

MEMORANDUM OF AGREEMENT

Between

Ontario College of Art & Design

- and -

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

Duration: July 1, 2006 to June 30, 2010

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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 (“OCAD” 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 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’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’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 endeavors enable OCAD 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 recognizes OCADFA as the sole and exclusive bargaining agent for all OCAD faculty and academic staff.
- 2.1.2 OCAD shall not enter into any agreement or terms and conditions of employment with individual faculty or academic staff, which are contrary to the provisions of this Agreement.
- 2.1.3 “Faculty” are those who teach within the OCAD credit curriculum, Maximum-Load or Partial-Load, and who have one of the following appointments:
 - 2.1.3.1 Sessional;
 - 2.1.3.2 CLTA;
 - 2.1.3.3 Continuing;
 - 2.1.3.4 Probationary; or
 - 2.1.3.5 Tenured.
- 2.1.4 “Academic Staff” include those who directly facilitate student learning within the OCAD 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 employee groups are excluded from membership in OCADFA:
 - 2.2.1.1 Administrative Managers;
 - 2.2.1.2 Academic Managers (while serving in this capacity);
 - 2.2.1.3 Non-Credit Instructors;
 - 2.2.1.4 Employees in the bargaining unit represented by the Ontario Public Service Employees Union (“OPSEU”) Unit 1 (support staff);
 - 2.2.1.5 Exempt Staff (support staff positions which are equivalent to OPSEU Unit 1, but exempt on the basis of confidentiality); and

- 2.2.1.6 Employees in the bargaining unit represented by OPSEU Unit 2 (class assistants, models and student monitors).
- 2.2.2 **Academic Managers**
 - 2.2.2.1 "Academic Managers" include the Deans of Faculty, Assistant Deans and the Vice-President, Academic, who are part of OCAD Management and, during the course of their managerial tenure, are not represented by OCADFA.
 - 2.2.2.2 The equivalent of OCADFA dues are deducted from Assistant Dean's salaries for any courses taught during their managerial tenure.
 - 2.2.2.3 Faculty and, where appropriate, other academic staff are represented on hiring and performance assessment committees for Deans of Faculty, Assistant Deans and the Vice-President, Academic. The Committee shall be comprised of not less than 33% faculty.
 - 2.2.2.4 The hiring process for Academic Managers considers qualifications for both teaching and administrative duties.

ARTICLE 3 MEMBERSHIP IN OCADFA

3.1 Preamble

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

3.2 Requirement to Pay Dues

- 3.2.1 All faculty, whether Sessional, CLTA, Continuing, Probationary or Tenured, and all academic staff, whether Contract, Probationary or Tenured, shall be required to pay dues to OCADFA, and shall sign a letter to OCAD 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 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.
- 3.2.4 OCAD 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 or by OCADFA because of her/his choice to be or not to be a member of OCADFA.
- 3.3.3 Faculty and academic staff who wish not to become members of OCADFA, or who wish to discontinue their membership in OCADFA, must indicate this in writing to the President of OCADFA, with a copy to the Executive Assistant of OCADFA. It is understood that in the absence of such written notification having been received by OCADFA, all faculty and academic staff shall be considered members of OCADFA. It is also understood that faculty and academic staff who choose not to be members shall in all cases continue to

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

3.4 Memorandum of Agreement

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

3.5 Information Sharing Between OCAD and OCADFA

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

ARTICLE 4 DEFINITIONS APPLYING TO ALL FACULTY AND ACADEMIC STAFF

4.1 Academic Council

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

4.2 Board of Governors

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

4.3 Conflict of Interest and Bias

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

4.4 Curricular Necessity

- 4.4.1 "Curricular Necessity" is a situation whereby major curricular change, such as the closing of an academic Program, is required in order for the university to meet its educational

goals. Such decisions must be made in consultation with relevant faculty and academic staff, and must be approved by the appropriate university committees, including the Board of Governors.

4.5 Financial Exigency

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

4.6 Final Decision

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

4.7 Panel of Arbitrators

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

4.8 Pension Committee

4.8.1 The “Pension Committee” consists of:

4.8.1.1 1 representative of OCADFA;

4.8.1.2 1 representative of OPSEU Local 576;

4.8.1.3 1 representative of the Administrative Managers and Exempt Staff;

4.8.1.4 the Vice-President, Administration (non-voting);

4.8.1.5 the Director, Human Resources (non-voting); and

4.8.1.6 the Director, Finance (non-voting).

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

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

4.9 Quorum

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

4.10 Term and Academic Year

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

4.10.2 Academic Employment Year

The employment year shall normally be from July 1st to the subsequent June 30th, and shall include Teaching & Teaching-Related Responsibilities and Professional Practice/Research, and Service, as well as vacation, payment for which is included in the annual salary. Employees with appointments of less than twelve months shall receive a portion of the annual salary prorated 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)	

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

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

4.11 WHMIS

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

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

5.1 Endorsement

5.1.1 The Parties endorse the "Statement on Academic Freedom and Institutional Autonomy", as adopted by the Association of Universities and Colleges of Canada ("AUCC") on May 5, 1988, and 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, through its officers and Board of Governors, to manage the university including, 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 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 Student Union; and
 - 9.1.3.3 individual students, faculty, Academic Staff, and other OCAD 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 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 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 not 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, on an alternating basis, between the Chairs of the respective Negotiations Teams. 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, 2006 to June 30, 2010, and shall continue to be in effect from year to year thereafter, until replaced in accordance with this Article, and/or as modified by mutual consent of the Parties.

11.2 Notice to Bargain

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

11.3 Negotiations

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

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

11.4 Time Limits

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

ARTICLE 12 NEGOTIATIONS MEDIATION AND ARBITRATION PROCESS

12.1 Request for Negotiations Mediation and Arbitration

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

12.2 Negotiations Mediation and Arbitration Process

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

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

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

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

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

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

12.3 Time Limits

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

ARTICLE 13 COMPLAINT, GRIEVANCE, GRIEVANCE ARBITRATION AND DISMISSAL

ARBITRATION PROCESS

13.1 Preamble

- 13.1.1 The Parties agree to encourage and facilitate the fair and expeditious resolution of Complaints and Grievances.
- 13.1.2 With respect to Grievance Arbitration and Dismissal Arbitration, the Parties agree to use best efforts, in cases of urgency, to schedule hearings expeditiously.
- 13.1.3 Except as otherwise specified in this Agreement, the Complaint, Grievance, Grievance Arbitration, and Dismissal Arbitration Process, as set out in this Article, is the sole method for the resolution of Complaints and Grievances. There shall be no discrimination or reprisal against any person who elects to use this process.

13.2 OCADFA Representation

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

13.3 Stage One: Complaint

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

13.4 Stage Two: Grievance

- 13.4.1 A "Grievance" is defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Agreement.
- 13.4.2 If OCADFA, or a member of faculty or Academic Staff, decides to lodge a Grievance, such Grievance must be delivered in writing to the Vice-President, Academic, or designate, within 21 calendar days of the date of the act or omission giving rise thereto, or of the date on which the Grievor first knew, or ought reasonably to have known, of such act or omission.
- 13.4.3 The Vice-President, Academic, or designate, holds a Stage Two Grievance meeting with the Grievor and other individuals directly involved in the Grievance, within 21 calendar days of receipt of the Grievance. If the Grievance is resolved at this meeting, the agreed resolution of the matter is set out in writing by the Vice-President, Academic, or designate, and delivered to the Grievor and to OCADFA within 14 calendar days of the meeting. The Grievor confirms in writing that the resolution is acceptable, and delivers same to the Vice-President, Academic, or designate, and to OCADFA within a further 7 calendar days.
- 13.4.4 If the Grievance is not resolved at the Stage Two Grievance meeting, the decision of the Vice-President, Academic, or designate, is set out in writing and delivered to the Grievor and to OCADFA within 14 calendar days of the meeting.
- 13.4.5 If the university decides to lodge a Grievance, such Grievance must be delivered in writing to the President of OCADFA, or designate, within 21 calendar days of the date of the act or omission giving rise thereto, or of the date on which the university first knew, or ought reasonably to have known, of such act or omission.
- 13.4.6 The President of OCADFA, or designate, holds a Stage Two Grievance meeting with representatives of the university and other individuals directly involved in the Grievance, within 21 calendar days of receipt of the Grievance. If the Grievance is resolved at this meeting, the agreed resolution of the matter is set out in writing by the President of OCADFA, or designate, and delivered to the university within 14 calendar days of the meeting. The university confirms in writing that the resolution is acceptable, and delivers same to the President of OCADFA, or designate, within a further 7 calendar days.
- 13.4.7 If the Grievance is not resolved at the Stage Two Grievance meeting, the decision of the President of OCADFA or designate, is set out in writing and delivered to the university within 14 calendar days of the meeting.

