatical, and will make every effort to do so by August 1 (i.e. 11 months in advance of the commencement of the sabbatical). Tenured faculty who wish to apply for a full or partial Sabbatical must submit a completed Application for Sabbatical form to the Dean of Faculty, with a copy to the Vice-President, Academic by no later than September 1 (10 months in advance of the commencement of the sabbatical).

23.2.1.2 **Leaves of Absence:** Faculty who wish to apply for a full or partial Leave of Absence for the following Academic Year must notify the Dean of Faculty in writing no later than October 15. Approval of Leave of Absence requests shall not be unreasonably withheld. Requests received after October 15 are considered only under exceptional circumstances, and are accommodated only if practicable. A Leave of Absence is

normally granted for a maximum of 1 Academic Year. Faculty whose requests for Leaves of Absence are unsuccessful may discuss their concerns with the Dean of Faculty. In the event a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination. Wherever applicable, a Leave of Absence shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act (i.e. Personal Emergency Leave)

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

23.2.2 In consultation with other Deans of Faculty and, where relevant, Associate Dean(s), each Dean of Faculty prepares Course Load and Workload assignments for the coming year. In the event of significant changes to

teaching assignments and scheduling, particular emphasis is placed on timely consultation with individual faculty directly affected. The Dean of Faculty will make every effort to notify faculty no later than January 15 of their teaching assignment for the following Academic Year.

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

### **23.3 Hiring of Sessional Faculty**

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

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

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

- 23.3.3.1 Associate Dean of Faculty, or designate (Chair, non-voting);
- 23.3.3.2 2 Tenured faculty selected in accordance with Article 22.1; and
- 23.3.3.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific

expertise.

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

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

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

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

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

- 23.3.8.1 Home Faculty;
- 23.3.8.2 Courses to be taught; and
- 23.3.8.3 Starting salary.

23.3.9 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than one week prior to the scheduled first day of class, the instructor will receive a payment of one week's salary for fall/winter courses

(pro-rated accordingly for summer) in order to compensate for preparation time.

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

#### **23.4 Internal Applicants for Sessional Faculty Positions**

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

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

#### **23.5 Hiring of Teaching-Intensive Stream Faculty**

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

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

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

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

- 23.5.4.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
- 23.5.4.2 2 Tenured faculty selected in accordance with Article 22.1; and
- 23.5.4.3 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

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

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

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

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

23.5.9 Offers of employment to new Teaching-Intensive Stream faculty include the following information:

- 23.5.9.1 Home Faculty;
- 23.5.9.2 Rank;
- 23.5.9.3 Percentage of Maximum-Load; and
- 23.5.9.4 Starting salary.
- 23.5.9.5 Whether Professional Practice/Research is assigned in accordance with article 27.4.2

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

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

## **23.6 Internal Applicants for Teaching-Stream Faculty Positions**

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

## **23.7 Hiring of CLTA Faculty**

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

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

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

- 23.7.3.1 Associate Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
- 23.7.3.2 2 Tenured faculty selected in accordance with Article 22.1; and
- 23.7.3.3 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

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

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

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

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

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

- 23.7.8.1 Home Faculty;
- 23.7.8.2 Rank;
- 23.7.8.3 Percentage of Maximum-Load; and
- 23.7.8.4 Starting salary.

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

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

## **23.8 Internal Applicants for CLTA Faculty Positions**

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

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

23.8.3 Continuing, Probationary and Tenured faculty who are Partial-Load may apply for Partial-Load CLTA faculty positions when they become available, provided that the Workload of the position advertised, combined with their

existing Workload, does not exceed Maximum-Load (100%). Such applications shall be considered along with all other applicants. Continuing, Probationary and Tenured faculty who are Partial-Load, and who seek to temporarily increase their Workload are, however, encouraged to do so as provided in Article 23.2.1.3.

## **23.9 Hiring of New Continuing Faculty**

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

23.9.1.1 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 2 Tenured faculty selected in accordance with Article 22.1;
- 23.9.2.4 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.

23.9.3 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 for approval.

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 considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

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

23.10.3 Probationary and Tenured faculty, whether Partial-Load or Maximum-Load, may apply for Continuing faculty positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

## **23.11 Hiring of New Tenured Faculty**

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

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

23.11.3 A “Tenured Faculty Search Committee” consists of the following:

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

23.11.3.2 Associate Dean, or designate (voting);

23.11.3.3 2 Tenured faculty selected in accordance with Article 22.1;

23.11.3.4 1 student representative from the Home Faculty selected by the

Chair (voting); and

23.11.3.5 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

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

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

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

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

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

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

23.11.9.1 Home Faculty;

23.11.9.2 Rank;

23.11.9.3 Percentage of Maximum-Load;

- 23.11.9.4 Starting salary; and
- 23.11.9.5 Probationary term as outlined in Article 16.4.

## **23.12 Internal Applicants for Tenured Faculty Positions**

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

## **23.13 Training of New Faculty**

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

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

### **23.14 Home Faculty and Cross-Appointments**

- 23.14.1 At time of hiring, all Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are assigned to a Home Faculty, reflecting the program(s) in which all or most of the faculty member's Course Load will occur.
- 23.14.2 Faculty are supervised by the Dean of their Home Faculty and liaise with the Dean and/or Associate Deans of that Faculty for purposes of Workload assignments including Undergraduate and Graduate Teaching, Performance Review, applications for promotion, requests for change in Partial-Load/Maximum-Load status, etc.
- 23.14.3 In the case of faculty who are cross-appointed to other Faculties, the Dean of Faculty consults with other relevant Deans of Faculty and/or Associate Deans in preparing Workload assignments and Service obligations, and in developing recommendations to the Vice-President, Academic regarding Faculty Complement for the following Academic Year. In terms of Workload assignments and Service obligations, the Deans of Faculty will consider the particular circumstances of cross-appointed faculty.
- 23.14.4 If, over time, a faculty member's proportion of Course Load shifts from one Faculty to another, she/he may be re-assigned to another Home Faculty by the Dean of Faculty, in consultation with other relevant Dean(s) of Faculty, and with the approval of the Vice-President, Academic.
- 23.14.5 Faculty who are cross-appointed in relatively equal proportions to more than 1 Faculty may request a change of Home Faculty by writing to the

Vice-President, Academic, who will make a determination.

23.14.6 Faculty are expected to attend all Faculty or program meetings within their Home Faculty and to assist the cross-appointed Faculty Representatives by communicating information from these meetings to cross-appointed faculty from other Home Faculties.

### **23.15 Years of Service**

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

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

## **ARTICLE 24 FACULTY REVIEW AND PROMOTION**

### **24.1 Procedure for Promotion of Rank**

24.1.1 Lecturers, Assistant Professors, Associate Professors are eligible to apply for promotion to the next Rank after a minimum of 3 years at their current Rank at OCAD U.

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

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

24.1.4 See Standards of Performance for Academic Ranks, attached as

## **Appendix B.**

### **24.2 Annual Reports**

24.2.1 All faculty shall submit each Academic Year an “Annual Report” which summarizes the faculty member’s contributions and accomplishments in Teaching & Teaching-Related Responsibilities (as outlined in Article 20.2). In the case of Teaching-Intensive Stream faculty, the Annual Report shall also include contributions and accomplishments in Service (as outlined in Article 20.4) and in Professional Practice/Research, if applicable. In the case of CLTA, Probationary, Continuing and Tenured faculty, the Annual Report shall also include contributions and accomplishments in Professional Practice/Research and Service (as outlined in Articles 20.3 and 20.4). Receipt of such reports will be confirmed by the appropriate Home Faculty office.

24.2.2 **Sessional faculty:** For Sessional faculty, classroom visits may be conducted. Prior to reappointment of Sessional appointments, student evaluations, course outlines, any other teaching materials, and any classroom visits conducted will be assessed to ensure adherence to standards and expectations with regard to Teaching & Teaching-Related Responsibilities.

### **24.3 Performance Reviews**

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

24.3.6).

24.3.2 Each non-sessional faculty member shall be reviewed every three years, unless otherwise specified.

24.3.3 Career progress increments shall be awarded to all non-sessional faculty members of all ranks who are not at the ceiling of that rank.

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

24.3.5 Materials are reviewed by the Performance Review Committee of each Faculty, which comprises:

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

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

24.3.6 The Performance Review Committee shall recommend career and merit progress increments based on each faculty member's performance review, which shall apply for the three academic years following the review

	PERFORMANCE REVIEW OUTCOMES	CAREER/MERIT PROGRESS INCREMENTS (First Year Following Review)	CAREER/MERIT PROGRESS INCREMENTS (Second Year Following Review)	CAREER/MERIT PROGRESS INCREMENTS (Third Year Following Review)
CAREER PROGRESS	Meets basic expectations	0.5	0.5	0.5
	Fully meets expectations	1.0	1.0	1.0
MERIT PROGRESS	Exceeds expectations	1.5	1.5	1.5
	Significantly exceeds expectations	2.0	2.0	2.0

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

Example: A faculty member is assessed as follows:

Teaching	$1.0 \times 40\% = 0.40$
Practice/Research	$0.5 \times 40\% = 0.20$
Service	$2.0 \times 20\% = 0.40$
	1.00

Career/Merit Progress Increment for the 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> year  
following the review = 1.0

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

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

24.3.7.1 “Basic Expectations” shall include the following:

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

24.3.8 Faculty members who are at the ceiling of their rank are not entitled to Career Progress Increments except through application for promotion or, in the case of full professors, through application for a merit increment.

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

24.3.9 The recommendations resulting from all Performance Reviews shall be submitted to the University Performance Review Committee (comprising the Vice-President, Academic and the three Deans of Faculty) no later than April 1<sup>st</sup> for review and final approval. This Committee shall be responsible for maintaining consistent standards across the University.

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

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

24.3.12 The results of the Performance Review shall normally be communicated to the faculty member in writing no later than May 1<sup>st</sup> of the review year and shall include an overall assessment of his/her strengths and/or recommendations for improvement.

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

## **24.4 Peer Review**

24.4.1 A “Peer Review” is conducted (as outlined in Articles 24.4.2 and 24.4.3) in order to assess overall performance and make recommendations for the following purposes:

- 24.4.1.1 **Probationary faculty:** For Probationary faculty, a Peer Review is conducted to recommend conferral of Tenure status, and promotion of Rank if warranted. If a Probationary faculty member fails to achieve Tenure as a result of Peer Review, his/her employment will continue only to the end of the following academic year at his/her current salary rate;
- 24.4.1.2 **TIS, CLTA, Continuing and Tenured faculty:** For TIS, CLTA, Continuing and Tenured faculty, a Peer Review is conducted to recommend promotion of Rank.

24.4.2 Probationary, Continuing and Tenured faculty will submit materials required for Peer Review which, in combination with previous Annual Reports and Performance Reviews, will be reviewed by the “Peer Review Committee”. The Peer Review Committee consists of the following:

- 24.4.2.1 Dean of Faculty, or designate appointed by the Vice-President, Academic (Chair, non-voting except in the case of a tie);
- 24.4.2.2 Associate Dean of Faculty, or designate (voting);
- 24.4.2.3 2 faculty members selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate (voting); and

24.4.2.4 Up to 1 additional faculty member who may be added at the discretion of the Committee, for diversity and/or specific expertise (voting).

24.4.3 In cases of Tenure and of Promotion of Rank to Full Professor, the chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agreed referees external to the University, of whom three shall be selected by the Chair. Such referees must have sufficient subject expertise and knowledge of the candidate's achievements to make dispassionate and critically-informed judgments. Selected referees shall be asked to comment on the candidates' contribution in the area of professional practice/research, and shall be provided with the relevant sections of **Appendix B** to provide context in this regard.

24.4.4 The appropriate Dean of Faculty (or designate) will meet with each faculty member to discuss his/her Peer Review. The results of the Peer Review are communicated to the faculty member in writing following this meeting, including an overall assessment of his/her strengths and/or recommendations for improvement. In cases of Promotion of Rank, the candidate may choose to withdraw his/her application at this stage.

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

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse

to the Peer Review Appeal process (as outlined in Article 24.5).

## **24.5 Peer Review Appeal**

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

- 24.5.1.1 **Probationary faculty:** For Probationary faculty, failure to confer Tenured status, or denial of promotion of Rank;
- 24.5.1.2 **TIS faculty:** For TIS faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank
- 24.5.1.3 **CLTA faculty:** For CLTA faculty, failure to recommend eligibility for renewal, or denial of promotion
- 24.5.1.4 **Continuing faculty:** For Continuing faculty, failure to recommend eligibility for renewal, or denial of promotion of Rank;
- 24.5.1.5 **Tenured faculty:** For Tenured faculty, denial of promotion of Rank;

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a “Request for Peer Review Appeal” to Human Resources within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

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

- 24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting);
- 24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic;
- 24.5.3.3 2 faculty selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and
- 24.5.3.4 1 Tenured faculty member selected by the candidate.

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

24.5.5 A grievance challenging the decision of the Peer Review Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement, only to the extent that:

- 24.5.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;
- 24.5.5.2 There has been Bias or motive on the part of a committee member;
- 24.5.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or
- 24.5.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the standards applied since ratification.

## **ARTICLE 25 FACULTY CALENDAR OF COMMITMENT (EXCLUDING SESSIONAL AND TEACHING-INTENSIVE STREAM FACULTY)**

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

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

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

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

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

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

## **25.2 Maximum-Load CLTA, Probationary and Tenured Faculty**

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

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

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

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

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

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

## **26.1 Definition of Course Load**

26.1.1 The "Course Load" (averaged over the academic year) required of Maximum-Load faculty per Term is normally 12 student contact hours per week for Studio courses (15 student contact hours per week for Teaching-

Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). Individual course loads may vary as assignment by the Dean of Faculty or designate. Such course load assignment will be made in consultation with individual faculty in consideration of all areas of faculty responsibility as they contribute to the University and its mission.

- 26.1.1.1 Effective July 1, 2008, the course load required of Maximum Load faculty per term is normally 13.5 student contact hours per week for Studio courses (averaged over the academic year), and 9 student contact hours per week for Liberal Arts & Sciences courses. Effective July 1, 2009, the course load required of Maximum Load faculty per term is normally 12 student contact hours per week for Studio courses (averaged over the academic year), and 7.5 student contact hours per week for Liberal Arts & Sciences courses. It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).
- 26.1.1.2 Effective July 1, 2015, the “Course load” (averaged over the academic year) required of Maximum Load faculty per term is normally 10.5 student contact hours per week for Studio courses (15 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a

calculation made under article 16.1.4 (sessional maximum).

- 26.1.1.3 Effective July 1, 2017, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 10.5 student contact hours per week for Studio courses (13.5 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).
- 26.1.1.4 Effective July 1, 2018, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 9 student contact hours per week for Studio courses (12 student contact hours per week for Teaching-Intensive Stream appointments), and 7.5 student contact hours per week for Liberal Arts & Sciences courses (9 student contact hours per week for Teaching-Intensive Stream appointments). It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).
- 26.1.1.5 Effective June 30, 2019, the “Course load” (averaged over the academic year) required of Maximum Load Faculty per term is normally 7.5 student contact hours per week (10.5 student contact hours per week for Teaching-Intensive Stream Studio appointments and 9 student contact hours per week for Teaching-Intensive Stream Liberal Arts & Sciences appointments). It is understood that sessional appointments

arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).