13.5 Stage Three: Grievance Arbitration

- 13.5.1 In the event that a Grievance is not resolved at the Stage Two Grievance meeting, the university or OCADFA delivers written notification to the other Party, within 21 calendar days of receipt of the decision referred to in Articles 13.4.4 or 13.4.7, if it intends to proceed to “Grievance Arbitration”.
- 13.5.2 Within 21 calendar days of notification under Article 13.5.1, the Parties jointly select a “Grievance Arbitrator” from the Panel as listed in **Appendix E**.
- 13.5.3 By mutual agreement, the Parties may decide to appoint a “Grievance Arbitration Board”, comprised of 3 members, 1 appointed by the university, 1 appointed by OCADFA, and a Chair selected from the Panel as listed in **Appendix E**.
- 13.5.4 In the case of a Grievance Arbitration Board, the university and OCADFA each bear the costs of their appointed member, and the costs of the Chair are borne equally by the Parties. The costs of a single Grievance Arbitrator are borne equally by the Parties.
- 13.5.5 The Grievance Arbitration Board or Grievance Arbitrator conducts a hearing into the Grievance, and renders a decision, which decision is final and binding on the Parties, and on any employee(s) affected by the decision (subject to Article 13.5.1).
- 13.5.6 In the case of a Grievance Arbitration Board, the decision of the majority governs, and failing a majority decision, the decision of the Chair shall govern.
- 13.5.7 A Grievance Arbitration Board or Grievance Arbitrator has jurisdiction to determine a Grievance remitted to it which arises under this Agreement, including any question as to whether a matter is arbitrable. A Grievance Arbitration Board or Grievance Arbitrator has all the powers of an arbitrator under the *Arbitration Act* and under the *Labour Relations Act*. A Grievance Arbitration Board or Grievance Arbitrator has the power to determine the remedy it/she/he deems appropriate, except as limited by the terms of this Agreement. A Grievance Arbitration Board or Grievance Arbitrator does not have the power to change this Agreement, or to alter, modify, or amend any of its provisions. A Grievance Arbitration Board or Grievance Arbitrator does not have the power to make any decision inconsistent with the terms of this Agreement.

13.6 Dismissal Arbitration

- 13.6.1 Except in cases of Grievances alleging dismissal without just cause, any settlement reached between the university and OCADFA to resolve any Grievance is binding on the Parties and on any employee(s) affected.
- 13.6.2 In the event of an alleged dismissal without just cause, the dismissed member of faculty or Academic Staff wishing to contest such dismissal notifies the Vice-President, Academic, or designate, in writing within 14 calendar days of the receipt of the notice of dismissal. Within 14 calendar days of such notification, a representative of the university and the dismissed employee, or her/his designate, meet to appoint a “Dismissal Arbitration Board”, comprised of three members not associated with the university, one appointed by the university, one appointed by the dismissed employee, or designate, and a third as Chair, selected by the two appointed members from the Panel as listed in **Appendix E**.
- 13.6.3 By mutual agreement, the university and the dismissed employee may decide to appoint a single “Dismissal Arbitrator”, selected from the Panel as listed in **Appendix E**.
- 13.6.4 In the case of a Dismissal Arbitration Board, the university and the dismissed employee each bear the costs of their appointed member, and the costs of the Chair are borne equally by the university and the dismissed employee. The costs of a single Dismissal Arbitrator are borne equally by the university and the dismissed employee.
- 13.6.5 The Dismissal Arbitration Board or Dismissal Arbitrator conducts a hearing into the dismissal, and renders a decision as promptly and expeditiously as possible, which decision shall be final and binding on the Parties, and on the employee affected by the decision.
- 13.6.6 A Dismissal Arbitration Board or Dismissal Arbitrator has the right to establish its/her/his own procedures, and to require all relevant parties to make full disclosure of material facts and documents which it/she/he deems relevant. In any event, the Dismissal Arbitration Board or Dismissal Arbitrator notifies the Parties and the employee of the time and place of its hearing, and affords the Parties and the employee the right to appear in person, with or without counsel or other advisor(s). A Dismissal Arbitration Board or Dismissal Arbitrator has all the powers of an arbitrator under the *Arbitration Act* and under the *Labour Relations Act*. A Dismissal Arbitration Board or Dismissal Arbitrator has the power

to determine the remedy it/she/he deems appropriate, except as limited by the terms of this Agreement. A Dismissal Arbitration Board or Dismissal Arbitrator does not have the power to change this Agreement, or to alter, modify, or amend any of its provisions. A Dismissal Arbitration Board or Dismissal Arbitrator does not have the power to make any decision inconsistent with the terms of this Agreement.

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

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

13.7 Time Limits

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

ARTICLE 14 EMPLOYEES' RIGHTS TO ACCESS PERSONNEL FILES

14.1 Access to Information

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

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

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

Examine all documents in his/her personnel and academic or employee file with

reasonable advance notice (not to exceed 3 calendar days) provided to the Director, Human Resources, Dean, or Supervisor, and request copies thereof;

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

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

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

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

ISSUES AND DEFINITIONS APPLYING TO FACULTY

ARTICLE 15 SUMMARY OF FACULTY RANKS AND APPOINTMENTS

15.1 Types of Appointments

15.1.1 All faculty shall have one of the following appointments:

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

15.2 Partial-Load and Maximum-Load

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

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

15.2.2 All Continuing faculty shall be Partial-Load.

15.3 Faculty Ranks

15.3.1 All Sessional faculty shall hold the Rank of Instructor.

15.3.2 CLTA, Continuing, Probationary and Tenured faculty shall hold one of the following Ranks:

- 15.3.2.1 Lecturer;
- 15.3.2.2 Assistant Professor;
- 15.3.2.3 Associate Professor; or
- 15.3.2.4 Professor.

ARTICLE 16 DEFINITION OF FACULTY APPOINTMENTS

16.1 Sessional Appointment

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

16.1.2 Sessional faculty:

- 16.1.2.1 must hold the Rank of Instructor;
- 16.1.2.2 have a maximum course assignment of 5 Studio half-credit courses or 3 Liberal Studies half-credit courses per Academic Year, with exceptions requiring the approval of the Dean of Faculty;
- 16.1.2.3 have no job security beyond the current contract;
- 16.1.2.4 are subject to Performance Review prior to any renewal of contract; and
- 16.1.2.5 are normally not renewable beyond 5 years in the Faculty of Art and in the Faculty of Liberal Studies, and fully renewable in the Faculty of Design.

16.1.3 In exceptional circumstances (i.e. when deemed to be of benefit to both the university and the faculty), and by mutual consent of the university and the faculty member, Sessionals hired in the Faculty of Art and in the Faculty of Liberal Studies may be renewed for annual contracts beyond 5 years, subject to approval by OCADFA.

16.1.4 In each Academic Year, a maximum of 30% of the university's credit curriculum, as defined by the total number of courses offered, is normally taught by Sessional faculty, except in 2007/08 when the maximum shall be 40% and 2008/09 when the maximum shall be 35%. The university shall present to the Joint Committee by November 1st of each Academic Year a report on the Sessional maximum. In the event that this ceiling is exceeded, the university shall, by April 1st of that Academic Year, present to the Joint Committee plans to restore the balance the following Academic Year. The sessionals hired as a result of course load reductions in the 2008/09 and 2009/10 academic years are not to be counted towards the hiring cap on sessionals.

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

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

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

16.2 CLTA Appointment

- 16.2.1 “Contractually-Limited Teaching Appointment” or CLTA faculty have neither Probationary nor Tenured status, but are hired on fixed-term contracts to fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.
- 16.2.2 CLTA faculty include but are not limited to the following:
 - 16.2.2.1 replacements for Tenured faculty who are on Sabbatical, Leave of Absence, or appropriate special assignment;
 - 16.2.2.2 faculty hired to respond to specific Teaching & Teaching-Related, Professional Practice/Research, or other needs, which the university for academic and/or budgetary reasons does not wish to result in a Probationary, Tenured or Continuing appointment;
 - 16.2.2.3 faculty on exchange from other institutions;
 - 16.2.2.4 artists-in-residence and designers-in-residence;
 - 16.2.2.5 faculty whose positions are externally-funded; and
 - 16.2.2.6 faculty hired as a result of a failed search.
- 16.2.3 CLTA faculty:
 - 16.2.3.1 normally hold the Rank of Lecturer ;
 - 16.2.3.2 are Partial-Load or Maximum-Load;
 - 16.2.3.3 have no job security beyond the specific contract period of up to 3 years, normally not renewable beyond a total maximum of 6 years; and
 - 16.2.3.4 are subject to Performance Review prior to any renewal of contract.
- 16.2.4 CLTA faculty are intended to augment Tenured faculty and/or to replace Continuing and Tenured faculty who are on leave. CLTA faculty teach the same or similar courses as Continuing and Tenured faculty, with accompanying expectations concerning Teaching & Teaching-Related Duties, but must also meet requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. CLTA faculty receive the same paid vacation and access to benefits and pension as Tenured faculty (all pro-rated for Partial-Load).
- 16.2.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.3 Continuing Appointment

- 16.3.1 “Continuing” faculty have neither Probationary nor Tenured status, but have an ongoing relationship with the university through which they fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.
- 16.3.2 “Continuing faculty” is a category of distinguished art and design practitioners who are able to fulfill the full range of responsibilities for Tenured faculty, but whose professional commitments limit their ability to meet the minimum Workload required of Tenured faculty.
- 16.3.3 In each Academic Year, the university’s total complement of Continuing faculty shall be a maximum of 15 Maximum-Load-Equivalent positions. Should this ceiling be exceeded in any Academic Year, the matter will be referred to the Joint Committee to explore and mutually agree on methods of restoring this balance.
- 16.3.4 Continuing faculty:
 - 16.3.4.1 may hold the Rank of Assistant Professor, Associate Professor or Professor;