26.1.2 Course Load may include course-release time for special projects or assignments.

## **26.2 Distribution of Course Load**

26.2.1 Determination of specific Course Load in any Term will be based on a fair and equitable distribution of faculty responsibilities, taking into consideration the following factors:

- 26.2.1.1 Class size and total student load;
- 26.2.1.2 Course levels;
- 26.2.1.3 Nature of the course (including method of measuring learning outcomes);
- 26.2.1.4 Mode of delivery;
- 26.2.1.5 Course-related responsibilities (e.g. tutorial direction, thesis supervision, supervision of Teaching Assistants, grading responsibilities, course preparation);
- 26.2.1.6 Whether or not courses are new;
- 26.2.1.7 Number of different courses per Term (vs. multiple sections of the same course);
- 26.2.1.8 Other unusual expectations re. Service (e.g. special projects or assignments); and
- 26.2.1.9 Cross-appointments with other Faculties.

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

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

### **26.3 Disagreement with Course Load**

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

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

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

### **27.1 Definition of Workload**

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

### **27.2 Teaching Term Workload (excluding Teaching-Intensive Stream faculty)**

27.2.1 A "Teaching Term" normally consists of:

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

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

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

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

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

### **27.3 Practice/Research Term Workload (excluding Teaching-Intensive Stream faculty)**

27.3.1 A “Practice/Research Term” normally consists of:

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

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

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

and/or devote themselves to intensive projects.

## **27.4 Academic Year Workload**

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

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

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

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

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

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

## **27.5 Disagreement with Workload**

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

# Issues and Definitions Applying to Academic Staff

## ARTICLE 28 SUMMARY OF ACADEMIC STAFF APPOINTMENTS

### 28.1 Types of Appointments

- 28.1.1 All Technicians and Academic Counsellors shall have one of the following appointments:
- 28.1.1.1 Contract;
  - 28.1.1.2 Probationary; or
  - 28.1.1.3 Permanent.

### 28.2 Partial-Load and Maximum-Load

- 28.2.1 All Technicians and Academic Counsellors shall be either:
- 28.2.1.1 Partial-Load; or
  - 28.2.1.2 Maximum-Load.

### 28.3 Teaching Assistant

- 28.3.1 All Teaching Assistants shall have the following appointment:
- 28.3.1.1 Contract.

## ARTICLE 29 DEFINITION OF ACADEMIC STAFF APPOINTMENTS

### 29.1 Technician and Academic Counsellor - Contract Appointment

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

- 29.1.2 Contract Technicians and Contract Academic Counsellors:

- 29.1.2.1 Have no job security beyond the current contract; and

- 29.1.2.2 Are subject to Performance Review prior to any renewal of contract
  - 29.1.2.3 Are normally not renewable beyond 3 years.
- 29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the academic staff member), and by mutual consent of the University and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.
- 29.1.4 In each Academic Year, a maximum of 30% of technician and academic counsellor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.
- 29.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

## **29.2 Technician and Academic Counsellor - Probationary Appointment**

- 29.2.1 "Probationary" Technicians and Academic Counsellors are working towards tenured status.
- 29.2.2 Probationary Technicians and Academic Counsellors:
- 29.2.2.1 May be Maximum-Load or Partial-Load;
  - 29.2.2.2 Are hired for a maximum of 1 year (if Maximum-Load) or 2 years (if Partial-Load), unless extended by approved Leaves, after which the appointment must be terminated or become Tenured; and

- 29.2.2.3 Are subject to Performance Reviews after 1 year and/or Peer Review prior to awarding of Permanent status.
  
- 29.2.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

### **29.3 Technician and Academic Counsellor - Permanent Appointment**

- 29.3.1 "Permanent" Technicians and Academic Counsellors have successfully completed a Probationary period and, through a Peer Review process, have been awarded Permanent status.
  
- 29.3.2 Permanent Technicians and Academic Counsellors:
  - 29.3.2.1 May be Maximum-Load or Partial-Load;
  - 29.3.2.2 Are subject to annual Performance Reviews, with comprehensive Peer Reviews every 5 years, unless extended by approved Leaves; and
  
- 29.3.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

### **29.4 Teaching Assistant - Contract Appointment**

- 29.4.1 All Teaching Assistantships shall fall into one of the following categories:
  - 29.4.1.1 Teaching Assistant I (Undergraduate Research Assistant), with responsibilities outlined in Article 37.4.2
  - 29.4.1.2 Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.4.1.1 and 37.4.1.4 only;
  - 29.4.1.3 Teaching Assistant III (Tutorial Leader), with responsibilities as

outlined in Articles 37.4.1.1 to 37.4.1.5 and Articles 37.4.1.7 to 37.4.1.8; or

29.4.1.4 Teaching Assistant IV (Tutorial Leader), with responsibilities including all of 37.4.1.

29.4.1.5 Teaching Assistant V (Graduate Research Assistant), with responsibilities as outlined in Article 37.4.2

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

29.4.3 Teaching Assistants:

29.4.3.1 Have no job security beyond the current contract;

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

29.4.3.3 Are normally not renewable beyond 3 years.

29.4.4 In exceptional circumstances (i.e. when agreed to be of benefit to both the University and the Teaching Assistant), a Teaching Assistant who is not a graduate student may be renewed beyond the initial 3 years, subject to approval by the Dean of Faculty or designate.

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

creation of employment opportunities for new Teaching Assistants, and to ensure that increased expectations for Teaching Assistants are not made beyond those outlined in Article 37.4.

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

## **29.5 Externally Funded Academic Counsellors**

29.5.1 "Externally funded" Academic Counsellors are probationary or permanent Academic Counsellors as defined above in Articles 29.2 or 29.3, where more than 40% of the salary of the appointee is paid from a funding source external to the University, and not from the University's operating budget. Notwithstanding those Articles, should the funding for such an appointment cease, the appointment shall terminate at the end of the academic year. Such termination shall not be characterized as dismissal as a result of Performance Review, or dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Redundancy as defined in this agreement.

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

## **30.1 Maximum-Load**

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

## **30.2 Partial-Load**

30.2.1 Partial-Load Technicians and Academic Counsellors carry a partial Workload

which is fewer than 35 hours per week and/or fewer than 52 weeks per year.

## **ARTICLE 31 ACADEMIC STAFF COMPENSATION**

### **31.1 Technician and Academic Counsellor - Contract Appointment**

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

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

### **31.2 Technician and Academic Counsellor - Probationary Appointment**

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

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

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

his/her portion of the premium costs.

### **31.3 Technician and Academic Counsellor - Permanent Appointment**

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

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

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

### **31.4 Teaching Assistant - Contract Appointment**

31.4.1 Teaching Assistant compensation includes:

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

## **31.5 Benefits and Pension Plans**

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

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

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

## **31.6 Sick Leave**

### **31.6.1 Sick Leave**

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

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

medical certificate from a duly qualified medical practitioner. Notwithstanding this provision, the Supervisor or designate may, at his/her discretion, require the academic staff member to provide a medical certificate for a period of absence of seven (7) calendar days or less.

### **31.6.2 Short-term Disability**

- 31.6.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization that prevent the academic staff member from performing his/her duties. Academic staff qualify for short-term disability as of the first (1<sup>st</sup>) day of hospitalization or accident or the eighth (8<sup>th</sup>) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.
- 31.6.2.2 Permanent and Probationary Technicians, and Permanent and Probationary Academic Counsellors who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.
- 31.6.2.3 For those enrolled in the group benefits plan at the time of illness, the University shall continue to pay its portion of benefits premiums for short-term disability up to seventeen weeks, with contributions to the University's pension plan adjusted according to salary.

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

### **31.6.3 Occasional Sick Leave**

31.6.3.1 Technicians and Academic Counsellors who have completed their probationary period are entitled to up to ten days off with pay per annum (pro-rated for less than Maximum-Load) when they are unable to attend work for medical reasons. They shall accumulate ten (10) sick leave credits per year of active employment (pro-rated for less than Maximum-Load) to be used for this purpose. Such credits are not accrued beyond the current academic year.

### **31.6.4 Leave for Care of Dependent**

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

## **31.7 Maternity and Parental Leave**

### **31.7.1 Maternity Leave**

31.7.1.1 Unpaid maternity leave is available to all members of academic

staff as provided in the *Employment Standards Act* for a total of 17 weeks.

- 31.7.1.2 Academic staff seeking maternity leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A member of academic staff who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 31.7.1.3 Effective July 1, 2017, Probationary and Permanent Technicians on maternity leave and Probationary and Permanent Academic Counsellors on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top-up is permitted under the applicable Employment Insurance rules. Probationary and Permanent Technicians and Academic Counsellors on maternity leave, who qualify for employment insurance maternity benefits are eligible for 2 weeks at full pay and fifteen weeks at 90% of salary, less the amount of such maternity benefits. For Probationary and Permanent Technicians and Academic Counsellors taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.

### **31.7.2 Parental Leave**

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

### **31.7.3 Benefits while on Maternity and Parental Leave**

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

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

## **31.8 Paternity Leave**

31.8.1 Paid paternity leave for a period of 3 working days is available to members of Probationary and Permanent Technicians and Academic Counsellors. Extensions for compassionate reasons may be considered.

## **31.9 Bereavement, Compassionate Care and Personal Emergency Leave**

### **31.9.1 Bereavement Leave**

- 31.9.1.1 In the event of the death of a Probationary and Permanent academic staff member's Spouse (includes common-law spouse and same-sex partner), Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild, the employee will be granted up to one (1) week leave of absence without loss of regular pay for the purposes of bereavement. It is understood that an academic staff member shall not receive payment for absence on a day or days on which the employee would not otherwise have worked. Additional leave may be granted at the University's discretion upon submission of a request to the academic staff member's Supervisor.
- 31.9.1.2 In the event of the death of a Probationary and Permanent academic staff member's close friend or any other relative, the employee will be granted one (1) day leave of absence with pay for the purposes of bereavement. It is understood that in some circumstances one (1) day will be insufficient and additional leave may be granted at the University's discretion upon submission of a request to the employee's Supervisor.
- 31.9.1.3 Leave without pay for a period of up to three (3) days may be granted at the University's discretion upon submission of a request to the employee's Supervisor.
- 31.9.1.4 Approval of bereavement leave shall not be unreasonably withheld.

### **31.9.2 Compassionate Care Leave**

- 31.9.2.1 In accordance with the *Employment Standards Act*, the

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

- 31.9.2.2 Approval of compassionate leave shall not be unreasonably withheld.

### **31.9.3 Personal Emergency Leave**

- 31.9.3.1 In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to an academic staff member because of a personal illness, injury or medical emergency, or the death, illness, injury or medical or other emergency of a family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or his/her Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee or his/her Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event of an academic

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

### **31.10 Legal Leave**

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

## **ARTICLE 32 ACADEMIC STAFF PROFESSIONAL DEVELOPMENT**

### **32.1 Definition**

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

32.1.2 Academic staff are not eligible for Sabbaticals.

### **32.2 Purpose**

32.2.1 The purpose of Professional Development is:

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

### **32.3 Professional Development Proposals**

32.3.1 Written proposals for Professional Development shall include the following:

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

### **32.4 Professional Development Funding**

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

32.4.2 Effective July 1, 2017, each Probationary and Permanent academic staff shall be entitled to be reimbursed for up to \$500.00 of receipted professional development expenditures for the year. This amount shall be pro-rated for Probationary and Permanent academic staff who are not Maximum-load.

### **32.5 Professional Development Eligibility**

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

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

## **32.6 Professional Development Decisions**

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

- 32.6.1.1 Vice-President, Academic, or designate (Chair, non-voting); and
- 32.6.1.2 1 academic staff Supervisor, and 2 academic staff members who are not under consideration that year for Professional Development;

32.6.2 In making decisions to grant, defer, or deny Professional Development, the Supervisor and Vice-President, Academic base their decisions on:

- 32.6.2.1 The content and quality of each proposal;
- 32.6.2.2 The merits of each proposal and its relevance to the academic staff member’s duties at the University;
- 32.6.2.3 The relevance of each proposal to the University’s educational objectives;
- 32.6.2.4 Recommendations regarding Professional Development arising from academic staff member’s Performance Reviews;
- 32.6.2.5 Previous Professional Development opportunities;
- 32.6.2.6 Academic staff members’ years of service; and
- 32.6.2.7 The cost of the proposal within the context of available funds

32.6.3 The Vice-President, Academic will make every effort to notify the academic staff member, in writing, of the decision in a timely manner.

## **32.7 Appeal of Professional Development Decisions**

32.7.1 Academic staff whose requests for Professional Development are unsuccessful may submit a “Request for Professional Development Appeal” to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the academic staff member wishes to appeal.

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

## **ARTICLE 33 ACADEMIC STAFF FACULTY REPRESENTATIVES**

### **33.1 Selection of Faculty Representatives**

33.1.1 In recognition that academic staff members meet the needs of faculty by supporting the delivery of OCAD U's credit curriculum, faculty who have been elected to serve as Faculty Representatives are, when appropriate, also asked to serve on Academic Staff Committees with Faculty Representation.

33.1.2 All academic staff members, as well as elected Faculty Representatives, form a pool which is drawn upon for membership of specific Academic Staff "Committees with Faculty Representation" including but not limited to the following:

- 33.1.2.1 Search;
- 33.1.2.2 Appointment;
- 33.1.2.3 Peer Review;
- 33.1.2.4 Peer Review Appeal;
- 33.1.2.5 Merit Progress; and
- 33.1.2.6 Professional Development.

### **33.2 Operation of Committees with Faculty Representation**

33.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate representation and expertise from the relevant discipline(s).

33.2.2 Given the important role of Committees with Faculty Representation,

members are expected to make every effort to attend all meetings. A meeting shall not proceed without Quorum.

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

### **33.3 Confidentiality**

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

## **ARTICLE 34 ACADEMIC STAFF APPOINTMENT AND ASSIGNMENT PROCESS**

### **34.1 Approval of Changes to Existing and New Academic Staff Positions (Permanent and Contract)**

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

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

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

34.1.2.5 The anticipated availability of financial resources.

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

## **34.2 Assignment Process for Current Academic Staff**

34.2.1 In order for Supervisors to plan Workload Assignments for the following Academic Year, academic staff who wish to request Leaves of Absence or changes in Partial-Load/Maximum-Load status must provide timely notice as follows:

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

Act (i.e. Personal Emergency Leave)

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

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

34.2.2 In consultation with relevant University managers, including the Deans of Faculty and/or Associate Deans, each Supervisor prepares academic staff Workload assignments for the coming year. In the event of significant changes to assignments and/or scheduling, particular emphasis is placed on timely consultation with individuals directly affected. The Supervisor will make every effort to notify academic staff members no later than April 1 of their Workload assignments for the following Academic Year.

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

### **34.3 Hiring of Contract Technicians and Contract Academic Counsellors**

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

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

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

34.3.3.1 Supervisor, or designate (Chair);

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

34.3.4 All applications received for Contract positions must be reviewed by the Contract Academic Staff Appointments Committee. The Committee determines which applicant(s) require interviews and the nature of such interview(s).

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

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

34.3.7 The Committee's recommendation is forwarded by the Chair to the Vice-

President, Academic for approval.

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

- 34.3.8.1 Term of contract;
- 34.3.8.2 Hours of work; and
- 34.3.8.3 Starting salary.

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

#### **34.4 Internal Applicants for Contract Technician and Contract Academic Counsellor Positions**

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

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

34.4.3 Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Contract Technician or Contract Academic Counsellor

positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

### **34.5 Hiring of Teaching Assistants**

34.5.1 Current Teaching Assistants who seek a work assignment for the following Academic Year must indicate their interest in writing to the Associate Dean of Faculty or supervising faculty member no later than February 1.

34.5.2 The appointment process for Teaching Assistants is conducted by the Associate Dean of Faculty or designate in consultation with the supervising faculty member. Teaching Assistant opportunities are assigned to the University's graduate students on a priority basis. A list of vacancies is posted on the University's website, with further advertising conducted as appropriate.