- 16.3.4.2 are Partial-Load, with a partial Workload from one course up to and including 50% of Maximum-Load;
 - 16.3.4.3 are hired on contracts of up to 5 years (renewable); and
 - 16.3.4.4 are subject to the same ongoing Performance Reviews as Tenured faculty and, in particular, prior to any renewal of contract
- 16.3.5 Continuing faculty are intended to augment, rather than replace Tenured faculty. Continuing faculty teach the same or similar courses as Tenured faculty, with accompanying expectations concerning Teaching and Teaching-Related Duties, but must also meet specific requirements regarding Professional Practice/Research and Service. This full range of responsibilities is reflected in the same salary levels as Tenured faculty. While not Tenured employees, Continuing faculty do have a long-term employee/employer relationship with the university and therefore receive the same paid vacation and access to benefits, pension, and Professional Development as Tenured faculty (all pro-rated for Partial-Load). The 15 Maximum-Load-Equivalent ceiling on Continuing faculty is intended to ensure that the bulk of the university's curriculum is delivered by a core of Tenured faculty, who have made a strong professional commitment to the university as reflected in a Workload of 50% or more.
- 16.3.6 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.4 Probationary Appointment

- 16.4.1 "Probationary" faculty are working towards Tenured status, and fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.
- 16.4.2 Probationary faculty:
- 16.4.2.1 may be Maximum-Load or Partial-Load;
 - 16.4.2.2 may hold the Rank of Assistant Professor, Associate Professor or Professor;
 - 16.4.2.3 appointments shall normally be 5 years, and may be waived or reduced if warranted by the candidate's rank and experience; and
 - 16.4.2.4 are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.
- 16.4.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

16.5 Tenured Appointment

- 16.5.1 Tenure signifies the right of a faculty member to permanency of appointment which may be terminated only through:
- i) resignation
 - ii) retirement
 - iii) reasons of financial exigency or curricular necessity as provided for under Article 16.5.4
 - iv) dismissal for just cause as provided under Article 7.1.2
- 16.5.2 "Tenured" faculty have successfully completed a Probationary period and, through a Peer Review process, been awarded Tenured status. Tenured faculty fulfill Teaching & Teaching-Related Duties, Professional Practice/Research and Service.
- 16.5.3 Tenured faculty:
- 16.5.3.1 may be Maximum-Load or Partial-Load;
 - 16.5.3.2 may hold the Rank of Assistant Professor, Associate Professor or Professor; and
 - 16.5.3.3 are subject to triennial Performance Reviews, with a comprehensive Peer Review every 5 years, unless extended by approved Leaves.
- 16.5.4 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

ARTICLE 17 DEFINITION OF FACULTY RANKS

17.1 Sessional Instructor

- 17.1.1 Sessional “Instructors” have the following qualifications:
 - 17.1.1.1 advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee; and
 - 17.1.1.2 relevant professional practice/experience.

17.2 Lecturer

- 17.2.1 “Lecturers” may be:
 - 17.2.1.1 advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
 - 17.2.1.2 increasing their teaching experience at a post-secondary level; or
 - 17.2.1.3 focusing on teaching rather than professional practice/research.
- 17.2.2 Lecturers may apply for the Rank of Assistant Professor after a minimum of 3 years as a Lecturer or at such time as they have completed their terminal degree (or equivalent), with the decision made via Peer Review (subject to Appeal).

17.3 Assistant Professor

- 17.3.1 “Assistant Professors” have the following qualifications:
 - 17.3.1.1 advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
 - 17.3.1.2 minimum of 2 years relevant teaching experience at the post-secondary level (or equivalent); and
 - 17.3.1.3 relevant professional practice/experience.
- 17.3.2 Assistant Professors may apply for the Rank of Associate Professor after a minimum of 3 years as an Assistant Professor, with the decision made via Peer Review (subject to Appeal).

17.4 Associate Professor

- 17.4.1 “Associate Professors” have the following qualifications:
 - 17.4.1.1 Advanced degree in the relevant discipline. Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;
 - 17.4.1.2 minimum of 5 years relevant teaching experience, at the post-secondary level, as an Assistant Professor (or equivalent);
 - 17.4.1.3 record of high quality professional practice/scholarly activity; and
 - 17.4.1.4 record of committed Service in a post-secondary institution.
- 17.4.2 Associate Professors may apply for the Rank of Professor after a minimum of 3 years as an Associate Professor, with the decision made via Peer Review (subject to Appeal).
- 17.4.3 Length of service neither automatically entitles a faculty member to, nor excludes a faculty member from, the Rank of Associate Professor.

17.5 Professor

- 17.5.1 In addition to Associate Professor qualifications, “Professors” must have the following:
 - 17.5.1.1 exceptional and sustained background in teaching and professional practice/scholarly activity; and
 - 17.5.1.2 major regional, national and/or international recognition.
- 17.5.2 Length of service neither automatically entitles a faculty member to, nor excludes a faculty member from, the Rank of Professor.

ARTICLE 18 DEFINITION OF PARTIAL-LOAD AND MAXIMUM-LOAD FOR FACULTY

(EXCLUDING SESSIONAL FACULTY)

18.1 Partial-Load Continuing Faculty

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

18.2 Partial-Load CLTA, Probationary and Tenured Faculty

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

18.3 Maximum-Load CLTA, Probationary and Tenured Faculty

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

ARTICLE 19 FACULTY COMPENSATION

19.1 Sessional Instructor

19.1.1 Sessional Instructor compensation includes:

- 19.1.1.1 A per-course Pay Scale with 3 distinct steps (see **Appendix C**), placement on which reflects experience and career achievement;
- 19.1.1.2 4% pay in lieu of vacation;
- 19.1.1.3 6% pay in lieu of benefits; and
- 19.1.1.4 no access to pension, Professional Development or Sabbaticals.

19.2 Differentiation of Professorial Pay Scales

- 19.2.1 The Assistant Professor Pay Scale is lower than, but overlaps with, the Associate Professor Pay Scale.
- 19.2.2 The Associate Professor Pay Scale is lower than, but overlaps with, the Professor Pay Scale.
- 19.2.3 The Professor Pay Scale reflects the highest salary levels for OCAD Tenured faculty.

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 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:
 - 19.5.1.2 salary on the Assistant Professor, Associate Professor or Professor Pay Scale (see **Appendix C**);
 - 19.5.1.3 initial placement on the relevant Pay Scale reflects experience and career achievement, subject to a maximum starting level;
 - 19.5.1.4 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;
 - 19.5.1.5 4-6 weeks per year paid vacation, based on years of service;
 - 19.5.1.6 access to full benefits;
 - 19.5.1.7 access to full pension contributions after one (1) year; and
 - 19.5.1.8 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 the mid Pay Rate for Sessional faculty.

19.7 Benefits and Pension Plans

- 19.7.1 CLTA, Continuing, Probationary and Tenured faculty shall be provided with benefits coverage, including medical, dental, life, accidental death and dismemberment and long-term disability insurance, as well as the opportunity to participate in the university's pension plan, as outlined in **Appendix C**. The university will endeavour to provide current information regarding details of benefits and pension plans to faculty in a timely manner.
- 19.7.2 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, which prevents the faculty member from performing his/her duties.
- 19.8.1.2 A faculty member shall inform his/her Assistant Dean or designate of sick leave promptly, and shall provide an estimate of its duration. The faculty member will be required by the Assistant Dean or designate to provide

satisfactory proof of illness or disability for any absence of more than seven (7) calendar days. This requirement may be waived at the discretion of the university. Such proof shall be in the form of a medical certificate from a duly qualified medical practitioner. Notwithstanding this provision, the Assistant Dean or designate may, at his/her discretion, require the faculty member to provide a medical certificate for a period of absence of seven (7) calendar days or less.

19.8.2 Short-term Disability

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

19.9 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 Assistant Dean or designate and Human Resources with reasonable notice to enable the university to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the university at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 19.9.1.3 CLTA, Continuing, Probationary and Tenured faculty on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 80% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top-up is permitted under the applicable Employment Insurance rules. For CLTA, Continuing, Probationary and Tenured faculty taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave and Sabbatical eligibility is not affected.

19.9.2 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 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 Assistant 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 Assistant 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 Assistant 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 Assistant 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 dependant on the employee for care and assistance. In the event a faculty member takes any part of a day as personal emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (medical or otherwise) may be required to substantiate such leave. Faculty members should provide their Assistant Dean or designate with as much advance notice as is practicable regarding a request for personal emergency leave.

19.12 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 Teaching & Teaching-Related Responsibilities

20.1.1 A faculty member's "Teaching & Teaching-Related Responsibilities" normally constitute 44% of her/his annual Workload (see Article 27.4) and may include but are not limited to the following:

- 20.1.1.1 course development, including research of current subject matter and literature, and consideration of appropriate teaching and learning methodologies;
- 20.1.1.2 course preparation, including organization of teaching and learning materials, other resources, visiting lecturers, etc.;
- 20.1.1.3 course delivery, including distribution of course outline, classroom/studio contact hours, course-related student advising, and grading/evaluation;
- 20.1.1.4 student advising re thesis courses, field study and self-directed study;
- 20.1.1.5 participation in Home Faculty (see definition, Article 23.12) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students;
- 20.1.1.6 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;
- 20.1.1.7 mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety;
- 20.1.1.8 participation in the provision of a safe and secure environment for all members of the university community and its facilities;
- 20.1.1.9 supervision, where relevant, of Teaching Assistants;
- 20.1.1.10 upgrading of teaching skills and appropriate use of learning technologies;
- 20.1.1.11 meeting academic and curricular requirements and deadlines; and
- 20.1.1.12 preparing and submitting Annual Reports (except in the case of Sessional faculty).

20.2 Professional Practice/Research

20.2.1 A faculty member's "Professional Practice/Research" normally constitutes 37% of her/his annual Workload (see Article 27.4) and may include but are not limited to the following:

- 20.2.1.1 art and/or design practice;
- 20.2.1.2 original research, writing, publication and scholarship;
- 20.2.1.3 public and commercial exhibition/presentation/performance/media activity and other forms of dissemination;
- 20.2.1.4 curating and criticism;
- 20.2.1.5 delivering guest/special lectures, participating in conferences, etc.;

- 20.2.1.6 teaching at other institutions;
- 20.2.1.7 active participation with professional bodies and other relevant organizations;
- 20.2.1.8 serving on external boards, juries, committees, or as a thesis or program adviser;
- 20.2.1.9 consulting work relating to the art, design, education, private, corporate or government sectors; and
- 20.2.1.10 maintaining currency as a professional art/design practitioner and/or academic researcher.

20.3 Service

- 20.3.1 A faculty member's "Service" normally constitutes 19% of her/his annual Workload (see Article 27.4) and may include but are not limited to the following:
 - 20.3.1.1 committee work, including curriculum and new course development, the Board of Governors, Academic Council and related committees, and other standing and ad hoc committees;
 - 20.3.1.2 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;
 - 20.3.1.3 admission interviews and portfolio review;
 - 20.3.1.4 participation in university projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events;
 - 20.3.1.5 general student advising, advising student groups, and advising students re special projects;
 - 20.3.1.6 mentoring of junior and/or Sessional faculty;
 - 20.3.1.7 serving on Committees with Faculty Representation;
 - 20.3.1.8 writing letters of reference;
 - 20.3.1.9 assisting with university fundraising, sponsorships, marketing and public relations, including acting as a university spokesperson/ambassador;
 - 20.3.1.10 OCADFA service;
 - 20.3.1.11 special assignments and administrative responsibilities;
 - 20.3.1.12 assisting with resource and facility development, including Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD Gallery, etc.;
 - 20.3.1.13 representing OCAD on external boards, juries, committees, or as a thesis or program adviser; and
 - 20.3.1.14 researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.

20.4 Conflict of Commitment

- 20.4.1 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.
- 20.4.2 It is the responsibility of faculty to be alert to the possible effects of their external activities on their obligations to the university. In the event that participation in such external activities conflicts with their obligations to the university, the faculty member must discuss the matter with their Assistant Dean. A written summary of the discussion, and the agreement reached to by both parties, shall be kept on file.

ARTICLE 21 FACULTY PROFESSIONAL DEVELOPMENT

21.1 Definition

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

21.2 Purpose

- 21.2.1 The purpose of Professional Development is:
 - 21.2.1.1 to support faculty in their pursuit of new professional skills within their specific

- art and/or design discipline;
- 21.2.1.2 to enhance their expertise and effectiveness as educators;
- 21.2.1.3 to support and encourage their research and professional practice as scholars and/or art or design practitioners, in relation to their responsibilities at the university; and/or
- 21.2.1.4 to assist the university in meeting its educational and institutional mandate.
- 21.2.2 In addition, the specific purpose of Sabbaticals is:
 - 21.2.2.1 to enable faculty to devote an extended period of time to cultural production, research work or similar endeavours; and/or
 - 21.2.2.2 to acquire relevant experience in areas related to their specialization, with the objective of enabling faculty members to make their Teaching activities more complete and/or more appropriate to the curricular needs of the university; however, except by mutual consent of the university and the faculty member, there shall be no expectation of the faculty member on sabbatical to develop new courses.

21.3 Professional Development Proposals

- 21.3.1 Written proposals for Professional Development, including Sabbaticals, shall include the following:
 - 21.3.1.1 a statement regarding years of service and a summary of the faculty member's professional activities and dates of prior Professional Development activities, including Sabbaticals, if any;
 - 21.3.1.2 a proposal that identifies the creative or scholarly purposes and activities of the proposed Professional Development, including Sabbaticals, its potential benefit to the faculty member and to OCAD, 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 Funding available for faculty Professional Development is determined by the university on an annual basis, acknowledging that Professional Development of faculty 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.

21.5 Professional Development Eligibility, excluding Sabbaticals

- 21.5.1 All Continuing, Probationary and Tenured faculty are eligible to apply for Professional Development Funding.
- 21.5.2 Sessional and CLTA faculty are not eligible to apply for Professional Development Funding.

21.6 Sabbatical Funding

- 21.6.1 Sabbatical salaries consist of 80 percent of the faculty's average salary over the Sabbatical qualifying period as outlined in Article 21.7. 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 6 Maximum-Load faculty (or the equivalent number of Partial-Load). Unused Sabbatical funds, if any, **shall** be carried forward to the following Academic Year, to a maximum of \$50,000.
- 21.6.2 In the event that a Sabbatical Appeal as outlined in Article 21.10 is successful and the associated costs exceed the remaining Sabbatical Funds for that Academic Year, such costs may be charged against the Sabbatical Funds for the following Academic Year.
- 21.6.3 Once approval is granted for a half-year or full-year Sabbatical, its scheduling is determined by mutual agreement of the faculty member and the Dean of Faculty. In the event a sabbatical application is found to be meritorious but is not approved due to insufficient funds, such application may be resubmitted the following year, and will be given priority consideration.

21.7 Sabbatical Eligibility

- 21.7.1 Tenured faculty are eligible to apply for Sabbaticals if they have:
 - 21.7.1.1 served as Probationary or Tenured faculty for a minimum of 6 years since joining the university
 - 21.7.1.2 served as Tenured faculty for a minimum of 6 years since their last full-year Sabbatical, or
 - 21.7.1.3 served as Tenured faculty for a minimum of 3 years since their last half-year Sabbatical.
- 21.7.2 Sessional, CLTA, Continuing and Probationary faculty are not eligible for Sabbaticals. However, years served as Probationary faculty and/or years credited towards Sabbatical at the point of hire are included as part of the Sabbatical qualifying period for Tenured faculty.
- 21.7.3 Leaves are not included as part of the Sabbatical qualifying period.

21.8 Professional Development Decisions

- 21.8.1 Applications for Professional Development, including Sabbaticals, are reviewed by a "Professional Development Committee", consisting of the following:
 - 21.8.1.1 Vice-President, Academic, or designate (Chair, non-voting);
 - 21.8.1.2 All Deans of Faculty; and
 - 21.8.1.3 2 faculty selected by the Chair from each Faculty's Faculty Representatives (for a total of 6), who are not under consideration that year for Professional Development including Sabbaticals;
- 21.8.2 In making decisions to grant, defer, or deny Professional Development, including Sabbaticals, the Professional Development Committee bases its decisions on:
 - 21.8.2.1 the content and quality of each proposal;
 - 21.8.2.2 the merits of each proposal and its relevance to the faculty member's Teaching duties and Professional Practice/Research;
 - 21.8.2.3 the relevance of each proposal to the university's educational objectives
 - 21.8.2.4 recommendations regarding Professional Development arising from faculty's Performance Reviews;
 - 21.8.2.5 faculty members' previous Professional Development; opportunities, including prior Sabbaticals (if any), which may include reports on accomplishments during such prior Professional Development;
 - 21.8.2.6 faculty members' years of service ;
 - 21.8.2.7 faculty members' record of Service; and
 - 21.8.2.8 the cost of the proposal within the context of available funds, except in the case of Sabbaticals.
- 21.8.3 The Chair of the Professional Development Committee will notify the faculty member of the Committee's decision, in writing, and will make every effort to do so within 14 calendar days following the relevant Committee meeting.
- 21.8.4 For Sabbatical proposals, the Chair's letter will include, in addition to the Committee's decision, an assessment from the Committee of the proposal and/or recommendations for applying in a subsequent year.

21.9 Appeal of Professional Development Decisions, Excluding Sabbaticals

- 21.9.1 Faculty whose requests for Professional Development, excluding Sabbaticals, are unsuccessful may submit a "Request for Professional Development Appeal" to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the faculty member wishes to appeal.
- 21.9.2 The Professional Development Committee will reconsider its decision, and provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

21.10 Appeal of Sabbatical Decisions

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

- 21.10.2 The Vice-President, Academic (or designate) will investigate the Professional Development Committee's decision-making process and, within 10 business days of receipt of the Request for Sabbatical Appeal, make a determination to:
 - 21.10.2.1 reject the Appeal in writing; or
 - 21.10.2.2 instruct the Committee to reconsider its decision.
- 21.10.3 If the Vice-President, Academic (or designate) instructs the Committee to reconsider its decision, the Committee must do so within 21 calendar days, and report back to the President (or designate).
- 21.10.4 Within 14 calendar days of the reconsidered Committee decision, the Vice-President Academic (or designate) renders a Final Decision.

ARTICLE 22 FACULTY REPRESENTATIVES

22.1 Selection of Faculty Representatives

- 22.1.1 Probationary, Tenured, Continuing and CLTA faculty are eligible to serve on Committees with Faculty Representation (except where specifically prohibited under this Agreement) including but not limited to the following:
 - 22.1.1.1 Search;
 - 22.1.1.2 Appointment;
 - 22.1.1.3 Peer Review;
 - 22.1.1.4 Peer Review Appeal;
 - 22.1.1.5 Performance Review; and
 - 22.1.1.6 Professional Development.
- 22.1.2 Each Dean oversees an election process at the commencement of each Academic Year and/or as required in order to select faculty to serve on Committees with Faculty Representation. Such faculty shall be elected from among Probationary, Tenured and Continuing and CLTA faculty members by a majority of votes of Probationary, Tenured, Continuing and CLTA faculty in the relevant Faculty.
- 22.1.3 Faculty may serve on Committees with Faculty Representation for terms of up to three consecutive years, with positions staggered to ensure continuity.
- 22.1.4 All faculty serving on Committees with Faculty Representation shall at the commencement of such Committee service receive training and guidance on best practices, university policy, and labour law regarding recruitment, selection and employment equity, as required and in consultation with OCADFA.