34.5.3 Teaching Assistant II, III, and IV appointments are determined by a "Teaching Assistant Appointments Committee", consisting of the following:

34.5.3.1 Associate Dean of Faculty, or designate (Chair); and

34.5.3.2 Faculty with whom the Teaching Assistant(s) will work.

34.5.4 Teaching Assistant I and V appointments are recommended by the supervising faculty member to the Office of the Vice-President, Research & Graduate Studies.

34.5.5 While all applications received for Teaching Assistant positions must be reviewed by the Teaching Assistant Appointments Committee, there is no requirement to interview candidates. The Committee determines which applicants require interviews.

34.5.6 The Chair (or designate) may check professional references for new Teaching Assistant appointments, and convey the results to the Committee. For Teaching Assistants seeking re-appointment, the Committee reviews the applicant's previous Performance Reviews.

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

34.5.8 Offers of employment to Teaching Assistants include the following information:

- 34.5.8.1 Term of contract;
- 34.5.8.2 Hours of work; and
- 34.5.8.3 Starting salary.

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

#### **34.6 Internal Applicants for Teaching Assistant Positions**

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

34.6.2 Sessional, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty may apply for Teaching Assistant positions when they become available, and shall be considered along with all other applicants. However,

successful applicants shall be obliged to relinquish their current positions.

### **34.7 Hiring of Permanent Technicians and Academic Counsellors**

34.7.1 The hiring process for new Permanent academic staff is conducted by the Supervisor, or designate. In conjunction with Human Resources, the Supervisor prepares a search plan for each Permanent academic staff position approved, including a position description and membership of the Search Committee. The Supervisor then convenes a meeting of the Search Committee to determine appropriate advertising venues and the search procedure to be followed, and incorporates these items into the search plan.

34.7.2 OCADFA is notified of all Permanent academic staff vacancies and is provided with a copy of the relevant position descriptions.

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

- 34.7.3.1 Supervisor, or designate (Chair);
- 34.7.3.2 1 Dean or Associate Dean of a relevant Faculty;
- 34.7.3.3 1 Faculty selected by the Chair from a relevant Faculty; and
- 34.7.3.4 1 Additional internal or external academic staff and/or faculty members may be added at the discretion of the Committee, for diversity and/or specific expertise.

34.7.4 All Permanent academic staff positions must be posted on the University's website, with further advertising conducted as appropriate. All applicants are considered under the same criteria and procedure.

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

34.7.6 The Chair (or designate) shall check references for the final candidate(s) and convey the results to the Committee.

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

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

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

34.7.9.1 Percentage of Maximum-Load;

34.7.9.2 Starting salary; and

34.7.9.3 Probationary term as outlined in Article 29.2.

#### **34.8 Internal Applicants for Permanent Academic Staff Positions**

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

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

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

### **34.9 Training of New Academic Staff**

34.9.1 All new academic staff, including Contract, Probationary and Permanent, are required to undergo training and orientation, according to individual needs as mutually determined by the academic staff member and the Supervisor, prior to working in this capacity at the University. For Technicians, relevant health and safety standards training is mandatory. Participation in health and safety, WHMIS, and first aid training, as specified by the Director, Safety & Risk Management is mandatory for all new academic staff.

### **34.10 Years of Service**

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

## **ARTICLE 35 PERFORMANCE AND PEER REVIEW FOR TECHNICIANS AND ACADEMIC COUNSELLORS**

### **35.1 Performance Reviews**

35.1.1 "Performance Reviews" are conducted (as outlined in Article 35.1.2) in order to review and assess overall performance with respect to their Responsibilities, and to make recommendations for the following purposes:

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

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

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

## **35.2 Review for Permanent Status**

35.2.1 A “Review for Permanent Status” is conducted for Technicians and Academic Counsellors (as outlined in Articles 35.3.2 and 35.3.3) in order to

assess their overall performance for the purpose of recommending the conferral of Permanent status.

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

- 35.2.2.1 Supervisor, or designate (Chair);
- 35.2.2.2 2 faculty, with relevant expertise, selected by the Chair from the relevant Faculty;
- 35.2.2.3 Up to 1 additional academic staff or faculty member may be added at the discretion of the Committee, for diversity and/or specific expertise.

35.2.3 An academic staff member who disagrees with a Review for Permanent Status decision has recourse to the Review for Permanent Status Appeal process (as outlined in Article 35.3).

### **35.3 Review for Permanent Status Appeal**

35.3.1 “Review for Permanent Status Appeal” provides a mechanism to review decisions made via Review for Permanent Status which result in failure to confer Permanent status on a Probationary academic staff member.

35.3.2 A Review for Permanent Status Appeal is initiated when an academic staff member submits a “Request for Review for Permanent Status Appeal” to the Office of the Vice-President, Academic within 14 calendar days following notification of the Review for Permanent Status decision which the academic staff member wishes to appeal.

35.3.3 A “Review for Permanent Status Appeal Committee” consists of the following:

- 35.3.3.1 Vice-President, Academic, or designate (Chair);
- 35.3.3.2 2 faculty, with relevant expertise, selected by the Chair from the

relevant Faculty, and who was not a member of the Review for Permanent Status Committee which made the decision being appealed.

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

35.3.5 A grievance challenging the decision of the Review for Permanent Status Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement, only to the extent that:

- 35.3.5.1 A significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;
- 35.3.5.2 There has been Bias or motive on the part of a committee member;
- 35.3.5.3 There has been Bias or motive on the part of any person whose opinion may have materially influenced the decision; or
- 35.3.5.4 The decision is unreasonable in the light of the evidence which was available or should have been available and in light of the standards applied since ratification.

#### **35.4 Merit Progress**

35.4.1 “Merit Progress” is awarded each year to Technicians and Academic Counsellors who have distinguished themselves through outstanding and meritorious contribution to the University, based on each individual’s performance review, which shall apply for the academic year following the review.

35.4.2 Career/Merit Progress takes the form of additional step(s) on the relevant as follows:

	PERFORMANCE REVIEW OUTCOMES	CAREER/MERIT PROGRESS INCREMENTS (Year Following Review)
CAREER PROGRESS	Meets basic expectations	0.5
	Fully meets expectations	1.0
MERIT PROGRESS	Exceed expectations	1.5
	Significantly exceeds expectations	2.0

35.4.3 Merit Progress is awarded on a competitive, University-wide basis, with funding, in any given year equivalent to 10% of the total cost of Academic Staff Career Progress for that year.

35.4.4 Within the framework of funding available, Merit Progress is awarded by the “Academic Staff Merit Progress Committee”, which consists of the following:

- 35.4.4.1 Vice-President, Academic, or designate (Chair, non-voting);
- 35.4.4.2 All academic staff Supervisors.

35.4.5 The Committee then renders a Final Decision.

## **ARTICLE 36 ACADEMIC STAFF WORKLOAD (EXCLUDING TEACHING ASSISTANTS) PRO-RATED FOR PARTIAL-LOAD**

### **36.1 Workload & Scheduling**

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

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

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

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

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

36.1.6 Technicians may be provided with release time to attend seminars or courses related to their work responsibilities. Such seminars/courses and

release time must be approved in advance by their Supervisor.

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

## **ARTICLE 37 ACADEMIC STAFF RESPONSIBILITIES**

### **37.1 Technician**

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

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

- assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
- 37.1.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and to the Director, Safety & Risk Management;
  - 37.1.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety & Risk Management;
  - 37.1.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
  - 37.1.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants and/or student monitors, where relevant;
  - 37.1.1.11 Serving on committees and participating in University special events and projects; and
  - 37.1.1.12 Maintaining currency in technical developments within the discipline.

## **37.2 IT Technician**

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

- 37.2.1.1 Working in 1 or more OCAD U computer labs, student laptop program, and/or faculty support technology facilities, supervised by the relevant Manager;
- 37.2.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals and objectives;

- 37.2.1.3 Supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment with approval from the supervisor and/or Manager;
- 37.2.1.4 Supporting students in their learning, i.e. acting as a resource regarding materials and processes; and assisting with the technical resolution of assignments;
- 37.2.1.5 Being responsible for the safe and efficient operation of facilities and equipment, i.e. maintaining, repairing and/or sending equipment out for repair; conducting research and recommending the purchase of new or replacement equipment when required; and initiating improvements in studio operation and usage;
- 37.2.1.6 Performing administrative duties, i.e. coordinating the purchase of supplies and resale of materials; maintaining inventory; assisting the supervisor with preparation and tracking of studio budgets; and development of student access policies and procedures;
- 37.2.1.7 Being responsible for health and safety, i.e. explaining hazards associated with materials and equipment; demonstrating, modeling and enforcing proper health and safety procedures; and promptly reporting unsafe conditions to the Supervisor and to the Director, Safety & Risk Management.
- 37.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Director, Safety & Risk Management;
- 37.2.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.2.1.10 Supervising open studio access time, and participating in the hiring, training, scheduling and supervision of class assistants

- and/or student monitors, where relevant;
- 37.2.1.11 Serving on committees and participating in University special events and projects; and
- 37.2.1.12 Maintaining currency in technical developments within the discipline.

### **37.3 Academic Counsellor**

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

- 37.3.1.1 Working in a specific counselling function in such areas as Student Affairs or CIADE, supervised and reviewed by the Supervisor and/or Manager or Dean of Faculty;
- 37.3.1.2 Working with Deans of Faculty, Associate Deans, faculty and other academic staff in support of the University's educational goals;
- 37.3.1.3 Supporting the faculty's delivery of curriculum, i.e. Providing and/or facilitating individual and group instruction within a relevant discipline or subject matter;
- 37.3.1.4 Supporting students in their learning, e.g. assessing and documenting their academic and learning needs; and assisting them in the development of relevant skills;
- 37.3.1.5 Working with faculty and other academic staff to develop collaborative programming and to promote awareness of the relevant discipline internally;
- 37.3.1.6 Promoting the University and the relevant discipline externally through participation in conferences, seminars and related research;
- 37.3.1.7 Providing one-on-one counselling, within a specific area of expertise, and referring students to other services as required;
- 37.3.1.8 Performing administrative responsibilities in the provision of

- counselling services, including: related reporting; budget management; long-term planning; and supervision of peer tutors;
- 37.3.1.9 Participating in the provision of a safe and secure environment for all members of the OCAD U community and its facilities;
- 37.3.1.10 Serving on committees and participating in University special events and projects; and
- 37.3.1.11 Maintaining currency within the field.

#### **37.4 Teaching Assistant**

- 37.4.1 Teaching Assistant II, III, and IV responsibilities may include, but are not limited to, the following:
  - 37.4.1.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more faculty members with administrative supervision by 1 or more Associate Deans;
  - 37.4.1.2 Working with Associate Deans, Chairs, faculty members and other academic staff in support of the University's educational goals and objectives;
  - 37.4.1.3 Meeting these educational goals by assisting with course preparation and delivery, i.e. organizing teaching and learning materials, and other resources, based on curricular outlines provided by a supervising faculty member, or by providing group instruction in specialized techniques;
  - 37.4.1.4 Assisting in the evaluation of student work, using criteria established by the supervising faculty members;
  - 37.4.1.5 Supporting students in their learning, i.e. through individual or small group instruction and/or assisting with assignments;
  - 37.4.1.6 Conducting separately scheduled tutorial classes;
  - 37.4.1.7 Working with Technicians, class assistants and/or monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and

37.4.1.8 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

37.4.2 Teaching Assistant I and V responsibilities may include, but are not limited to, the following:

- 37.4.2.1 Working within 1 or more OCAD U Faculties, directly supervised by 1 or more faculty members;
- 37.4.2.2 Working with Associate Deans, Chairs, and/or faculty members and other academic staff in support of the University's research goals and objectives;
- 37.4.2.3 Meeting these research goals by assisting with data collection, literature searches, data compilation, processing, entry and analysis, and experimental systems design, fabrication and maintenance;
- 37.4.2.4 Assisting with supervision of research activities in the lab, classroom, and within the field;
- 37.4.2.5 Assisting with preparation of proposals, progress and final reports, and promotion of research activities;
- 37.4.2.6 Providing project coordination, budget management, and administration of research activities;
- 37.4.2.7 Participating in the hiring, scheduling and supervision of Teaching Assistant I (Undergraduate Research Assistant), Class Assistants, and/or Student Monitors, where relevant;
- 37.4.2.8 Working with Technicians, class assistants and/or student monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
- 37.4.2.9 Participating in the provision of a safe and secure environment for all members of the University community and its facilities.

## **ARTICLE 38 ACADEMIC STAFF QUALIFICATIONS**

### **38.1 Technician**

38.1.1 Technicians have the following qualifications:

- 38.1.1.1 Undergraduate degree or equivalent in a relevant discipline;
- 38.1.1.2 Minimum of 5 years' experience, with demonstrated technical expertise in the operation of relevant studio facilities, equipment, materials and processes;
- 38.1.1.3 Strong organizational, interpersonal, communications and problem-solving skills; and
- 38.1.1.4 Sound knowledge of, and commitment to, healthy and safe work practices.

### **38.2 Academic Counsellor**

38.2.1 Academic Counsellors have the following qualifications:

- 38.2.1.1 Graduate degree or equivalent in a relevant discipline;
- 38.2.1.2 Minimum of 3 years' experience, with demonstrated counselling expertise and professional activity in the relevant discipline;
- 38.2.1.3 Outstanding interpersonal, problem-solving, and oral and written communications skills;
- 38.2.1.4 Demonstrated sensitivity to the needs and concerns of students and a commitment to quality service provision; and
- 38.2.1.5 Strong organizational skills and initiative, with a particular interest in working within the curricular context of a visual art and design educational institution.

### **38.3 Teaching Assistant**

38.3.1 Teaching Assistants have the following qualifications:

- 38.3.1.1 Completion of a relevant graduate degree or current enrollment in a relevant graduate program and/or equivalent training and professional experience, with the exception of Teaching

Assistant I (Undergraduate Research Assistant). Teaching Assistant I (Undergraduate Research Assistant) will have the completion of a relevant undergraduate degree or current enrollment in a relevant undergraduate program and/or equivalent training and professional experience;

- 38.3.1.2 Where relevant, sound knowledge of, and commitment to, healthy and safe work practices; and
- 38.3.1.3 Where relevant, strong organizational, interpersonal, oral and written communications, and problem solving skills.

# Provisions for Layoff

## ARTICLE 39 LAYOFF FOR REASON OF FINANCIAL EXIGENCY

### 39.1 Statement of Joint Responsibility

39.1.1 The Parties acknowledge that

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

### 39.2 Declaration of Financial Exigency

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

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

39.2.3 The Joint Committee reviews the circumstances and reasons for the Declaration of Financial Exigency to satisfy itself that:

- 39.2.3.1 A state of Financial Exigency does indeed exist;
  - 39.2.3.2 All appropriate means of achieving cost savings in OCAD U's operation, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
  - 39.2.3.3 All appropriate means of increasing OCAD U's revenues, consistent with the University's educational mandate, have been explored and/or implemented in order to avoid layoff;
  - 39.2.3.4 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;
  - 39.2.3.5 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and
  - 39.2.3.6 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary financial goals, and to ascertain what the effects of the layoff are likely to be.
- 39.2.4 Following a thorough review of the Declaration of Financial Exigency by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.
- 39.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Financial Exigency, and approves the financial magnitude of the layoff.