22.2 Operation of Committees with Faculty Representation

- 22.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate representation and expertise from the relevant discipline(s).
- 22.2.2 Given the important role of Committees with Faculty Representation, members are expected to make every effort to attend all meetings. A meeting shall not proceed without Quorum.
- 22.2.3 Whenever possible, Committee with Faculty Representation decisions are achieved by consensus. However, in the event that a vote is required, the Chair shall vote only in order to break a tie.

22.3 Confidentiality

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

ARTICLE 23 FACULTY APPOINTMENT AND ASSIGNMENT PROCESS

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

- 23.1.1 Each Dean of Faculty recommends to the Vice-President, Academic the "Faculty Complement" for the following Academic Year, including new faculty positions required within her/his Faculty (Sessional, CLTA, Continuing and Tenured) as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load. This normally takes place on or before November 1 of each year.
- 23.1.2 In developing these recommendations, the Dean of Faculty shall consult with other Deans of Faculty and with her/his Faculty's Assistant Deans and faculty and forward recommendations to the Academic Council, taking into account the following factors:
 - 23.1.2.1 current and desired balances with respect to Tenured and Continuing vs. Sessional, and Maximum-Load vs. Partial-Load faculty;
 - 23.1.2.2 expertise required;
 - 23.1.2.3 short-term and long-term curricular objectives;
 - 23.1.2.4 amount of new curriculum development required;
 - 23.1.2.5 anticipated changes to the current Faculty Complement, including Leaves of Absence, Sabbaticals and retirements; and
 - 23.1.2.6 anticipated availability of financial resources.
- 23.1.3 The Vice-President, Academic reviews the Deans of Faculty's recommendations in light of the university's educational goals, and consults with the Vice-President, Administration with respect to financial and labour implications. Once approval from the Vice-President, Academic is obtained, the Dean of Faculty proceeds with the necessary searches and appointments, in consultation with Human Resources.

23.2 Assignment Process for Current Continuing, Probationary and Tenured Faculty

- 23.2.1 In order for the Deans of Faculty to plan Course Load and Workload Assignments for the following Academic Year, faculty who wish to request Sabbaticals, Leaves of Absence, or changes in Partial-Load/Maximum-Load status, must provide timely notice as follows:
 - 23.2.1.1 **Sabbaticals:** The Office of the Vice-President, Academic will notify faculty in writing of their eligibility to apply for a Sabbatical, and will make every effort to do so by August 1 (i.e. 11 months in advance of the commencement of the sabbatical). Tenured faculty who wish to apply for a full or partial Sabbatical must submit a completed Application for Sabbatical form to the Dean of Faculty, with a copy to the Vice-President, Academic by no later than September 1 (10 months in advance of the commencement of the sabbatical).
 - 23.2.1.2 **Leaves of Absence:** Faculty who wish to apply for a full or partial Leave of Absence for the following Academic Year must notify the Dean of Faculty in writing no later than October 15. Approval of Leave of Absence requests shall not be unreasonably withheld. Requests received after October 15 are considered only under exceptional circumstances, and are accommodated only if practicable. A Leave of Absence is normally granted for a maximum of 1 Academic Year. Faculty whose requests for Leaves of Absence are unsuccessful may discuss their concerns with the Dean of Faculty. In the event a satisfactory resolution is not found at that stage, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination. Wherever applicable, a Leave of Absence shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act (i.e. Personal Emergency Leave).
 - 23.2.1.3 **Change of Workload:** Partial-Load faculty who seek to permanently or temporarily increase their Workload for the following year, and Maximum-Load faculty who seek to permanently or temporarily decrease their Workload for the following year, must notify the Dean of Faculty in writing no later than October 15. Temporary Workload increases shall be paid the overload rate in accordance with Article 19.6. In making a determination regarding faculty requests for Change of Workload, the Dean of Faculty considers the following: the existing Faculty Complement; and the faculty member's expertise and qualifications within the context of current and/or future curricular needs.
 - 23.2.1.4 **Retirement:** Faculty who plan to retire from the university the following Academic Year must notify the Dean of Faculty in writing no later than October 15, unless otherwise agreed by the Employer.
- 23.2.2 In consultation with other Deans of Faculty and, where relevant, Assistant Dean(s), each

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

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

23.3 Hiring of Sessional Faculty

- 23.3.1 Current Sessional faculty who seek a teaching assignment for the following Academic Year must indicate their interest in writing to the relevant Assistant Dean of Faculty no later than February 1. The Assistant Dean of Faculty, in consultation with the Program Chair or designate, shall review such current Sessional faculty for reappointment and shall forward such recommendations to the Dean of Faculty for approval.
- 23.3.2 The appointment process for new Sessional faculty is conducted by the Assistant Dean of Faculty, or designate. A list of Sessional vacancies is posted on the university's website, with further external advertising conducted as appropriate.
- 23.3.3 Sessional appointments are determined by a "Sessional Faculty Appointments Committee", consisting of the following:
- 23.3.3.1 Assistant Dean of Faculty, or designate (Chair, non-voting);
 - 23.3.3.2 2 Tenured faculty selected in accordance with Article 22.1; and
 - 23.3.3.3 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.
- 23.3.4 All applications received for Sessional faculty positions must be reviewed by the Sessional Faculty Appointment Committee. The Committee determines which applicants require interviews and the nature of such interviews.
- 23.3.5 The Chair checks professional references for new Sessional faculty appointments prior to hiring, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.
- 23.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.3.7 The Committee's recommendation, is forwarded by the Chair to the Dean of Faculty for approval.
- 23.3.8 Offers of employment to new Sessional faculty include the following information:
- 23.3.8.1 Home Faculty;
 - 23.3.8.2 courses to be taught; and
 - 23.3.8.3 salary.
- 23.3.9 Sessional appointments are subject to cancellation due to enrolment and other operational reasons. In the event that a sessional appointment is cancelled less than one week prior to the scheduled first day of class, the instructor will receive a payment of one week's salary for fall/winter courses (prorated accordingly for summer) in order to compensate for preparation time.
- 23.3.10 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Assistant Dean or designate may appoint a Sessional replacement for up to one academic year only.

23.4 Internal Applicants for Sessional Faculty Positions

- 23.4.1 Academic staff may apply for Sessional faculty positions when they become available provided that the new appointment does not conflict with their current work schedule, and shall be considered along with all other applicants.
- 23.4.2 CLTA, Continuing, Probationary and Tenured faculty may apply for Sessional positions when they become available, and shall be considered along with all other applicants. CLTA faculty, if successful, shall be obliged to relinquish their current positions. Continuing, Probationary and Tenured faculty, if successful, shall be paid the overload rate in accordance with Article 19.6.

23.5 Hiring of CLTA Faculty

- 23.5.1 Current CLTA faculty who seek to be re-appointed for the following Academic Year, must indicate their interest in writing to the Dean of Faculty no later than October 15.
- 23.5.2 The appointment process for CLTA faculty is conducted by the Dean of Faculty, or designate. Advertising may be conducted at her/his discretion.
- 23.5.3 CLTA faculty appointments are determined by a "CLTA Faculty Appointment Committee", consisting of the following:
 - 23.5.3.1 Assistant Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
 - 23.5.3.2 2 Tenured faculty selected in accordance with Article 22.1; and
 - 23.5.3.3 1 additional OCAD faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).
- 23.5.4 All applications received for CLTA faculty positions must be reviewed by the Committee. Normally the Committee interviews all short-listed candidates; however, the Committee may decide to waive the interview requirement.
- 23.5.5 The Chair checks professional references for all new CLTA Professor appointments, and conveys the results to the Committee. Where relevant, the Committee reviews the applicants' previous Annual Reports and/or Performance Reviews.
- 23.5.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.5.7 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.5.8 Offers of employment to new CLTA faculty include the following information:
 - 23.5.8.1 Home Faculty;
 - 23.5.8.2 Rank;
 - 23.5.8.3 percentage of Maximum-Load; and
 - 23.5.8.4 salary.
- 23.5.9 CLTA appointments are subject to reduction or cancellation due to enrolment. In the event that a CLTA appointment is reduced or cancelled, the instructor will receive a payment of six week's salary per course reduced. Efforts will be made to maintain CLTA contracts as offered.
- 23.5.10 In the event of a resignation, termination or approved leave less than three months prior to the scheduled start of class, the Dean or designate may appoint a CLTA replacement for up to one academic year only.

23.6 Internal Applicants for CLTA Faculty Positions

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

23.7 Hiring of New Continuing Faculty

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

- 23.7.3 A "Continuing Faculty Search Committee" consists of the following:
 - 23.7.3.1 Dean of Faculty, or designate (Chair, non-voting);
 - 23.7.3.2 Assistant Dean (or designate);
 - 23.7.3.3 2 Tenured faculty selected in accordance with Article 22.1;
 - 23.7.3.4 1 additional internal or external faculty member may be added at the discretion of the Committee for diversity and/or specific expertise.
- 23.7.4 All Continuing faculty positions must be posted internally, as well as advertised locally at a minimum. All applicants are considered under the same criteria and procedure.
- 23.7.5 The Committee shortlists applicants, conducts interviews, ranks candidates, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position description. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.
- 23.7.6 The Chair (or designate) shall check professional references for the final candidate(s), and convey the results to the Committee. For Continuing faculty seeking re-appointment, the Committee reviews the applicant's previous Performance Reviews.
- 23.7.7 Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.7.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.7.9 Offers of employment to new Continuing faculty include the following information:
 - 23.7.9.1 Home Faculty;
 - 23.7.9.2 Rank;
 - 23.7.9.3 percentage of Maximum-Load; and
 - 23.7.9.4 starting salary.