## **ARTICLE 40 LAYOFF FOR REASON OF CURRICULAR NECESSITY**

### **40.1 Statement of Joint Responsibility**

40.1.1 The Parties acknowledge that:

- 40.1.1.1 OCAD U's faculty and academic staff represent a core strength of the University and are central to its educational mandate;
- 40.1.1.2 The Parties have a joint responsibility to maintain the integrity, credibility, viability and currency of the University's educational offerings;
- 40.1.1.3 The University has a responsibility to take all reasonable measures to prevent curricular circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and
- 40.1.1.4 Faculty and academic staff have a responsibility to show reasonable flexibility in assisting the University to meet its educational goals, while adapting to changing curricular or societal circumstances.

### **40.2 Declaration of Curricular Necessity**

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

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

40.2.3 The Joint Committee reviews the circumstances and reasons for the Declaration of Curricular Necessity to satisfy itself that:

- 40.2.3.1 A state of Curricular Necessity does indeed exist;

- 40.2.3.2 All reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;
  - 40.2.3.3 All reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and
  - 40.2.3.4 The proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary curricular goals, and to ascertain what the effects of the layoff are likely to be.
- 40.2.4 Following a thorough review of the Declaration of Curricular Necessity by the Joint Committee for a period of up to 45 calendar days from the first meeting, a recommendation for the layoff of Tenured faculty and/or Permanent academic staff, including the circumstances and reasons for this recommendation and a summary of the Joint Committee's review, may be submitted by the President (or designate) to OCAD U's Board of Governors.
- 40.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity.

## **ARTICLE 41 LAYOFF AND RECALL PROCESS**

### **41.1 Layoff Process**

- 41.1.1 Once the Board of Governors has made a final determination that a layoff of Tenured faculty is required as a result of Financial Exigency or Curricular Necessity, the Vice-President, Academic recommends to the Senate in which Faculty or program(s), and in what proportion, layoffs should occur, taking into account:

- 41.1.1.1 The educational mandate;
  - 41.1.1.2 The financial parameters, including enrollment, program costing and other relevant statistics; and
  - 41.1.1.3 The magnitude of the layoff required.
- 41.1.2 Once the Senate has approved a resolution determining the academic and curricular priorities of the University in the circumstances, the University shall post a “Notice of Intention to Layoff faculty and/or academic staff”.

## **41.2 Layoff of Faculty**

- 41.2.1 A member of the faculty who wishes to assert qualifications and ability to perform Teaching & Teaching-Related Responsibilities within an additional discipline, or disciplines, must deliver to Human Resources a written statement including a summary of the member’s qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.
- 41.2.2 The order of layoff of faculty shall be as follows, provided that the remaining faculty members have the qualifications (which in appropriate circumstances could include Rank) and ability to perform the remaining work:
  - 41.2.2.1 Sessional faculty;
  - 41.2.2.2 Teaching-Intensive Stream;
  - 41.2.2.3 CLTA faculty;
  - 41.2.2.4 Continuing faculty, in reverse order based on years of service;
  - 41.2.2.5 Probationary faculty, in reverse order based years of service;
  - 41.2.2.6 Tenured faculty, in reverse order based on years of service.

## **41.3 Layoff of Academic Staff**

- 41.3.1 A member of the academic staff who wishes to assert qualifications and ability to perform responsibilities within an additional discipline or

disciplines must deliver to Human Resources a written statement including a summary of qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.

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

41.3.2.1 Contract academic staff;

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

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

#### **41.4 Notice of Layoff**

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

#### **41.5 Recall Process**

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

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

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

## **41.6 Recall of Faculty**

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

- 41.6.1.1 A Continuing faculty member is recalled to an available Continuing Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include Rank) and ability to do the work. The University shall provide written notice to a Continuing faculty member of any such position available in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which shall include a summary of the member's qualifications for the position.
- 41.6.1.2 A Probationary or Tenured faculty member is recalled to an available Tenured Faculty Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications (which in appropriate circumstances could include Rank) and ability to do the work. The University shall provide written notice to a Probationary or Tenured faculty member of any such position in the relevant discipline(s), and the member shall have 14 calendar days following receipt to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.
- 41.6.1.3 When a faculty member's application for recall is accepted, the University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.
- 41.6.1.4 A Continuing, Probationary or Tenured faculty member who is recalled at a lesser Workload than the member worked prior to

the layoff may apply for an increase in Workload under the provisions of Article 23.2.1.3.

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

## **41.7 Recall of Academic Staff**

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

- 41.7.1.1 A Probationary or Permanent academic staff member is recalled to an available Permanent academic staff Appointment at the same or lesser Workload as worked by the member prior to the layoff, subject to qualifications and ability to do the work. The University shall provide written notice to a Probationary or Permanent academic staff member of any such position, and the member shall have 10 calendar days to apply in writing to be recalled to the position, which application shall include a summary of the member's qualifications for the position.
- 41.7.1.2 When an academic staff member's application for recall is accepted, the University shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.
- 41.7.1.3 An academic staff member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 34.2.1.2.
- 41.7.1.4 A Probationary academic staff member who is recalled resumes her/his Appointment at the point at which it was left off.

## **41.8 Notice**

41.8.1 Notice under this Article shall be by regular mail to the faculty or academic

staff member's most recent address on the member's personnel file and it shall be deemed to be received 4 calendar days after the date of mailing; if the member so requests in writing, the notice shall be provided by email.

## **ARTICLE 42 SEVERANCE PAY**

### **42.1 Severance Pay**

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

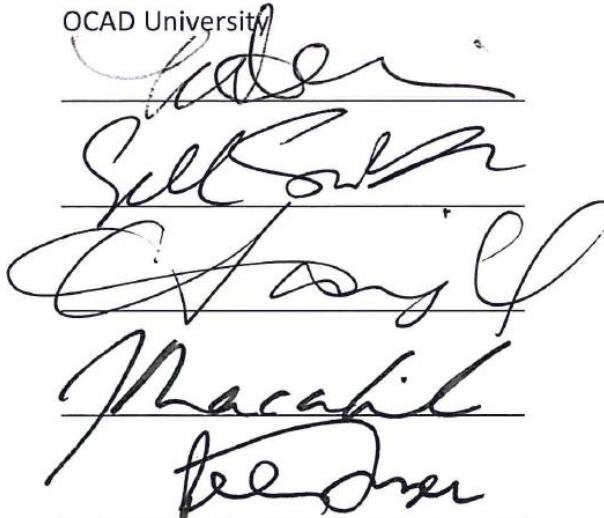
42.1.2 Teaching-Intensive Stream, CLTA and Continuing faculty who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of Teaching-Intensive Stream, CLTA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

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

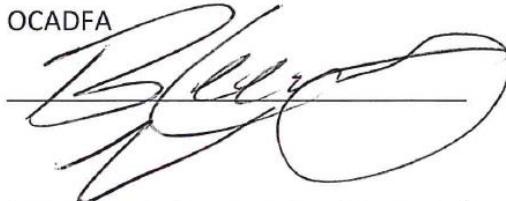
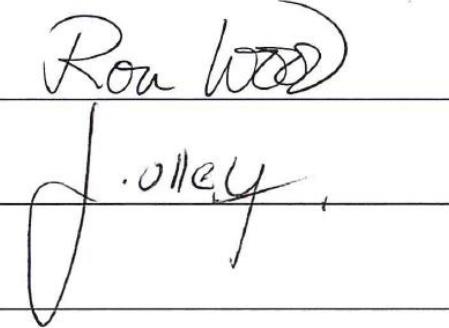
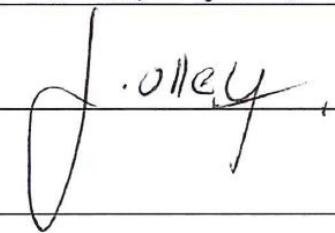
42.1.4 Nothing in this Article should be construed to derogate from minimum standards established under the *Employment Standards Act*.

IN WITNESS WHEREOF the parties hereto have executed this Collective  
Agreement on the 17 day of July 2017.

OCAD UNIVERSITY

OCAD University  
  
John R.  


ONTARIO COLLEGE OF ART &  
DESIGN FACULTY ASSOCIATION  
(OCADFA)

OCADFA  
  
Ron Wood  
  
  


## 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-Intensive Stream Faculty**

ATB increases for teaching-intensive stream faculty as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

#### **Contractually Limited Term Appointment Faculty**

ATB increases for CLTA faculty as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

## **Tenured, Probationary and Continuing Faculty**

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

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

### **A. Pay Rate for Sessional Faculty:**

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

#### **1. Effective July 1, 2016**

<b>Level</b>	<b>Type</b>	<b>Rate</b>
S1	Studio	3,939
S2	Studio	4,594
S3	Studio	5,250
S4	Studio	5,654
L1	Liberal Arts & Sciences	5,907
L2	Liberal Arts & Sciences	6,892
L3	Liberal Arts & Sciences	7,875

**2. Effective July 1, 2017**

<b>Level</b>	<b>Type</b>	<b>Rate</b>
S1	Studio	3,998
S2	Studio	4,663
S3	Studio	5,329
S4	Studio	5,739
L1	Liberal Arts & Sciences	5,996
L2	Liberal Arts & Sciences	6,995
L3	Liberal Arts & Sciences	7,993

**3. Effective January 1, 2018**

<b>Level</b>	<b>Type</b>	<b>Rate</b>
S1	Studio	4,058
S2	Studio	4,733
S3	Studio	5,409
S4	Studio	5,825
L1	Liberal Arts & Sciences	6,086
L2	Liberal Arts & Sciences	7,100
L3	Liberal Arts & Sciences	8,113

**4. Effective July 1, 2018**

<b>Level</b>	<b>Rate</b>
Ses1 (formerly S1, S2)	5,273
Ses2 (formerly S3, S4, L1)	6,131
Ses3 (formerly L2)	7,153
Ses4 (formerly L3)	8,173

**5. Effective July 1, 2019**

<b>Level</b>	<b>Rate</b>
Ses1 (formerly Ses1, Ses2)	6,223
Ses2 (formerly Ses3)	7,260
Ses3 (formerly Ses4)	8,296

## **6. Effective January 1, 2020**

<b>Level</b>	<b>Rate</b>
Ses1	6,316
Ses2	7,369
Ses3	8,420

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

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

#### **1. Effective July 1, 2016**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	47,808	Ac1	64,350	Bc1	77,220	Cc1	90,090
Lc2	49,001	Ac2	65,637	Bc2	78,506	Cc2	91,377
Lc3	50,198	Ac3	66,924	Bc3	79,794	Cc3	92,662
Lc4	51,392	Ac4	68,209	Bc4	81,082	Cc4	93,950

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc5	52,590	Ac5	69,497	Bc5	82,366	Cc5	95,238
Lc6	53,784	Ac6	70,786	Bc6	83,654	Cc6	96,525
Lc7	54,979	Ac7	72,072	Bc7	84,942	Cc7	97,811
Lc8	56,174	Ac8	73,357	Bc8	86,228	Cc8	99,097
Lc9	57,369	Ac9	74,646	Bc9	87,514	Cc9	100,386
Lc10	58,566	Ac10	75,934	Bc10	88,802	Cc10	101,671
Lc11	59,760	Ac11	77,220	Bc11	90,090	Cc11	102,958
Lc12	60,956	Ac12	78,505	Bc12	91,377	Cc12	104,246
Lc13	62,149	Ac13	79,794	Bc13	92,662	Cc13	105,536
Lc14	63,345	Ac14	81,082	Bc14	93,950	Cc14	106,820
Lc15	64,540	Ac15	82,366	Bc15	95,237	Cc15	108,105
Lc16	65,736	Ac16	83,654	Bc16	96,525	Cc16	109,395
Lc17	66,932	Ac17	84,942	Bc17	97,811	Cc17	110,682
Lc18	68,126	Ac18	86,228	Bc18	99,097	Cc18	111,969
Lc19	69,320	Ac19	87,514	Bc19	100,385	Cc19	113,253
Lc20	70,516	Ac20	88,802	Bc20	101,671	Cc20	114,541
Lc21	71,710	Ac21	90,090	Bc21	102,958	Cc21	115,829
		Ac22	91,379	Bc22	104,247	Cc22	117,118
		Ac23	92,666	Bc23	105,534	Cc23	118,405

**2. Effective July 1, 2017**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc1	48,525	Ac1	65,315	Bc1	78,378	Cc1	91,441
Lc2	49,736	Ac2	66,622	Bc2	79,684	Cc2	92,748
Lc3	50,951	Ac3	67,928	Bc3	80,991	Cc3	94,052
Lc4	52,163	Ac4	69,232	Bc4	82,298	Cc4	95,359
Lc5	53,379	Ac5	70,539	Bc5	83,601	Cc5	96,667
Lc6	54,591	Ac6	71,848	Bc6	84,909	Cc6	97,973
Lc7	55,804	Ac7	73,153	Bc7	86,216	Cc7	99,278
Lc8	57,017	Ac8	74,457	Bc8	87,521	Cc8	100,583
Lc9	58,230	Ac9	75,766	Bc9	88,827	Cc9	101,892
Lc10	59,444	Ac10	77,073	Bc10	90,134	Cc10	103,196
Lc11	60,656	Ac11	78,378	Bc11	91,441	Cc11	104,502
Lc12	61,870	Ac12	79,683	Bc12	92,748	Cc12	105,810
Lc13	63,081	Ac13	80,991	Bc13	94,052	Cc13	107,119
Lc14	64,295	Ac14	82,298	Bc14	95,359	Cc14	108,422
Lc15	65,508	Ac15	83,601	Bc15	96,666	Cc15	109,727
Lc16	66,722	Ac16	84,909	Bc16	97,973	Cc16	111,036
Lc17	67,936	Ac17	86,216	Bc17	99,278	Cc17	112,342
Lc18	69,148	Ac18	87,521	Bc18	100,583	Cc18	113,649

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc19	70,360	Ac19	88,827	Bc19	101,891	Cc19	114,952
Lc20	71,574	Ac20	90,134	Bc20	103,196	Cc20	116,259
Lc21	72,786	Ac21	91,441	Bc21	104,502	Cc21	117,566
		Ac22	92,750	Bc22	105,811	Cc22	118,875
		Ac23	94,056	Bc23	107,117	Cc23	120,181
		Ac24	95,362	Bc24	108,423		
		Ac25	96,668	Bc25	109,729		
		Ac26	97,974	Bc26	111,035		
		Ac27	99,280	Bc27	112,341		
		Ac28	100,586	Bc28	113,647		
		Ac29	101,892	Bc29	114,953		
		Ac30	103,198	Bc30	116,259		

**3. Effective January 1, 2018**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	49,253	Ac1	66,295	Bc1	79,554	Cc1	92,813
Lc2	50,482	Ac2	67,621	Bc2	80,879	Cc2	94,139
Lc3	51,715	Ac3	68,947	Bc3	82,206	Cc3	95,463
Lc4	52,945	Ac4	70,270	Bc4	83,532	Cc4	96,789
Lc5	54,180	Ac5	71,597	Bc5	84,855	Cc5	98,117
Lc6	55,410	Ac6	72,926	Bc6	86,183	Cc6	99,443
Lc7	56,641	Ac7	74,250	Bc7	87,509	Cc7	100,767
Lc8	57,872	Ac8	75,574	Bc8	88,834	Cc8	102,092
Lc9	59,103	Ac9	76,902	Bc9	90,159	Cc9	103,420
Lc10	60,336	Ac10	78,229	Bc10	91,486	Cc10	104,744
Lc11	61,566	Ac11	79,554	Bc11	92,813	Cc11	106,070
Lc12	62,798	Ac12	80,878	Bc12	94,139	Cc12	107,397
Lc13	64,027	Ac13	82,206	Bc13	95,463	Cc13	108,726
Lc14	65,259	Ac14	83,532	Bc14	96,789	Cc14	110,048
Lc15	66,491	Ac15	84,855	Bc15	98,116	Cc15	111,373
Lc16	67,723	Ac16	86,183	Bc16	99,443	Cc16	112,702
Lc17	68,955	Ac17	87,509	Bc17	100,767	Cc17	114,027

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc18	70,185	Ac18	88,834	Bc18	102,092	Cc18	115,354
Lc19	71,415	Ac19	90,159	Bc19	103,419	Cc19	116,676
Lc20	72,648	Ac20	91,486	Bc20	104,744	Cc20	118,003
Lc21	73,878	Ac21	92,813	Bc21	106,070	Cc21	119,329
		Ac22	94,141	Bc22	107,398	Cc22	120,658
		Ac23	95,467	Bc23	108,724	Cc23	121,984
		Ac24	96,792	Bc24	110,049		
		Ac25	98,118	Bc25	111,375		
		Ac26	99,444	Bc26	112,701		
		Ac27	100,769	Bc27	114,026		
		Ac28	102,095	Bc28	115,352		
		Ac29	103,420	Bc29	116,677		
		Ac30	104,746	Bc30	118,003		

**4. Effective July 1, 2018**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	49,992	Ac1	67,289	Bc1	80,747	Cc1	94,205
Lc2	51,239	Ac2	68,635	Bc2	82,092	Cc2	95,551
Lc3	52,491	Ac3	69,981	Bc3	83,439	Cc3	96,895
Lc4	53,739	Ac4	71,324	Bc4	84,785	Cc4	98,241
Lc5	54,993	Ac5	72,671	Bc5	86,128	Cc5	99,589
Lc6	56,241	Ac6	74,020	Bc6	87,476	Cc6	100,935
Lc7	57,491	Ac7	75,364	Bc7	88,822	Cc7	102,279
Lc8	58,740	Ac8	76,708	Bc8	90,167	Cc8	103,623
Lc9	59,990	Ac9	78,056	Bc9	91,511	Cc9	104,971
Lc10	61,241	Ac10	79,402	Bc10	92,858	Cc10	106,315
Lc11	62,489	Ac11	80,747	Bc11	94,205	Cc11	107,661
Lc12	63,740	Ac12	82,091	Bc12	95,551	Cc12	109,008
Lc13	64,987	Ac13	83,439	Bc13	96,895	Cc13	110,357
Lc14	66,238	Ac14	84,785	Bc14	98,241	Cc14	111,699
Lc15	67,488	Ac15	86,128	Bc15	99,588	Cc15	113,044
Lc16	68,739	Ac16	87,476	Bc16	100,935	Cc16	114,393
Lc17	69,989	Ac17	88,822	Bc17	102,279	Cc17	115,737

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc18	71,238	Ac18	90,167	Bc18	103,623	Cc18	117,084
Lc19	72,486	Ac19	91,511	Bc19	104,970	Cc19	118,426
Lc20	73,738	Ac20	92,858	Bc20	106,315	Cc20	119,773
Lc21	74,986	Ac21	94,205	Bc21	107,661	Cc21	121,119
		Ac22	95,553	Bc22	109,009	Cc22	122,468
		Ac23	96,899	Bc23	110,355	Cc23	123,814
		Ac24	98,224	Bc24	111,700		
		Ac25	99,590	Bc25	113,046		
		Ac26	100,936	Bc26	114,392		
		Ac27	102,281	Bc27	115,736		
		Ac28	103,626	Bc28	117,082		
		Ac29	104,971	Bc29	118,427		
		Ac30	106,317	Bc30	119,773		

**5. Effective January 1, 2019**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	50,742	Ac1	68,298	Bc1	81,958	Cc1	95,618
Lc2	52,008	Ac2	69,665	Bc2	83,323	Cc2	96,984
Lc3	53,278	Ac3	71,031	Bc3	84,691	Cc3	98,348
Lc4	54,545	Ac4	72,394	Bc4	86,057	Cc4	99,715
Lc5	55,818	Ac5	73,761	Bc5	87,420	Cc5	101,083
Lc6	57,085	Ac6	75,130	Bc6	88,788	Cc6	102,449
Lc7	58,353	Ac7	76,494	Bc7	90,154	Cc7	103,813
Lc8	59,621	Ac8	77,859	Bc8	91,520	Cc8	105,177
Lc9	60,890	Ac9	79,227	Bc9	92,884	Cc9	106,546
Lc10	62,160	Ac10	80,593	Bc10	94,251	Cc10	107,910
Lc11	63,426	Ac11	81,958	Bc11	95,618	Cc11	109,276
Lc12	64,696	Ac12	83,322	Bc12	96,984	Cc12	110,643
Lc13	65,962	Ac13	84,691	Bc13	98,348	Cc13	112,012
Lc14	67,232	Ac14	86,057	Bc14	99,715	Cc14	113,374
Lc15	68,500	Ac15	87,420	Bc15	101,082	Cc15	114,740
Lc16	69,770	Ac16	88,788	Bc16	102,449	Cc16	116,109
Lc17	71,039	Ac17	90,154	Bc17	103,813	Cc17	117,473

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc18	72,307	Ac18	91,520	Bc18	105,177	Cc18	118,840
Lc19	73,573	Ac19	92,884	Bc19	106,545	Cc19	120,202
Lc20	74,844	Ac20	94,251	Bc20	107,910	Cc20	121,570
Lc21	76,111	Ac21	95,618	Bc21	109,276	Cc21	122,936
		Ac22	96,986	Bc22	110,644	Cc22	124,305
		Ac23	98,352	Bc23	112,010	Cc23	125,671
		Ac24	99,718	Bc24	113,376		
		Ac25	101,084	Bc25	114,742		
		Ac26	102,450	Bc26	116,108		
		Ac27	103,815	Bc27	117,472		
		Ac28	105,180	Bc28	118,838		
		Ac29	106,546	Bc29	120,203		
		Ac30	107,912	Bc30	121,570		

**6. Effective July 1, 2019**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	51,503	Ac1	69,322	Bc1	83,187	Cc1	97,052
Lc2	52,788	Ac2	70,710	Bc2	84,573	Cc2	98,439
Lc3	54,077	Ac3	72,096	Bc3	85,961	Cc3	99,823
Lc4	55,363	Ac4	73,480	Bc4	87,348	Cc4	101,211
Lc5	56,655	Ac5	74,867	Bc5	88,731	Cc5	102,599
Lc6	57,941	Ac6	76,257	Bc6	90,120	Cc6	103,986
Lc7	59,228	Ac7	77,641	Bc7	91,506	Cc7	105,370
Lc8	60,515	Ac8	79,027	Bc8	92,893	Cc8	106,755
Lc9	61,803	Ac9	80,415	Bc9	94,277	Cc9	108,144
Lc10	63,092	Ac10	81,802	Bc10	95,665	Cc10	109,529
Lc11	64,377	Ac11	83,187	Bc11	97,052	Cc11	110,915
Lc12	65,666	Ac12	84,572	Bc12	98,439	Cc12	112,303
Lc13	66,951	Ac13	85,961	Bc13	99,823	Cc13	113,692
Lc14	68,240	Ac14	87,348	Bc14	101,211	Cc14	115,075
Lc15	69,528	Ac15	88,731	Bc15	102,598	Cc15	116,461
Lc16	70,817	Ac16	90,120	Bc16	103,986	Cc16	117,851
Lc17	72,105	Ac17	91,506	Bc17	105,370	Cc17	119,235

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc18	73,392	Ac18	92,893	Bc18	106,755	Cc18	120,623
Lc19	74,677	Ac19	94,277	Bc19	108,143	Cc19	122,005
Lc20	75,967	Ac20	95,665	Bc20	109,529	Cc20	123,394
Lc21	77,253	Ac21	97,052	Bc21	110,915	Cc21	124,780
		Ac22	98,441	Bc22	112,304	Cc22	126,170
		Ac23	99,827	Bc23	113,690	Cc23	127,556
		Ac24	101,214	Bc24	115,077		
		Ac25	102,600	Bc25	116,463		
		Ac26	103,987	Bc26	117,850		
		Ac27	105,372	Bc27	119,234		
		Ac28	106,758	Bc28	120,621		
		Ac29	108,144	Bc29	122,006		
		Ac30	109,531	Bc30	123,394		

**7. Effective January 1, 2020**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
Lc1	52,276	Ac1	70,362	Bc1	84,435	Cc1	98,508
Lc2	53,580	Ac2	71,771	Bc2	85,842	Cc2	99,916
Lc3	54,888	Ac3	73,177	Bc3	87,250	Cc3	101,320
Lc4	56,193	Ac4	74,582	Bc4	88,658	Cc4	102,729
Lc5	57,505	Ac5	75,990	Bc5	90,062	Cc5	104,138
Lc6	58,810	Ac6	77,401	Bc6	91,472	Cc6	105,546
Lc7	60,116	Ac7	78,806	Bc7	92,879	Cc7	106,951
Lc8	61,423	Ac8	80,212	Bc8	94,286	Cc8	108,356
Lc9	62,730	Ac9	81,621	Bc9	95,691	Cc9	109,766
Lc10	64,038	Ac10	83,029	Bc10	97,100	Cc10	111,172
Lc11	65,343	Ac11	84,435	Bc11	98,508	Cc11	112,579
Lc12	66,651	Ac12	85,841	Bc12	99,916	Cc12	113,988
Lc13	67,955	Ac13	87,250	Bc13	101,320	Cc13	115,397
Lc14	69,264	Ac14	88,658	Bc14	102,729	Cc14	116,801
Lc15	70,571	Ac15	90,062	Bc15	104,137	Cc15	118,208
Lc16	71,879	Ac16	91,472	Bc16	105,546	Cc16	119,619
Lc17	73,187	Ac17	92,879	Bc17	106,951	Cc17	121,024

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
Lc18	74,493	Ac18	94,286	Bc18	108,356	Cc18	122,432
Lc19	75,797	Ac19	95,691	Bc19	109,765	Cc19	123,835
Lc20	77,107	Ac20	97,100	Bc20	111,172	Cc20	125,245
Lc21	78,412	Ac21	98,508	Bc21	112,579	Cc21	126,652
		Ac22	99,918	Bc22	113,989	Cc22	128,063
		Ac23	101,324	Bc23	115,395	Cc23	129,469
		Ac24	102,732	Bc24	116,803		
		Ac25	104,139	Bc25	118,210		
		Ac26	105,547	Bc26	119,618		
		Ac27	106,953	Bc27	121,023		
		Ac28	108,359	Bc28	122,430		
		Ac29	109,766	Bc29	123,836		
		Ac30	111,174	Bc30	125,245		

### **C. Pay Scales for Tenured, Probationary and Continuing Faculty:**

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

#### **1. Effective July 1, 2016**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	52,737	A1	65,921	B1	83,061	C1	100,198
L2	54,055	A2	67,238	B2	84,379	C2	101,518
L3	55,372	A3	68,559	B3	85,697	C3	102,837
L4	56,692	A4	69,876	B4	87,017	C4	104,155
L5	58,011	A5	71,194	B5	88,335	C5	105,474
L6	59,328	A6	72,515	B6	89,652	C6	106,791
L7	60,648	A7	73,832	B7	90,972	C7	108,110
L8	61,966	A8	75,148	B8	92,289	C8	109,429
L9	63,284	A9	76,467	B9	93,607	C9	110,748
L10	64,602	A10	77,787	B10	94,927	C10	112,066
L11	65,921	A11	79,107	B11	96,245	C11	113,383
L12	67,238	A12	80,423	B12	97,561	C12	114,703

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L13	68,559	A13	81,740	B13	98,881	C13	116,019
L14	69,876	A14	83,061	B14	100,198	C14	117,338
L15	71,194	A15	84,379	B15	101,518	C15	118,658
L16	72,515	A16	85,697	B16	102,837	C16	119,975
L17	73,832	A17	87,017	B17	104,155	C17	121,294
L18	75,148	A18	88,335	B18	105,474	C18	122,613
L19	76,467	A19	89,652	B19	106,792	C19	123,932
L20	77,787	A20	90,972	B20	108,109	C20	125,249
L21	79,107	A21	92,289	B21	109,429	C21	126,567
		A22	93,606	B22	110,751	C22	127,884
		A23	94,924	B23	112,070	C23	129,202

**2. Effective July 1, 2017**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	53,528	A1	66,910	B1	84,307	C1	101,701
L2	54,866	A2	68,247	B2	85,645	C2	103,041
L3	56,203	A3	69,587	B3	86,982	C3	104,380
L4	57,542	A4	70,924	B4	88,322	C4	105,717
L5	58,881	A5	72,262	B5	89,660	C5	107,056
L6	60,218	A6	73,603	B6	90,997	C6	108,393
L7	61,558	A7	74,939	B7	92,337	C7	109,732
L8	62,895	A8	76,275	B8	93,673	C8	111,070
L9	64,233	A9	77,614	B9	95,011	C9	112,409
L10	65,571	A10	78,954	B10	96,351	C10	113,747
L11	66,910	A11	80,294	B11	97,689	C11	115,084
L12	68,247	A12	81,629	B12	99,024	C12	116,424
L13	69,587	A13	82,966	B13	100,364	C13	117,759
L14	70,924	A14	84,307	B14	101,701	C14	119,098
L15	72,262	A15	85,645	B15	103,041	C15	120,438
L16	73,603	A16	86,982	B16	104,380	C16	121,775
L17	74,939	A17	88,322	B17	105,717	C17	123,113

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	76,275	A18	89,660	B18	107,056	C18	124,452
L19	77,614	A19	90,997	B19	108,394	C19	125,791
L20	78,954	A20	92,337	B20	109,731	C20	127,128
L21	80,294	A21	93,673	B21	111,070	C21	128,466
		A22	95,010	B22	112,412	C22	129,802
		A23	96,348	B23	113,751	C23	131,140
		A24	97,686	B24	115,089	C24	132,478
		A25	99,024	B25	116,427	C25	133,816
		A26	100,362	B26	117,765	C26	135,154
		A27	101,700	B27	119,103	C27	136,492
		A28	103,038	B28	120,441	C28	137,830
		A29	104,376	B29	121,779	C29	139,168
		A30	105,714	B30	123,117	C30	140,506

**3. Effective January 1, 2018**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	54,331	A1	67,914	B1	85,572	C1	103,227
L2	55,689	A2	69,271	B2	86,930	C2	104,587
L3	57,046	A3	70,631	B3	88,287	C3	105,946
L4	58,405	A4	71,988	B4	89,647	C4	107,303
L5	59,764	A5	73,346	B5	91,005	C5	108,662
L6	61,121	A6	74,707	B6	92,362	C6	110,019
L7	62,481	A7	76,063	B7	93,722	C7	111,378
L8	63,838	A8	77,419	B8	95,078	C8	112,736
L9	65,196	A9	78,778	B9	96,436	C9	114,095
L10	66,555	A10	80,138	B10	97,796	C10	115,453
L11	67,914	A11	81,498	B11	99,154	C11	116,810
L12	69,271	A12	82,853	B12	100,509	C12	118,170
L13	70,631	A13	84,210	B13	101,869	C13	119,525
L14	71,988	A14	85,572	B14	103,227	C14	120,884
L15	73,346	A15	86,930	B15	104,587	C15	122,245
L16	74,707	A16	88,287	B16	105,946	C16	123,602
L17	76,063	A17	89,647	B17	107,303	C17	124,960

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	77,419	A18	91,005	B18	108,662	C18	126,319
L19	78,778	A19	92,362	B19	110,020	C19	127,678
L20	80,138	A20	93,722	B20	111,377	C20	129,035
L21	81,498	A21	95,078	B21	112,736	C21	130,393
		A22	96,435	B22	114,098	C22	131,749
		A23	97,793	B23	115,457	C23	133,107
		A24	99,151	B24	116,815	C24	134,465
		A25	100,509	B25	118,173	C25	135,823
		A26	101,867	B26	119,531	C26	137,181
		A27	103,226	B27	120,890	C27	138,539
		A28	104,584	B28	122,248	C28	139,897
		A29	105,942	B29	123,606	C29	141,256
		A30	107,300	B30	124,964	C30	142,614