23.8 Internal Applicants for Continuing Faculty Positions

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

23.9 Hiring of New Tenured Faculty

- 23.9.1 The hiring process for new Tenured faculty is conducted by the Dean of Faculty (or designate). In conjunction with Human Resources, the Dean of Faculty prepares a search plan for each Tenured faculty position approved, including a position description and membership of the Search Committee. The Dean of Faculty then convenes a meeting of the Search Committee to determine appropriate advertising venues and search procedure to be followed, and incorporates these items into the search plan.
- 23.9.2 OCADFA is notified of all Tenured faculty vacancies, and is provided with a copy of relevant position descriptions.
- 23.9.3 A "Tenured Faculty Search Committee" consists of the following:
 - 23.9.3.1 Dean of Faculty, or designate (Chair, non-voting, except in the case of a tie);
 - 23.9.3.2 Assistant Dean, or designate (voting);
 - 23.9.3.3 2 Tenured faculty selected in accordance with Article 22.1;
 - 23.9.3.4 1 student representative from the Home Faculty selected by the Chair (voting); and
 - 23.9.3.5 1 additional OCAD faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).
- 23.9.4 All Tenured faculty positions must be posted internally, as well as advertised nationally at a minimum. All applicants are considered under the same criteria and procedure.
- 23.9.5 The Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified candidate(s), in accordance with criteria contained in the position

description. In addition to interviews, the selection process may include meetings with faculty and students, public lectures and guest critiques.

- 23.9.6 The Chair (or designate) shall check a minimum of 3 professional references for the final candidate(s), and convey the results to the Committee.
- 23.9.7 Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 23.9.8 The Committee's recommendation, accompanied by a report on the selection process, is forwarded by the Chair to the Vice-President, Academic for approval.
- 23.9.9 Offers of employment to new Tenured faculty include the following information:
 - 23.9.10 Home Faculty;
 - 23.9.11 Rank;
 - 23.9.12 percentage of Maximum-Load;
 - 23.9.13 starting salary; and
 - 23.9.14 Probationary term as outlined in Article 16.4.

23.10 Internal Applicants for Tenured Faculty Positions

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

23.11 Training of New Faculty

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

23.12 Home Faculty and Cross-Appointments

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

will make a determination.

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

23.13 Years of Service

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

ARTICLE 24 FACULTY REVIEW AND PROMOTION

24.1 Procedure for Promotion of Rank

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

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 20.1). 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 20.2 and 20.3). Receipt of such reports will be confirmed by the appropriate Home Faculty office.

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

24.3 Performance Reviews

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

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

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

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

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

24.3.5.1 the appropriate Assistant Dean of Faculty (or designate); and

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

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

three academic years following the review:

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

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

Example: A faculty member is assessed as follows:

Teaching	$1.0 \times 44\% = 0.44$
Practice/Research	$0.5 \times 37\% = 0.185$
Service	$2.0 \times 19\% = \underline{0.38}$
	1.005

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

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

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

24.3.7.1 "Basic Expectations" shall include the following:

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

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

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

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

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

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

24.3.12 The results of the Performance Review shall normally be communicated to the faculty

member in writing no later than May 1st of the review year and shall include an overall assessment of his/her strengths and/or recommendations for improvement.

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

24.4 Peer Review

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

24.4.1.1 **Probationary faculty:** For Probationary faculty, a Peer Review is conducted to recommend conferral of Tenure status, and promotion of Rank if warranted.

If a Probationary faculty member fails to achieve Tenure as a result of Peer Review, his/her employment will continue only to the end of the following academic year at his/her current salary rate;

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

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

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

24.4.2.2 Assistant Dean of Faculty, or designate (voting);

24.4.2.3 2 faculty members selected by the Chair from the Home Faculty's Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate (voting); and

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

24.4.3 In cases of Tenure and of Promotion of Rank to Full Professor, the chair of the Faculty Peer Review Committee shall, in consultation with the candidate, determine the names of five mutually-agree 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 their application at this stage.

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

24.4.6 A faculty member who disagrees with a Peer Review decision has recourse to the Peer Review Appeal process (as outlined in Article 24.5).

24.5 Peer Review Appeal

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

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

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

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

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a "Request for Peer

- Review Appeal” to Human Resources within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.
- 24.5.3 A “Peer Review Appeal Committee” consists of the following:
- 24.5.3.1 Vice-President, Academic, or designate with approval of the President (Chair, non-voting);
 - 24.5.3.2 Dean (or designate) from another Faculty with approval of the Vice-President, Academic;
 - 24.5.3.3 2 faculty selected by the Chair from the Home Faculty’s Tenured faculty, both of whom must be of equal or, where possible, higher Rank than the candidate; and
 - 24.5.3.4 1 Tenured faculty member selected by the candidate.
- 24.5.4 The Chair will make every effort to convene a meeting of the Peer Review Appeal Committee within 30 calendar days of a receipt of a “Request for Peer Review Appeal” by Human Resources, and to communicate the Committee’s decision in writing to the faculty member in a timely manner.
- 24.5.5 A grievance challenging the decision of the Peer Review Appeal Committee gives rise to a difference between the Parties arising from the interpretation, application, administration, or alleged violation of this Agreement, only to the extent that:
- 24.5.5.1 a significant irregularity or unfairness has occurred in the procedure, or in the selection of committee members;
 - 24.5.5.2 there has been Bias or motive on the part of a committee member;
 - 24.5.5.3 there has been Bias or motive on the part of any person whose opinion may 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 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, subject to approval by OCADFA.

25.2 Maximum-Load CLTA, Continuing, Probationary and Tenured Faculty

- 25.2.1 Maximum-Load CLTA, Continuing, 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, subject to approval by OCADFA.

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

26.1 Definition of Course Load

- 26.1.1 The "Course Load" required of Maximum-Load faculty per Term is normally 15 student contact hours per week for Studio courses, and 9 student contact hours per week for Liberal Studies courses.
 - 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 Studies 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 Studies courses. It is understood that sessional appointments arising from the implementation of this article shall not be considered in a calculation made under article 16.1.4 (sessional maximum).
- 26.1.2 Course Load may include course-release time for special projects or assignments.

26.2 Distribution of Course Load

- 26.2.1 Determination of specific Course Load in any Term will be based on a fair and equitable distribution of Course Load, taking into consideration the following factors:
 - 26.2.1.1 class size and total student load;
 - 26.2.1.2 course levels;
 - 26.2.1.3 nature of the course (including method of measuring learning outcomes);
 - 26.2.1.4 mode of delivery;
 - 26.2.1.5 course-related responsibilities (e.g. tutorial direction, thesis supervision, supervision of Teaching Assistants, grading responsibilities, course preparation);
 - 26.2.1.6 whether or not courses are new;
 - 26.2.1.7 number of different courses per Term (vs. multiple sections of the same course);
 - 26.2.1.8 other unusual expectations re Service (e.g. special projects or assignments); and
 - 26.2.1.9 cross-appointments with other Faculties.
- 26.2.2 Faculty normally teach a maximum of 2 classes per day, scheduled with a minimum of 12 hours between classes on consecutive days.
- 26.2.3 While the necessity to provide suitable scheduling and breadth of academic offerings may require year to year course changes, the Deans of Faculty shall make every effort to ensure that these changes are reasonable, and to distribute them equitably.

26.3 Disagreement with Course Load

- 26.3.1 Faculty who disagree with their Course Load assignments for the following year may discuss their concerns with the Dean of Faculty (or designate). In the event that the matter has been discussed with the Dean of Faculty (or designate) and a satisfactory resolution has not been found, faculty may appeal the matter in writing to the Vice-President, Academic, who will make a determination.
- 26.3.2 There shall be no expectation of faculty to use Sabbaticals for purposes of developing new courses, and new courses will not normally be assigned for the first term following a sabbaticant's return.

[Transition Note: Class size is determined in each Faculty based on such factors as: pedagogical/curricular concerns; student enrolment and course registrations; course level; limitations of physical space and equipment; and financial considerations. For the 2004/05 academic year, this has resulted in the following average maximums which are used as guidelines only:

1st Year Studio	28 students/class
2nd Year Studio	25 students/class
3rd Year Studio	20 students/class
4th Year Studio	20 students/class
1st Year Liberal Studies	150 students/lecture, 30 students/tutorial
2nd Year Liberal Studies	150, 90, 60 students/lecture, 30/tutorial, Teaching Assistant and/or Marker support allocated according to class size
3rd Year Liberal Studies	35 students/class
4th Year Liberal Studies	30 students/class]

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

27.1 Definition of Workload

27.1.1 "Workload" includes a combination of Teaching & Teaching-Related Duties, Professional Practice/Research and Service.

27.2 Teaching Term Workload

27.2.1 A "Teaching Term" normally consists of:

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

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

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

27.2.3 While acknowledging the difficulty of scheduling meetings and other Service-related activities at times mutually agreeable to all participants, every effort is made to ensure that Teaching & Teaching-Related Duties and Service are confined to 4 days per week, normally Monday to Friday, allowing faculty 1 full day per week to pursue their Practice/Research.