**4. Effective July 1, 2018**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	55,146	A1	68,933	B1	86,856	C1	104,775
L2	56,524	A2	70,310	B2	88,234	C2	106,156
L3	57,902	A3	71,690	B3	89,611	C3	107,535
L4	59,281	A4	73,068	B4	90,992	C4	108,913
L5	60,660	A5	74,446	B5	92,370	C5	110,292
L6	62,038	A6	75,828	B6	93,747	C6	111,669
L7	63,418	A7	77,204	B7	95,128	C7	113,049
L8	64,796	A8	78,580	B8	96,504	C8	114,427
L9	66,174	A9	79,960	B9	97,883	C9	115,806
L10	67,553	A10	81,340	B10	99,263	C10	117,185
L11	68,933	A11	82,720	B11	100,641	C11	118,562
L12	70,310	A12	84,096	B12	102,017	C12	119,943
L13	71,690	A13	85,473	B13	103,397	C13	121,318
L14	73,068	A14	86,856	B14	104,775	C14	122,697
L15	74,446	A15	88,234	B15	106,156	C15	124,079
L16	75,828	A16	89,611	B16	107,535	C16	125,456
L17	77,204	A17	90,992	B17	108,913	C17	126,834

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	78,580	A18	92,370	B18	110,292	C18	128,214
L19	79,960	A19	93,747	B19	111,670	C19	129,593
L20	81,340	A20	95,128	B20	113,048	C20	130,971
L21	82,720	A21	96,504	B21	114,427	C21	132,349
		A22	97,882	B22	115,809	C22	133,725
		A23	99,260	B23	117,189	C23	135,104
		A24	100,638	B24	118,567	C24	136,482
		A25	102,017	B25	119,946	C25	137,860
		A26	103,395	B26	121,324	C26	139,239
		A27	104,774	B27	122,703	C27	140,617
		A28	106,153	B28	124,082	C28	141,995
		A29	107,531	B29	125,460	C29	143,375
		A30	108,910	B30	126,838	C30	144,753

**5. Effective January 1, 2019**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	55,973	A1	69,967	B1	88,159	C1	106,347
L2	57,372	A2	71,365	B2	89,558	C2	107,748
L3	58,771	A3	72,765	B3	90,955	C3	109,148
L4	60,170	A4	74,164	B4	92,357	C4	110,547
L5	61,570	A5	75,563	B5	93,756	C5	111,946
L6	62,969	A6	76,965	B6	95,153	C6	113,344
L7	64,369	A7	78,362	B7	96,555	C7	114,745
L8	65,768	A8	79,759	B8	97,952	C8	116,143
L9	67,167	A9	81,159	B9	99,351	C9	117,543
L10	68,566	A10	82,560	B10	100,752	C10	118,943
L11	69,967	A11	83,961	B11	102,151	C11	120,340
L12	71,365	A12	85,357	B12	103,547	C12	121,742
L13	72,765	A13	86,755	B13	104,948	C13	123,138
L14	74,164	A14	88,159	B14	106,347	C14	124,537
L15	75,563	A15	89,558	B15	107,748	C15	125,940
L16	76,965	A16	90,955	B16	109,148	C16	127,338
L17	78,362	A17	92,357	B17	110,547	C17	128,737

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	79,759	A18	93,756	B18	111,946	C18	130,137
L19	81,159	A19	95,153	B19	113,345	C19	131,537
L20	82,560	A20	96,555	B20	114,744	C20	132,936
L21	83,961	A21	97,952	B21	116,143	C21	134,334
		A22	99,350	B22	117,546	C22	135,731
		A23	100,749	B23	118,947	C23	137,131
		A24	102,148	B24	120,346	C24	138,529
		A25	103,547	B25	121,745	C25	139,928
		A26	104,946	B26	123,144	C26	141,328
		A27	106,346	B27	124,544	C27	142,726
		A28	107,745	B28	125,943	C28	144,125
		A29	109,144	B29	127,342	C29	145,526
		A30	110,544	B30	128,741	C30	146,924

**6. Effective July 1, 2019**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	56,813	A1	71,017	B1	89,481	C1	107,942
L2	58,233	A2	72,435	B2	90,901	C2	109,364
L3	59,653	A3	73,856	B3	92,319	C3	110,785
L4	61,073	A4	75,276	B4	93,742	C4	112,205
L5	62,494	A5	76,696	B5	95,162	C5	113,625
L6	63,914	A6	78,119	B6	96,580	C6	115,044
L7	65,335	A7	79,537	B7	98,003	C7	116,466
L8	66,755	A8	80,955	B8	99,421	C8	117,885
L9	68,175	A9	82,376	B9	100,841	C9	119,306
L10	69,594	A10	83,798	B10	102,263	C10	120,727
L11	71,017	A11	85,220	B11	103,683	C11	122,145
L12	72,435	A12	86,637	B12	105,100	C12	123,568
L13	73,856	A13	88,056	B13	106,522	C13	124,985
L14	75,276	A14	89,481	B14	107,942	C14	126,405
L15	76,696	A15	90,901	B15	109,364	C15	127,829
L16	78,119	A16	92,319	B16	110,785	C16	129,248
L17	79,537	A17	93,742	B17	112,205	C17	130,668

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	80,955	A18	95,162	B18	113,625	C18	132,089
L19	82,376	A19	96,580	B19	115,045	C19	133,510
L20	83,798	A20	98,003	B20	116,465	C20	134,930
L21	85,220	A21	99,421	B21	117,885	C21	136,349
		A22	100,840	B22	119,309	C22	137,767
		A23	102,260	B23	120,731	C23	139,188
		A24	103,680	B24	122,151	C24	140,607
		A25	105,100	B25	123,571	C25	142,027
		A26	106,520	B26	124,991	C26	143,448
		A27	107,941	B27	126,412	C27	144,867
		A28	109,361	B28	127,832	C28	146,287
		A29	110,781	B29	129,252	C29	147,709
		A30	112,202	B30	130,672	C30	149,128

**7. Effective January 1, 2020**

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>	<b>Level</b>	<b>Salary</b>
L1	57,665	A1	72,082	B1	90,823	C1	109,561
L2	59,106	A2	73,522	B2	92,265	C2	111,004
L3	60,548	A3	74,964	B3	93,704	C3	112,447
L4	61,989	A4	76,405	B4	95,148	C4	113,888
L5	63,431	A5	77,846	B5	96,589	C5	115,329
L6	64,873	A6	79,291	B6	98,029	C6	116,770
L7	66,315	A7	80,730	B7	99,473	C7	118,213
L8	67,756	A8	82,169	B8	100,912	C8	119,653
L9	69,198	A9	83,612	B9	102,354	C9	121,096
L10	70,638	A10	85,055	B10	103,797	C10	122,538
L11	72,082	A11	86,498	B11	105,238	C11	123,977
L12	73,522	A12	87,937	B12	106,677	C12	125,422
L13	74,964	A13	89,377	B13	108,120	C13	126,860
L14	76,405	A14	90,823	B14	109,561	C14	128,301
L15	77,846	A15	92,265	B15	111,004	C15	129,746
L16	79,291	A16	93,704	B16	112,447	C16	131,187
L17	80,730	A17	95,148	B17	113,888	C17	132,628

<b>Lecturer</b>		<b>Assistant Professor</b>		<b>Associate Professor</b>		<b>Professor</b>	
L18	82,169	A18	96,589	B18	115,329	C18	134,070
L19	83,612	A19	98,029	B19	116,771	C19	135,513
L20	85,055	A20	99,473	B20	118,212	C20	136,954
L21	86,498	A21	100,912	B21	119,653	C21	138,394
		A22	102,353	B22	121,099	C22	139,834
		A23	103,794	B23	122,542	C23	141,276
		A24	105,235	B24	123,983	C24	142,716
		A25	106,677	B25	125,425	C25	144,157
		A26	108,118	B26	126,866	C26	145,600
		A27	109,560	B27	128,308	C27	147,040
		A28	111,001	B28	129,749	C28	148,481
		A29	112,443	B29	131,191	C29	149,925
		A30	113,885	B30	132,632	C30	151,365

## **II. Benefits Eligibility, Premiums and Coverage for Faculty**

### **A. Sessional Faculty**

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

### **B. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured Faculty**

1. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible for the following benefits coverage:

- a. **Medical, Dental, Life Insurance and Long-term Disability (LTD)**

**(1) Eligibility:** All Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including same-sex spouse), as well as LTD insurance, to take effect on the first day of the month following their date of employment with the University.

**(2) Payment of Premiums:** Maximum-Load faculty are responsible for 10% of the medical premiums, 80% of the long-term disability premiums and 50% of the life insurance premiums. The above premiums are pro-rated on the same basis for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%. Dental premiums are fully paid by the University for Maximum-Load faculty and pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.

**(3) Medical Coverage:** According to the current employee group benefits booklet.

**(4) Dental Coverage:** According to the current employee group benefits booklet.

**(5) Life Insurance:** According to the current employee group benefits booklet.

**(6) Long-Term Disability Insurance:** According to the current employee group benefits booklet.

**(7) Vision Coverage:** According to the current employee group benefits booklet.

### **III. Pension Eligibility and Contributions for Faculty**

#### **A. Sessional Faculty**

1. Sessional faculty are not eligible to participate in the University's pension plan.

#### **B. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured Faculty**

1. Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are eligible to participate in the University's pension plan as follows:

a. **Eligibility:** All Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty are normally eligible to enrol in

the pension plan following one year of employment with the University. Such requirement may be waived by the University at the point of hire in the case of Associate or Full Professors.

- b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

## **IV. Vacation Entitlement**

### **A. Sessional Faculty**

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

### **B. Teaching-Intensive Stream Faculty**

1. Teaching-Intensive Stream faculty are entitled to four weeks of paid vacation per year.

### **C. CLTA Faculty**

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

### **D. Continuing, Probationary and Tenured Faculty**

1. Continuing, Probationary and Tenured faculty are entitled to annual paid vacation at the following rate:
  - a. Four weeks/year after one year of continuous service
  - b. Five weeks/year after eight years of continuous service
  - c. Six weeks/year after 16 years of continuous service.

Annual paid vacation is not accruable beyond the current year.

## APPENDIX D

### ACADEMIC STAFF COMPENSATION

#### I. Remuneration

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

#### All Classifications

ATB increases for all academic staff as follows:

July 1, 2016 0%

July 1, 2017 1.5%, January 1, 2018 1.5%

July 1, 2018 1.5%, January 1, 2019 1.5%

July 1, 2019 1.5%, January 1, 2020 1.5%

#### A. Pay Rate for Teaching Assistants:

##### 1. Effective July 1, 2016

Teaching Assistant I (Undergraduate Research Assistant): \$17.92

Teaching Assistant II (Marker/Grader): \$24.57

Teaching Assistant III & IV (Tutorial Leader): \$28.40

Teaching Assistant V (Graduate Research Assistant): \$28.40

**2. Effective July 1, 2017**

Teaching Assistant I (Undergraduate Research Assistant):	\$18.19
Teaching Assistant II (Marker/Grader):	\$24.94
Teaching Assistant III & IV (Tutorial Leader):	\$28.83
Teaching Assistant V (Graduate Research Assistant):	\$28.83

**3. Effective January 1, 2018**

Teaching Assistant I (Undergraduate Research Assistant):	\$18.46
Teaching Assistant II (Marker/Grader):	\$25.31
Teaching Assistant III & IV (Tutorial Leader):	\$29.26
Teaching Assistant V (Graduate Research Assistant):	\$29.26

**4. Effective July 1, 2018**

Teaching Assistant I (Undergraduate Research Assistant):	\$18.74
Teaching Assistant II (Marker/Grader):	\$25.69
Teaching Assistant III & IV (Tutorial Leader):	\$29.70
Teaching Assistant V (Graduate Research Assistant):	\$29.70

**5. Effective January 1, 2019**

Teaching Assistant I (Undergraduate Research Assistant):	\$19.02
Teaching Assistant II (Marker/Grader):	\$26.08
Teaching Assistant III & IV (Tutorial Leader):	\$30.14

Teaching Assistant V (Graduate Research Assistant): \$30.14

**6. Effective July 1, 2019**

Teaching Assistant I (Undergraduate Research Assistant): \$19.31

Teaching Assistant II (Marker/Grader): \$26.47

Teaching Assistant III & IV (Tutorial Leader): \$30.59

Teaching Assistant V (Graduate Research Assistant): \$30.59

**7. Effective January 1, 2020**

Teaching Assistant I (Undergraduate Research Assistant): \$19.60

Teaching Assistant II (Marker/Grader): \$26.87

Teaching Assistant III & IV (Tutorial Leader): \$31.05

Teaching Assistant V (Graduate Research Assistant): \$31.05

## **B. Pay Scales for Contract Technicians and Academic Counsellors:**

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

### **1. Effective July 1, 2016**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	49,696
Dc2	51,116
Dc3	52,536
Dc4	53,954
Dc5	55,374
Dc6	56,795
Dc7	58,215
Dc8	59,633
Dc9	61,054
Dc10	62,475
Dc11	63,895
Dc12	65,315
Dc13	66,736
Dc14	68,152

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc15	69,574
Dc16	70,994
Dc17	72,413
Dc18	73,834
Dc19	75,253
Dc20	76,673
Dc21	78,094
Dc22	79,516
Dc23	80,936
Dc24	82,357

**2. Effective July 1, 2017**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	50,441
Dc2	51,883
Dc3	53,324
Dc4	54,763
Dc5	56,205
Dc6	57,647
Dc7	59,088

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc8	60,527
Dc9	61,970
Dc10	63,412
Dc11	64,853
Dc12	66,295
Dc13	67,737
Dc14	69,174
Dc15	70,618
Dc16	72,059
Dc17	73,499
Dc18	74,942
Dc19	76,382
Dc20	77,823
Dc21	79,265
Dc22	80,709
Dc23	82,150
Dc24	83,592

**3. Effective January 1, 2018**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	51,198
Dc2	52,661
Dc3	54,124
Dc4	55,584
Dc5	57,048
Dc6	58,512
Dc7	59,974
Dc8	61,435
Dc9	62,900
Dc10	64,363
Dc11	65,826
Dc12	67,289
Dc13	68,753
Dc14	70,212
Dc15	71,677
Dc16	73,140
Dc17	74,601
Dc18	76,066

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc19	77,528
Dc20	78,990
Dc21	80,454
Dc22	81,920
Dc23	83,382
Dc24	84,846

**4. Effective July 1, 2018**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	51,966
Dc2	53,451
Dc3	54,936
Dc4	56,418
Dc5	57,904
Dc6	59,390
Dc7	60,874
Dc8	62,357
Dc9	63,844
Dc10	65,328
Dc11	66,813
Dc12	68,298

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc13	69,784
Dc14	71,265
Dc15	72,752
Dc16	74,237
Dc17	75,720
Dc18	77,207
Dc19	78,691
Dc20	80,175
Dc21	81,661
Dc22	83,149
Dc23	84,633
Dc24	86,119

**5. Effective January 1, 2019**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	52,745
Dc2	54,253
Dc3	55,760
Dc4	57,264
Dc5	58,773
Dc6	60,281

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc7	61,787
Dc8	63,292
Dc9	64,802
Dc10	66,308
Dc11	67,815
Dc12	69,322
Dc13	70,831
Dc14	72,334
Dc15	73,843
Dc16	75,351
Dc17	76,856
Dc18	78,365
Dc19	79,871
Dc20	81,378
Dc21	82,886
Dc22	84,396
Dc23	85,902
Dc24	87,411

**6. Effective July 1, 2019**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	53,536
Dc2	55,067
Dc3	56,596
Dc4	58,123
Dc5	59,655
Dc6	61,185
Dc7	62,714
Dc8	64,241
Dc9	65,774
Dc10	67,303
Dc11	68,832
Dc12	70,362
Dc13	71,893
Dc14	73,419
Dc15	74,951
Dc16	76,481
Dc17	78,009
Dc18	79,540
Dc19	81,069
Dc20	82,599

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc21	84,129
Dc22	85,662
Dc23	87,191
Dc24	88,722

**7. Effective January 1, 2020**

<b>Contract Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
Dc1	54,339
Dc2	55,893
Dc3	57,445
Dc4	58,995
Dc5	60,550
Dc6	62,103
Dc7	63,655
Dc8	65,205
Dc9	66,761
Dc10	68,313
Dc11	69,864
Dc12	71,417
Dc13	72,971

<b>Contract Technicians &amp; Academic Counsellors</b>	
Dc14	74,520
Dc15	76,075
Dc16	77,628
Dc17	79,179
Dc18	80,733
Dc19	82,285
Dc20	83,838
Dc21	85,391
Dc22	86,947
Dc23	88,499
Dc24	90,053

**C. Pay Scales for Permanent and Probationary Technicians and Academic Counsellors:**

The following Annual Pay Scales are for Maximum-Load Permanent and Probationary Technicians and Academic Counsellors (pro-rated for Partial-Load faculty according to the employee's Workload percentage of Maximum-Load).