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

27.3 Practice/Research Term Workload

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

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

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

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

27.4 Academic Year Workload

27.4.1 In addition to 4-6 weeks paid vacation, a full Academic Year normally consists of:

27.4.1.1	Teaching & Teaching-Related Duties	44%
27.4.1.2	Practice/Research	37%
27.4.1.3	Service	<u>19%</u>
27.4.1.4	Total	100%

27.5 Disagreement with Workload

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

ISSUES AND DEFINITIONS APPLYING TO ACADEMIC STAFF

ARTICLE 28 SUMMARY OF ACADEMIC STAFF APPOINTMENTS

28.1 Types of Appointments

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

28.2 Partial-Load and Maximum-Load

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

28.3 Teaching Assistant

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

ARTICLE 29 DEFINITION OF ACADEMIC STAFF APPOINTMENTS

29.1 Technician and Academic Counsellor - Contract Appointment

- 29.1.1 "Contract" Technicians and "Contract" Academic Counsellors are hired on a fixed-term contract, based on a specified number of weeks, and specified hours per week up to and including 35.
- 29.1.2 Contract Technicians and Contract Academic Counsellors:
 - 29.1.2.1 have no job security beyond the current contract; and
 - 29.1.2.2 are subject to Performance Review prior to any renewal of contract
 - 29.1.2.3 are normally not renewable beyond 3 years.
- 29.1.3 In exceptional circumstances (i.e. when agreed to be of benefit to both the university and the academic staff member), and by mutual consent of the university and the academic staff member, a Contract appointment may be renewed for up to 1 additional year, subject to approval by OCADFA.
- 29.1.4 In each Academic Year, a maximum of 30% of technician and academic counselor appointments shall be contract. Should this ceiling be exceeded in any Academic Year, the balance will be restored the following Academic Year.
- 29.1.5 Employment may be terminated through non-renewal of contract, resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.2 Technician and Academic Counsellor - Probationary Appointment

- 29.2.1 "Probationary" Technicians and Academic Counsellors are working towards Tenured status.
- 29.2.2 Probationary Technicians and Academic Counsellors:
 - 29.2.2.1 may be Maximum-Load or Partial-Load;
 - 29.2.2.2 are hired for a maximum of 1 year (if Maximum-Load) or 2 years (if Partial-Load), unless extended by approved Leaves, after which the appointment must be terminated or become Tenured; and
 - 29.2.2.3 are subject to Performance Reviews after 1 year and/or Peer Review prior to awarding of Tenured status.
- 29.2.3 Employment may be terminated through resignation (with appropriate notice), retirement, dismissal as a result of Performance Review, dismissal for just cause, or layoff for reason of Financial Exigency or Curricular Necessity.

29.3 Technician and Academic Counsellor - Permanent Appointment

- 29.3.1 "Permanent" Technicians and Academic Counsellors have successfully completed a Probationary period and, through a Peer Review process, been awarded Permanent status.
- 29.3.2 Permanent Technicians and Academic Counsellors:
 - 29.3.2.1 may be Maximum-Load or Partial-Load;
 - 29.3.2.2 are subject to annual Performance Reviews, with comprehensive Peer Reviews every 5 years, unless extended by approved Leaves; and

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

29.4 Teaching Assistant - Contract Appointment

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

29.4.1.1 Teaching Assistant I (Undergraduate Research Assistant), with responsibilities outlined in Article 37.3.2

29.4.1.2 Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.3.1.1 and 37.3.1.4 only;

29.4.1.3 Teaching Assistant III (Tutorial Leader), with responsibilities as outlined in Articles 37.3.1.1 to 37.3.1.5 and Articles 37.3.1.7 to 37.3.1.8; or

29.4.1.4 Teaching Assistant IV (Tutorial Leader), with responsibilities including all of 37.3.1.

29.4.1.5 Teaching Assistant V (Graduate Research Assistant), with responsibilities as outlined in Article 37.3.2

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

29.4.3 Teaching Assistants:

29.4.3.1 have no job security beyond the current contract;

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

29.4.3.3 are normally not renewable beyond 3 years.

29.4.4 In exceptional circumstances (i.e. when agreed to be of benefit to both the university and the Teaching Assistant), a Teaching Assistant may be renewed for up to 1 additional year beyond the initial 3 years, subject to approval by OCADFA.

29.4.5 Teaching Assistants are intended to assist, rather than replace, faculty in the delivery of curriculum or carrying out research activities. Because Teaching Assistants are temporary employees with whom the university does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Teaching Assistants, and to ensure that increased expectations for Teaching Assistants are not made beyond those outlined in Article 37.3.

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

29.5 Externally Funded Academic Counsellors

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

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

30.1 Maximum-Load

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

30.2 Partial-Load

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

ARTICLE 31 ACADEMIC STAFF COMPENSATION

31.1 Technician and Academic Counsellor - Contract Appointment

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

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

31.2 Technician and Academic Counsellor - Probationary Appointment

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

- 31.2.1.1 salary on the relevant academic staff Pay Scale (see **Appendix D**);
- 31.2.1.2 placement on the Pay Scale reflects experience and career achievement, subject to a maximum starting level;
- 31.2.1.3 3 weeks per year paid vacation, based on years of service;
- 31.2.1.4 access to full benefits
- 31.2.1.5 access to full pension contributions after one (1) year; and
- 31.2.1.6 no access to Professional Development funding.

31.3 Technician and Academic Counsellor - Permanent Appointment

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

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

31.4 Teaching Assistant - Contract Appointment

31.4.1 Teaching Assistant compensation includes:

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

31.5 Benefits and Pension Plans

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

31.5.2 The provision of benefits coverage is not to be construed as a guarantee of specific coverage and eligibility, which is established by the terms and conditions of the various

policies held. The university's obligation under this Article is limited to making the policies available and paying the premiums as set out in **Appendix D**.

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

31.6 Sick Leave

31.6.1 Sick Leave

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

31.6.2 Short-term Disability

- 31.6.2.1 Short-term disability refers to ongoing absence due to illness, injury, or hospitalization, which prevents the academic staff member from performing his/her duties. Academic staff qualify for short-term disability as of the first (1st) day of hospitalization or accident or the eighth (8th) day of illness. For those who qualify, short-term disability benefits may extend for a period of up to seventeen weeks with the provision of satisfactory medical evidence from a duly qualified medical practitioner.
- 31.6.2.2 Permanent and Probationary Technicians, and Permanent and Probationary Academic Counsellors who are on short-term disability are entitled to receive 100% of their regular salary for a maximum of eight weeks, and 66.67% of their regular salary for up to an additional nine weeks. A new short-term disability benefits duration begins upon a return to work for a minimum of two weeks before becoming disabled again due to the same cause, or a return to work and then becoming disabled due to a different cause.
- 31.6.2.3 For those enrolled in the group benefits plan at the time of illness, the university shall continue to pay its portion of benefits premiums for short-term disability up to seventeen weeks, with contributions to the university's pension plan adjusted according to salary.
- 31.6.2.4 In the event the absence extends beyond seventeen weeks, payment of regular salary and the payment of benefits premiums shall cease and application should be made for benefits under the Long-term Disability plan. Individuals may choose to continue benefit coverage beyond the seventeen-week short-term disability period by paying the full cost of such premiums.

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

31.7 Maternity and Parental Leave

31.7.1 Maternity Leave

- 31.7.1.1 Unpaid maternity leave is available to all members of academic staff as provided in the *Employment Standards Act* for a total of 17 weeks.
- 31.7.1.2 Academic staff seeking maternity leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and Human Resources with reasonable notice to enable the university to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A member of academic staff who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the university at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).
- 31.7.1.3 Probationary and Permanent Technicians on maternity leave and Probationary and Permanent Academic Counsellors on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 80% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top-up is permitted under the applicable Employment Insurance rules. Probationary and Permanent Technicians and Academic Counsellors on maternity leave, who qualify for employment insurance maternity benefits are eligible for 2 weeks at full pay and fifteen weeks at 80% of salary, less the amount of such maternity benefits. For Probationary and Permanent Technicians and Academic Counsellors taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.

31.7.2 Parental Leave

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

31.7.3 Benefits while on Maternity and Parental Leave

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

31.8 Paternity Leave

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

31.9 Bereavement, Compassionate Care and Personal Emergency Leave

31.9.1 Bereavement Leave

- 31.9.1.1 In the event of the death of a Probationary and Permanent academic staff member's Spouse (includes common-law spouse and same sex partner), Parent, Child, Brother, Sister, Mother-in-law, Father-in-law, Son-in-law, Daughter-in-law, Brother-in-law, Sister-in-law, Grandparent, Grandchild, the employee will be granted up to one (1) week leave of absence without loss of regular pay for the purposes of bereavement. It is understood that an academic staff 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, and the anticipated outcome of the proposed activities;
 - 32.3.1.3 a budget outlining the associated costs; and
 - 32.3.1.4 other relevant information, which may include letters of support.

32.4 Professional Development Funding

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

32.5 Professional Development Eligibility

- 32.5.1 All Probationary and Permanent academic staff are eligible to apply for Professional Development Funding.
- 32.5.2 Contract academic staff are not eligible to apply for Professional Development Funding.

32.6 Professional Development Decisions

- 32.6.1 Applications for Professional Development are reviewed by a "Professional Development Committee", consisting of the following:
 - 32.6.1.1 Vice-President, Academic, or designate (Chair, non-voting); and
 - 32.6.1.2 1 academic staff Supervisor, and 2 academic staff members who are not under consideration that year for Professional Development;
- 32.6.2 In making decisions to grant, defer, or deny Professional Development, the Supervisor and Vice-President, Academic base their decisions on:
 - 32.6.2.1 the content and quality of each proposal;
 - 32.6.2.2 the merits of each proposal and its relevance to the academic staff member's duties at the university;
 - 32.6.2.3 the relevance of each proposal to the university's educational objectives;
 - 32.6.2.4 recommendations regarding Professional Development arising from academic staff member's Performance Reviews;
 - 32.6.2.5 previous Professional Development opportunities;
 - 32.6.2.6 academic staff members' years of service; and
 - 32.6.2.7 the cost of the proposal within the context of available funds
- 32.6.3 The Vice-President, Academic will make every effort to notify the academic staff member, in writing, of the decision in a timely manner.