**1. Effective July 1, 2016**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	50,909
D2	52,366
D3	53,818
D4	55,273
D5	56,726
D6	58,182
D7	59,635
D8	61,091
D9	62,546
D10	64,000
D11	65,455
D12	66,908
D13	68,362
D14	69,818
D15	71,274
D16	72,727
D17	74,182
D18	75,636

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D19	77,091
D20	78,544
D21	80,002
D22	81,456
D23	82,909
D24	84,363

**2. Effective July 1, 2017**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	51,673
D2	53,151
D3	54,625
D4	56,102
D5	57,577
D6	59,055
D7	60,530
D8	62,007
D9	63,484

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D10	64,960
D11	66,437
D12	67,912
D13	69,387
D14	70,865
D15	72,343
D16	73,818
D17	75,295
D18	76,771
D19	78,247
D20	79,722
D21	81,202
D22	82,678
D23	84,153
D24	85,628

**3. Effective January 1, 2018**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	52,448
D2	53,948
D3	55,444
D4	56,944
D5	58,441
D6	59,941
D7	61,438
D8	62,937
D9	64,436
D10	65,934
D11	67,434
D12	68,931
D13	70,428
D14	71,928
D15	73,428
D16	74,925
D17	76,424
D18	77,923

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D19	79,421
D20	80,918
D21	82,420
D22	83,918
D23	85,415
D24	86,912

**4. Effective July 1, 2018**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	53,235
D2	54,757
D3	56,276
D4	57,798
D5	59,318
D6	60,840
D7	62,360
D8	63,881
D9	65,403

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D10	66,923
D11	68,446
D12	69,965
D13	71,484
D14	73,007
D15	74,529
D16	76,049
D17	77,570
D18	79,092
D19	80,612
D20	82,132
D21	83,656
D22	85,177
D23	86,696
D24	88,216

**5. Effective January 1, 2019**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	54,034
D2	55,578
D3	57,120
D4	58,665
D5	60,208
D6	61,753
D7	63,295
D8	64,839
D9	66,384
D10	67,927
D11	69,473
D12	71,014
D13	72,556
D14	74,102
D15	75,647
D16	77,190
D17	78,734
D18	80,278

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D19	81,821
D20	83,364
D21	84,911
D22	86,455
D23	87,996
D24	89,539

**6. Effective July 1, 2019**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	54,845
D2	56,412
D3	57,977
D4	59,545
D5	61,111
D6	62,679
D7	64,244
D8	65,812
D9	67,380

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D10	68,946
D11	70,515
D12	72,079
D13	73,644
D14	75,214
D15	76,782
D16	78,348
D17	79,915
D18	81,482
D19	83,048
D20	84,614
D21	86,185
D22	87,752
D23	89,316
D24	90,882

**7. Effective January 1, 2020**

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
<b>Level</b>	<b>Salary</b>
D1	55,668
D2	57,258
D3	58,847
D4	60,438
D5	62,028
D6	63,619
D7	65,208
D8	66,799
D9	68,391
D10	69,980
D11	71,573
D12	73,160
D13	74,749
D14	76,342
D15	77,934
D16	79,523
D17	81,114
D18	82,704

<b>Permanent &amp; Probationary</b>	
<b>Technicians &amp; Academic Counsellors</b>	
D19	84,294
D20	85,883
D21	87,478
D22	89,068
D23	90,656
D24	92,245

## **II. Benefits Eligibility, Premiums and Coverage for Academic Staff**

### **A. Teaching Assistants and Contract Academic Staff**

1. Teaching Assistants and Contract Academic Staff receive 6% pay in lieu of benefits.

### **B. Probationary and Permanent Technicians and Academic Counsellors**

1. Probationary and Permanent Technicians and Academic Counsellors are eligible for the following benefits coverage:

#### **a. Medical, Dental, Life Insurance and Long-term Disability (LTD)**

**(1) Eligibility:** All Probationary and Permanent Technicians and Academic Counsellors are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including same-sex spouse), as well as LTD insurance, to take effect on

the first day of the month following their date of employment with the University.

- (2) **Payment of Premiums:** Maximum-Load Technicians and Academic Counsellors are responsible for 10% of the medical premiums, 80% of the long-term disability premiums and 50% of the life insurance premiums. The above premiums are pro-rated on the same basis for Partial-Load Technicians and Academic Counsellors according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%. Dental premiums are fully paid by the University for Maximum-Load Technicians and Academic Counsellors and pro-rated for Partial-Load Technicians and Academic Counsellors according to the employee's Workload percentage of Maximum Load, rounded to the next highest 25%.
- (3) **Medical Coverage:** According to the current employee group benefits booklet.
- (4) **Dental Coverage:** According to the current employee group benefits booklet.
- (5) **Life Insurance:** According to the current employee group benefits booklet.
- (6) **Long-Term Disability Insurance:** According to the current employee group benefits booklet.
- (7) **Vision Care:** According to the current employee group benefits booklet.

### **III. Pension Eligibility and Contributions for Academic Staff**

#### **A. Teaching Assistants and Contract Academic Staff**

1. Teaching Assistants and Contract Academic Staff are not eligible to participate in the University's pension plan.

## **B. Probationary and Permanent Technicians and Academic Counsellors**

1. Probationary and Permanent Technicians and Academic Counsellors are eligible to participate in the University's pension plan as follows:
  - a. **Eligibility:** All Probationary and Permanent Academic Counsellors are eligible to enrol in the pension plan following one year of employment with the University.
  - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University.

## **IV. Vacation Entitlement**

### **A. Teaching Assistants and Contract Academic Staff**

1. Teaching Assistants and Contract Academic Staff receive 4% pay in lieu of vacation.

### **B. Probationary and Permanent Technicians and Academic Counsellors**

1. Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:
  - a. Three weeks/year after one year of continuous service
  - b. Four weeks/year after six years of continuous service
  - c. Five weeks/year after 12 years of continuous service
  - d. Six weeks/year after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after five years of continuous service
- c. Five weeks/year after ten years of continuous service
- d. Six weeks/year after 18 years of continuous service

Annual paid vacation is not accruable beyond the current year.

2. Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after six years of continuous service
- c. 10% after 12 years of continuous service
- d. 12 % after 18 years of continuous service

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working fewer than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after five years of continuous service
- c. 10% after ten years of continuous service
- d. 12 % after 18 years of continuous service

Vacation time is paid out on the last pay of the academic year. Those wishing to take vacation time off, rather than receiving vacation pay, may do so with the approval of their supervisor. Such approval shall take into consideration operational efficiencies of the area, and shall not be unreasonably withheld. Vacation time taken is deducted from vacation pay owing.

**APPENDIX E**  
**PANEL OF ARBITRATORS**

Kevin Burkett

Brian Etherington

Michelle Flaherty

Russell Goodfellow

William Kaplan

Paula Knopf

Jasbir Parmar

Lorne Slotnick

**MEMORANDUM OF UNDERSTANDING**  
**OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS**

Between:

OCAD UNIVERSITY

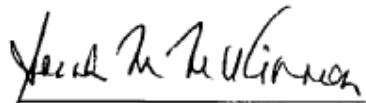
and

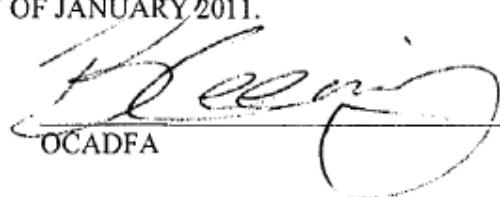
ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION ("OCADFA")

The parties have agreed that:

1. Appendix A, entitled OCAD University Policy on Intellectual Property Rights ("the Policy") shall govern the relationships between OCAD University and Faculty Members, and between OCAD University and Academic Staff in matters pertaining to Intellectual Property, unless otherwise agreed by OCAD University and OCADFA.
2. Disputes about the respective rights of OCAD University and Faculty Members, or of OCAD University and members of the Academic Staff, under the Policy shall be subject to Article 13 of the Memorandum of Agreement between OCAD University and OCADFA ("the MOA").
3. Where OCAD University and a Faculty Member are unable to reach agreement within sixty (60) days after OCAD University has informed the Faculty Member of its intention to participate in the protection, licensing and/or commercialization of patentable inventions and other registrable Intellectual Property under the Policy, with respect to the terms and conditions under which that participation shall occur, the matter shall be considered a dispute subject to Article 13 of the MOA.
4. OCAD University cannot amend the Policy as it concerns the rights of Faculty Members and Academic Staff as set out in this Letter of Understanding and its Appendix A, except with the agreement of OCADFA.
5. The Ontario College of Art & Design Collaboration Policy shall be rescinded.
6. This Letter of Understanding shall take effect upon ratification by OCAD University and by OCADFA. Bill Kaplan shall remain seized pursuant to his appointment by the parties until ratification by both parties. This Letter of Understanding and its Appendix A shall be reproduced behind the MOA following the renewal of the MOA.

SIGNED AT TORONTO THIS 5th DAY OF JANUARY 2011.

  
\_\_\_\_\_  
OCAD University

  
\_\_\_\_\_  
OCADFA

## APPENDIX F

### OCAD UNIVERSITY POLICY ON INTELLECTUAL PROPERTY RIGHTS

#### **PREAMBLE**

WHEREAS the common good of society is served by the unfettered search for knowledge in all fields of study, and upon its public exposition;

WHEREAS OCAD University is committed to preserving the principles of academic freedom and ensuring that all creators of Intellectual Property have their rights protected;

THEREFORE, OCAD University has adopted the following Policy.

#### **A. DEFINITIONS**

In this Policy, the following definitions apply:

- (a) *Academic Staff* means academic staff as defined in the MOA.
- (b) *Contributions* shall be assessed in accordance with the academic conventions pertaining to the discipline and Canadian intellectual property law.
- (c) *Costs* mean all costs associated with the registration, protection and enforcement of Intellectual Property rights including, but not limited to, government filing fees, legal costs, insurance, accounting and other incidental costs. *Costs* also include those costs associated directly with the research, development, creation and production of the Intellectual Property itself and indirectly through the use of any OCAD University Resources, Ordinary Support or Extraordinary Support and any costs associated with the distribution, exhibition, publication, or exploitation thereof including without

limitation marketing, promotion and advertising of the Intellectual Property or any product, good or service incorporating the Intellectual Property.

- (d) *Extraordinary Support* means OCAD University funds, personnel, facilities, equipment and other resources that are provided to a Faculty Member to a degree that is in excess of that normally available and does not include “Ordinary Support”. Such “Extraordinary Support” will be recognized by all parties through a written agreement before such support is provided.
- (e) *Faculty Member* means faculty member as defined in the MOA.
- (f) *Intellectual Property* means any result of intellectual, design, literary or artistic activity giving rise to a copyright, patent, trade-mark, industrial design or trade secret that accrues to intellectual property by statute, application, or registration, or other rights accruing under this Policy, whether or not protected by statute, including:
  - (i) Inventions, arts, processes, machines, compositions of matter and improvements;
  - (ii) Original literary, dramatic, artistic, and musical works as well as sound recordings, performer’s performances and communication signals , including but not limited to: publications, notes, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, websites, course work delivered on the Internet, including distance education, multimedia instructional packages, course syllabi, tests and work papers, course lectures, public lectures, choreographic works, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer software, computer programs and code of all types, layouts, interfaces, applications and tools, all databases and database layouts, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, works of visual

art and music (including any software which expresses the said notes, manuals, artifacts or works), and productions (including sound, video, film, hypertext multimedia);

(iii) Proprietary information, trade secrets and know-how;

(iv) Industrial designs, architectural designs, environmental designs and artistic designs;

(v) Tangible research property including research data, and databases, integrated circuit topography, engineering drawings, engineering prototypes and other property which can be physically distributed, whether or not any such property is registrable or registered, or the subject of applications for registration;

(vi) And all other products of research or discovery which are protected by law, including by a statutory regime, or which may be licensable.

(g) *MOA* means the Memorandum of Agreement between OCAD University and OCADFA.

(g) *Moral Rights* means the author's right to claim authorship and to protect the integrity of a work under applicable law, including (i) the right of attribution of authorship or performership, (ii) the right not to have authorship or performership falsely attributed, and (iii) the right of integrity of authorship or performership, including but not limited to the right to object to any distortion, mutilation or other modification of, or other derogatory action in relation to the author's or performer's work which would be prejudicial to the author's honour or reputation.

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

- (i) *OCAD University Resources* means facilities, equipment, materials, premises, financial and capital resources and/or administrative services made available by OCAD University and the work-time of an employee carrying out the duties associated with his or her employment.
- (j) *Ordinary Support* of a Faculty Member means regular salary, professional allowance, professional development funds, course release stipends, sabbaticals, supplies, benefits, professional support, use of the library, use of equipment including computing and other and facilities made available to a Faculty Member in the normal course of his or her employment and without the necessity of OCAD University providing additional support.
- (k) *Professional Practice/Research* has the same meaning as in the MOA.
- (l) *Sponsor* means any third party not covered under this Policy, including but not limited to an individual, corporation, partnership, not-for-profit, charitable organization, association or post-secondary institution, who provides support to the research and/or creative activities carried on by persons covered by this Policy, whether the support is provided in cash or in-kind.

## **B.INTRODUCTION**

B.1 The status of an individual while he or she is engaged in the creation of a work shall be determinative with respect to the application of this Policy. For example, where an individual holds both an Academic Staff appointment and a Faculty Member designation, it is the “work assignment” that is assigned to the individual as part of each appointment that determines which clauses of this Policy apply.

B.2 As a publicly-assisted university, OCAD University shall have the right to report on the publications, exhibitions, shows, patents, licenses and other forms of research,

scholarly and creative activity of its employees where such activities are conducted as part of their OCAD University responsibilities.

## **C. ACADEMIC STAFF**

C.1 Intellectual Property developed and/or created by Academic Staff as work for hire in the course of their employment by OCAD University shall be the exclusive property of OCAD University from the moment of the creation thereof and OCAD University shall have the unfettered rights thereto. An Academic Staff member is encouraged to seek clarification from his/her supervisor if there is a question about the application of this paragraph to a particular activity.

C.2 Academic Staff shall disclose fully and immediately all Intellectual Property developed in the course of their employment to their Senior Manager, Dean or the Vice-President Research and Graduate Studies.

C.3 OCAD University may, as owner of Intellectual Property as described in paragraph C.1, freely license such Intellectual Property to third parties. OCAD University will first offer the right to license such Intellectual Property to the Academic Staff member who created the Intellectual Property. If a license agreement is not reached between OCAD University and such Academic Staff member, OCAD University shall nonetheless offer a first right of refusal to such member prior to entering a license agreement with a third party. Such license agreement shall, at a minimum, always be subject to OCAD University retaining a royalty free, non-exclusive, non-transferable right to use such Intellectual Property for teaching, research and administrative purposes.

C.4 In the event that OCAD University elects to license the Intellectual Property to any third parties, OCAD University shall share with the Academic Staff, in proportionate shares equivalent to the Contributions of the Academic Staff to the work, all gross revenue derived from the exploitation thereof after the deduction of all Costs as defined

in this Policy, but in any event, such share to be payable to OCAD University shall not exceed 75% of the net revenues. OCAD University shall report to the Academic Staff in writing on a semi-annual basis all gross revenues derived from the exploitation of the Intellectual Property, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Academic Staff.

#### **D. FACULTY MEMBERS**

D.1 A Faculty Member shall not be obliged to engage in the commercial exploitation of professional or scholarly work or to provide commercial justification for it, except as agreed in any grant application, award or contract, or as set out in this Policy.

D.2 Faculty Members are free and encouraged to publish, or use other means of distribution and exhibition to disseminate, the results and proceeds of the teaching or research conducted at OCAD University or his or her Professional Practice/Research.

D.3 The ownership of all Intellectual Property in works created by a Faculty Member shall belong to the Faculty Member responsible for the creation of such work, in proportion to his or her Contributions to the work, except as provided by this Policy.

D.4 Since the dissemination of knowledge is one of the primary functions of OCAD University, the dissemination of the results and proceeds of teaching or Professional Practice/Research should be such that the results may be freely published or otherwise made available to the public. Where a Sponsor wishes to delay publication of work produced under a contract with the Sponsor, such publication delay shall not normally be longer than three (3) months from the date of the submission of the final work to the Sponsor, unless otherwise agreed in writing between OCAD University, the Sponsor and the Faculty Member.

D.5 OCAD University may enter into agreements to subcontract the services of a Faculty

Member to Sponsors, with the consent of the Faculty Member. Prior to granting such consent, a Faculty Member shall have the opportunity to consult with the OCAD University Faculty Association. In such agreements, OCAD University will advise Sponsors of the principles outlined in the Preamble and make best efforts to secure to the Faculty Member whose services are subcontracted all the rights, privileges and benefits accorded to Faculty Members in this Policy. If OCAD University makes an agreement that fails to secure the said rights, privileges and benefits to a Faculty Member as set out in this Policy, the Faculty Member shall have the right to choose not to participate. In such circumstances, OCAD University shall be free to contract with alternate individuals to provide such services to the third party. Faculty Members are encouraged to seek the advice of OCADFA prior to entering into any agreement with OCAD University and a Sponsor.

D.6 A Faculty Member will acknowledge his/her affiliation with OCAD University on scholarly and research publications, juried exhibitions and shows, trademarks, patents, or other forms of research, scholarly and creative dissemination of works whenever OCAD University Resources, Ordinary Support or Extraordinary Support was used by the Faculty Member in the creation thereof. A Faculty Member is not permitted to imply that OCAD University approves, promotes or endorses works produced as part of the Professional Practice/Research of the Faculty Member without the prior written agreement of OCAD University.

## **E. COPYRIGHT AND RELATED INTELLECTUAL PROPERTY RIGHTS – FACULTY MEMBERS**

E.1 Paragraphs E.1 to E.12 apply to Faculty Members in respect of: (i) all copyright protected works as described in paragraphs E.2 and E.3, as well as (ii) all works giving rise to Intellectual Property as defined in this Policy and listed in paragraph E.3 that are not covered by the Copyright Act, paragraph F or registered or registrable under patent or industrial design legislation.

E.2 Copyright protection applies to all original pedagogical, scholarly, scientific, literary, dramatic, musical, artistic, designed and recorded works in any fixed medium or material form, provided such works meet the criteria set out under the Copyright Act of Canada, as amended from time to time, for copyright protection to subsist.

E.3 Subject to the requirement to meet the criteria as set out in paragraphs E.1 and E.2 above, for the purposes of this Policy, original works may include but are not limited to: websites, books, texts, articles, monographs, glossaries, bibliographies, cartographic materials, modular posters, study guides, laboratory manuals, correspondence course packages, interactive textbooks, course work delivered on the Internet, including distance education, multimedia instructional packages, syllabi, tests and work papers, lectures, musical and/or dramatic compositions, choreographic works, performers' performances, unpublished scripts, films, filmstrips, charts, transparencies, other visual aids, video and audio tapes and cassettes, computer programs, live video and audio broadcasts, programmed instructional materials, drawings, paintings, sculptures, photographs, communication design applications (including digital and web), interactive design, works of architectural, landscape artistic or environmental design including plans and drawings, computer software, tangible research property, research data and databases or other products of research and discovery and other works.

E.4 No Faculty Member shall claim any Intellectual Property as described at paragraphs E.1 - E.3 in any assessment, grading, report, or correspondence produced pursuant to her/his normal administrative duties within OCAD University.

E.5 No Faculty Member shall claim Intellectual Property as described at paragraphs E.1 - E.3 in any work provided by OCAD University to the Faculty Member to assist him/her in carrying out his/her duties, even if such work is modified by the Faculty Member for such purposes or claim copyright in any work produced and designed to assist in the day-to-day administration, operation and/or management of OCAD University's affairs.

E.6 Where copyright or other Intellectual Property as described at paragraphs E.1-E.3, other than the rights covered by paragraph F, has been assigned to it by a Faculty Member, OCAD University shall give written notice to the Faculty Member who assigned such intellectual property right to OCAD University, of any agreements OCAD University enters into with third parties assigning such rights or any licenses related thereto.

E.7 Subject to paragraph E.4, all Intellectual Property described at paragraphs E.1 – E.3 in any works created by a Faculty Member who created the work using the Ordinary Support of OCAD University shall be deemed to vest exclusively in the Faculty Member, even if it was created solely on OCAD University's time and with OCAD University's facilities and resources, except in cases of works where there is a contract to the contrary between the Faculty Member and OCAD University.

E.8 When a Faculty Member is contracted by OCAD University for the express purpose of creating or producing specific works that may give rise to Intellectual Property, there shall be a written agreement between OCAD University and the Faculty Member which shall, at minimum, address the following matters:

- (i) Definition of the works(s) to be produced;
- (ii) Scheduling and funding of the project;
- (iii) Ownership and use of the works(s), including ownership of Intellectual Property described at paragraphs E.1 – E.3 above and rights in the master copy of all contracted works;
- (iv) Distribution, leasing and/or licensing of the use of the works(s), including the rights of the Faculty Member to use the work if the Faculty Member has not retained ownership;
- (v) Rights of revision, if any; and
- (vi) Definition, distribution and timing of royalty and other payments, if applicable.

E.9 Unless the written agreement between the Faculty Member and OCAD University provides otherwise:

- (i) The Faculty Member shall continue to be entitled to use works he or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations unless such entitlement or a portion thereof has been expressly waived as a condition of the commissioned work agreement or sale provided OCAD University is credited as the owner thereof. Such a sale, license or lease does not preclude a Faculty Member from requiring that the work not be associated with the Faculty Member, if that is the wish of the Faculty Member, and should the Faculty Member wish, that the Faculty Member no longer be associated with the work if the Faculty Member originally chose to be associated with it, provided the Faculty Member has not previously waived his or her Moral Rights to require same. Moreover, nothing in this provision precludes the Faculty Member from negotiating with OCAD University the waiver of any Moral Rights associated with the work;
- (ii) Notwithstanding the preceding paragraph, there shall be no waiver of the Faculty Member's right to the use of distributed learning materials her or she has contracted for under paragraph E.8 in an unrestricted fashion for internal OCAD University purposes in the course of his or her employment, including teaching a course on the same subject matter, as well as for articles, conference presentations, textbooks and other derivative creations; and
- (iii) The Faculty Member who created the work shall have the first right to participate in the revisions and updating of the commissioned work, normally at the end of five years, under a separate contract for services. In the event that the Faculty Member does not exercise such right, the OCAD University shall be free to contract with third parties to revise and update the commissioned work and the Faculty Member shall waive Moral

Rights in the work in order to permit such revisions and updates. In such case, the Faculty Member shall have no rights with respect to the revised content.

E.10 Where OCAD University contracts with a Faculty Member to create a work as described at paragraph E.8, and that contract provides that OCAD University retains the right to distribute, sell, lease or license such work to third parties for a fee or at no cost, in the event that OCAD University elects to distribute such work for a fee, then OCAD University's share under such a contract shall not exceed 75% of the net revenues earned by OCAD University from the exploitation thereof after the deduction of all Costs as defined in this Policy. OCAD University shall report to the Faculty Member in writing on a semi-annual basis all gross revenues derived from the exploitation of the commissioned work, together with all Costs deducted therefrom and the respective sums payable to OCAD University and the Faculty Member and shall pay out to the Faculty Member her/his share of royalties and net revenues within one month of each report.

E.11 An agreement between a Faculty Member and OCAD University for OCAD University to provide Extraordinary Support shall be in writing, shall be entered into in advance of the provision of such support, and shall describe the Extraordinary Support that OCAD University intends to provide or the Costs it expects to incur. OCAD University shall maintain a record of these Costs related to the Extraordinary Support for reporting to the Faculty Member. Any contract for Extraordinary Support shall specify who owns the Intellectual Property rights arising from the provision of such Extraordinary Support. Such contract shall also include an agreement with a Faculty Member who is the creator to participate in the royalties, if any. OCAD University's share of such royalties shall not normally exceed 50% of gross royalties or other proceeds earned by a Faculty Member. OCAD University's share of such royalties or other proceeds that are in excess of the Extraordinary Support shall be used to fund activities in support of research scholarship and creative activity and commercialization of OCAD University developed Intellectual Property. Disbursements of these funds shall be reported to the University community annually, no later than October 1st for the immediately preceding academic year (1 July to 30 June).

E.12 A Faculty Member entering into collaborations with a person who is not subject to this Policy is encouraged to enter into a written agreement in advance regarding Intellectual Property.

## **F. PATENTS, TRADE-MARKS, and RELATED INTELLECTUAL PROPERTY – FACULTY MEMBERS**

F.1 Paragraphs F.1 to F.12 apply to an invention, integrated circuit, trade-mark, industrial design and any result of intellectual or artistic ability by a Faculty Member registrable under applicable law, excluding any work to which Paragraph E attaches.

F.2 Any decision concerning whether to seek patent protection or other form of registration of Intellectual Property described at paragraph F.1 rests, initially, with the Faculty Member who is the creator or inventor, unless the invention or creation is the result of services provided under a written agreement the provisions of which dictate otherwise.

F.3 A Faculty Member shall make full and complete written disclosure to OCAD University of any discovery for which she/he wishes to file a patent application or an application for another form of registration of Intellectual Property described at paragraph F.1 and shall assert at that time whether it refers to an invention, improvement, design or development made with the Ordinary Support or made with the Extraordinary Support of OCAD University. OCAD University shall affirm in writing to the Faculty Member whether any Extraordinary Support was provided to the development of the disclosed discovery, normally within thirty (30) days of the disclosure.

F.4 OCAD University shall describe in writing the time frame, normally within sixty (60) working days, within which OCAD University shall decide whether to participate in the application for a patent or for another form of registration of Intellectual Property described at paragraph F.1, and/or if issued, in its licensing and/or commercialization.

F.5 Except where the invention, improvement, design or development is made independently of OCAD University, OCAD University shall have the first right of refusal, but shall have no obligation to participate in any application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and commercialization of the invention, improvement, design or development, either solely or through a consortium. If OCAD University chooses to do so, OCAD University assumes the Costs of obtaining such protection, and will share net proceeds with the Faculty Member after the recouping of all Costs of protection, licensing and commercialization (normal requirements for assignment, cooperation, etc.). OCAD University shall be entitled to 40% of the net proceeds. OCAD University will report to the Faculty Member semi-annually and pay out shared royalties semi-annually (normally January 15 and July 15).

F.6 If OCAD University chooses not to participate in the application for registration, protection licensing and/or commercialization of the discovery, a Faculty Member may, at his/her sole discretion, make his/her own arrangements for an application for patent or other form of registration of Intellectual Property described at paragraph F.1, and for the commercial exploitation of any invention, improvement, design or development so patented, at his/her sole expense. In such case, a Faculty Member shall enter into an agreement with OCAD University which agreement shall provide that where OCAD University has provided Extraordinary Support, OCAD University shall recover those costs by taking not more than 50% of the gross revenues in each year until such time as OCAD University has recovered its Extraordinary Support. Thereafter, OCAD University shall receive 25% of gross revenues. Where OCAD University has provided Ordinary Support, OCAD University shall be entitled to 10% of the gross revenues.

F.7 For the purpose of paragraph F.3 above, a Faculty Member shall disclose any invention, improvement, design or development to the Vice-President, Research & Graduate Studies, and her/his desire to apply for registration, protection, license and/or commercialize same. Within thirty (30) working days of the receipt of such a full and

complete disclosure, the Vice-President, Research & Graduate Studies, or his/her designate, shall inform the Faculty Member whether OCAD University shall choose to participate in the application for a patent or other form of registration of Intellectual Property described at paragraph F.1 or otherwise in the protection, licensing and/or commercialization of the Intellectual Property, identify the time frame and develop a schedule to finalize terms and conditions with the Faculty Member or his/her designate.

F.8 A Faculty Member has the right to withdraw from his/her agreement with OCAD University where OCAD University has failed to bring appropriate skill and effort to bear on the exploitation over a reasonable period of time to allow for the proper disclosure, technical assessment, protection, and negotiation of a license or other agreement, as agreed in writing between the Faculty Member and OCAD University. In such a case a Faculty Member may require all rights in the Intellectual Property described at paragraph F.1 to be reassigned to himself/herself and where that occurs, he/she shall reimburse OCAD University for the direct costs incurred to protect and license the Intellectual Property. For clarity, the Faculty Member shall retain Intellectual Property rights as described in paragraph D.3 above.

F.9 OCAD University has the right to withdraw from its agreement with a Faculty Member where the Faculty Member has failed to provide OCAD University with full, complete and timely disclosure of the Intellectual Property described at paragraph F.1 as required to properly evaluate the Intellectual Property against the criteria for patent protection or other form of registration and/or to enter into licensing or other agreements to facilitate commercialize the Intellectual Property in which case paragraph F.6 shall apply.

F.10 OCAD University shall be deemed to have, and a Faculty Member shall be deemed to have granted to OCAD University, a nonexclusive, royalty-free, irrevocable and non-transferable, noncommercializable license to use solely for OCAD University internal use any patented or otherwise registered Intellectual Property described at paragraph F.1 when such was made, discovered or developed using OCAD University Resources,

Ordinary Support or Extraordinary Support.

F.11 Any net revenue that OCAD University may receive as a result of the application of this Policy shall be dedicated to research and other forms of scholarly activity and OCAD University shall report annually to the OCAD University community on the use of all net revenue for the support of research, scholarship and creative activity.

F.12 A Faculty Member entering into a collaboration to create any new invention, improvement, design or development with persons not subject to this Policy is encouraged to enter into a written contract in advance regarding Intellectual Property.