32.7 Appeal of Professional Development Decisions

- 32.7.1 Academic staff whose requests for Professional Development are unsuccessful may submit a "Request for Professional Development Appeal" to the Office of the Vice-President, Academic within 14 calendar days following notification of the decision which the academic staff member wishes to appeal.
- 32.7.2 The Vice-President, Academic will reconsider the decision, and provide a Final Decision within 21 calendar days of receipt of the Request for Professional Development Appeal.

ARTICLE 33 ACADEMIC STAFF FACULTY REPRESENTATIVES

33.1 Selection of Faculty Representatives

- 33.1.1 In recognition that academic staff meet the needs of faculty by supporting the delivery of OCAD's credit curriculum, faculty who have been elected to serve as Faculty Representatives are, when appropriate, also asked to serve on Academic Staff Committees with Faculty Representation.
- 33.1.2 All academic staff members, as well as elected Faculty Representatives, form a pool which is drawn upon for membership of specific Academic Staff "Committees with Faculty Representation" including but not limited to the following:
 - 33.1.2.1 Search;
 - 33.1.2.2 Appointment;
 - 33.1.2.3 Peer Review;
 - 33.1.2.4 Peer Review Appeal;
 - 33.1.2.5 Merit Progress; and
 - 33.1.2.6 Professional Development.

33.2 Operation of Committees with Faculty Representation

- 33.2.1 In selecting representatives for a particular Committee with Faculty Representation, the Chair makes every effort to include appropriate representation and expertise from the relevant discipline(s).
- 33.2.2 Given the important role of Committees with Faculty Representation, members are expected to make every effort to attend all meetings. A meeting shall not proceed without Quorum.
- 33.2.3 Whenever possible, Committee with Faculty Representation decisions are achieved by consensus. However, in the event that a vote is required, the Chair shall vote only in order to break a tie.

33.3 Confidentiality

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

ARTICLE 34 ACADEMIC STAFF APPOINTMENT AND ASSIGNMENT PROCESS

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

- 34.1.1 The Supervisor recommends to the Vice-President, Academic for the following Academic Year any new academic staff positions required (Permanent and Contract) as well as changes to existing positions, such as increases from Partial-Load to Maximum-Load.
- 34.1.2 In developing these recommendations, the Supervisor consults with relevant Deans of Faculty, Assistant Deans, faculty, academic staff and other Managers, and takes into account the following factors:
 - 34.1.3 current and desired balances with respect to Permanent vs. Contract, and Maximum-Load vs. Partial-Load academic staff;
 - 34.1.3.1 expertise required;
 - 34.1.3.2 short-term and long-term curricular objectives;
 - 34.1.3.3 anticipated changes due to Leaves of Absence and retirements; and
 - 34.1.3.4 the anticipated availability of financial resources.
- 34.1.4 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 requests 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 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 lo later than October 15, unless otherwise agreed by the Employer.
- 34.2.2 In consultation with relevant university managers, including the Deans of Faculty and/or Assistant Deans, each Supervisor prepares academic staff Workload assignments for the coming year. In the event of significant changes to assignments and/or scheduling, particular emphasis is placed on timely consultation with individuals directly affected. The Supervisor will make every effort to notify academic staff members no later than April 1 of their Workload assignments for the following Academic Year.
- 34.2.3 Academic staff who disagree with their Workload assignments for the following year may discuss their concerns with the Supervisor (or designate). In the event that the matter has been discussed with the Supervisor (or designate) and a satisfactory resolution has not been found, academic staff may appeal the matter in writing to the Vice-President, Academic, who will make a determination.

34.3 Hiring of Contract Technicians and Contract Academic Counsellors

- 34.3.1 Current Contract Technicians and Contract Academic Counsellors who seek a work assignment for the following Academic Year must indicate their interest in writing to the Supervisor no later than February 1.
- 34.3.2 The appointment process for Contract Technicians and Contract Academic Counsellors is conducted by the Supervisor. A list of vacancies is posted on the university's website, with further advertising conducted as appropriate.
- 34.3.3 Contract Technician and Academic Counsellor appointments are determined by a "Contract Academic Staff Appointments Committee", consisting of the following:
- 34.3.3.1 Supervisor, or designate (Chair);
 - 34.3.3.2 1 Assistant Dean, or designate, from the relevant Faculty.
- 34.3.4 All applications received for Contract positions must be reviewed by the Contract Academic Staff Appointments Committee. The Committee determines which applicant(s) require interviews and the nature of such interview(s).
- 34.3.5 The Chair checks professional references for all new Contract appointments, and conveys the results to the Committee. Where relevant, the Committee reviews applicants' previous Performance Reviews.
- 34.3.6 The Committee makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed, the Chair refers the matter back to the Committee for further discussion and deliberation.
- 34.3.7 The Committee's recommendation is forwarded by the Chair to the Vice-President, Academic for approval.
- 34.3.8 Offers of employment to new Contract Technicians and Contract Academic Counsellors

include the following information:

- 34.3.8.1 term of contract;
- 34.3.8.2 hours of work; and
- 34.3.8.3 salary.

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

34.4 Internal Applicants for Contract Technician and Contract Academic Counsellor Positions

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

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

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

34.5 Hiring of Teaching Assistants

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

34.5.2 The appointment process for Teaching Assistants is conducted by the Assistant Dean of Faculty or supervising faculty member. A list of vacancies is posted on the university's website, with further advertising conducted as appropriate.

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

- 34.5.3.1 Assistant Dean of Faculty, or designate (Chair); and
- 34.5.3.2 Faculty with whom the Teaching Assistant(s) will work.

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

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

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

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

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

- 34.5.8.1 term of contract;
- 34.5.8.2 hours of work; and
- 34.5.8.3 salary.

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

34.6 Internal Applicants for Teaching Assistant Positions

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

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

34.7 Hiring of Permanent Technicians and Academic Counsellors

- 34.7.1 The hiring process for new Permanent academic staff is conducted by the Supervisor, or designate. In conjunction with Human Resources, the Supervisor prepares a search plan for each Permanent academic staff position approved, including a position description and membership of the Search Committee. The Supervisor then convenes a meeting of the Search Committee to determine appropriate advertising venues and the search procedure to be followed, and incorporates these items into the search plan.
- 34.7.2 OCADFA is notified of all Permanent academic staff vacancies, and is provided with a copy of the relevant position descriptions.
- 34.7.3 A "Permanent Academic Staff Search Committee" consists of the following:
- 34.7.3.1 Supervisor, or designate (Chair);
 - 34.7.3.2 1 Dean or Assistant Dean of a relevant Faculty;
 - 34.7.3.3 1 faculty selected by the Chair from a relevant Faculty; and
 - 34.7.3.4 1 additional internal or external academic staff and/or faculty members may be added at the discretion of the Committee, for diversity and/or specific expertise.
- 34.7.4 All Permanent academic staff positions must be posted on the university's website, with further advertising conducted as appropriate. All applicants are considered under the same criteria and procedure.
- 34.7.5 The Search Committee shortlists applicants, conducts interviews, and makes a determination as to the most qualified 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 who are Partial-Load, and who seek to permanently increase their Workload are, however, encouraged to do so as provided in Article 34.2.1.2.
- 34.8.2 Sessional faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants.
- 34.8.3 CLTA, Continuing, Probationary and Tenured faculty may apply for Permanent academic staff positions when they become available, and shall be considered along with all other applicants. However, successful applicants shall be obliged to relinquish their current positions.

34.9 Training of New Academic Staff

- 34.9.1 All new academic staff, including Contract, Probationary and Permanent, are required to undergo training and orientation, according to individual needs as mutually determined by the academic staff member and the Supervisor, prior to working in this capacity at the

university. For Technicians, relevant health and safety standards training is mandatory. Participation in health and safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety, is mandatory for all new academic staff.

34.10 Years of Service

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

ARTICLE 35 PERFORMANCE AND PEER REVIEW FOR TECHNICIANS AND ACADEMIC COUNSELLORS

35.1 Performance Reviews

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

35.1.1.1 Contract Technicians and Academic Counsellors: For Contract Technicians and Academic Counsellors seeking re-appointment, a "Performance Review" is conducted in order to make recommendations concerning future re-appointment;

35.1.1.2 Probationary Technicians and Academic Counsellors: For Probationary Technicians and Academic Counsellors, Performance Reviews are conducted annually in order to make recommendations concerning continuation of their Probationary Appointment;

35.1.1.3 Permanent Technicians and Academic Counsellors: For Permanent Technicians and Academic Counsellors, Performance Reviews are conducted every 3 years.

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 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 (or designate). In the event that the matter has been discussed with the Supervisor (or designate) and a satisfactory resolution has not been found, the individual may appeal the matter in writing to the Vice-President, Academic, 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. Technicians and Academic Counsellors self-nominate in a prescribed format, by June 1 of any given Academic Year. The university will endeavour to provide current information regarding details of benefits and pension plans to Technicians and Academic Counsellors in a timely manner.
- 35.4.2 Merit Progress takes the form of 1 additional step on the relevant Pay scale, in addition to Career Progress, for that Academic Year.
- 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;
 - 35.4.4.3 All Assistant Deans of Faculty;
 - 35.4.4.4 2 Academic staff members selected by the Chair, who are not under consideration for Merit Progress that year, and
 - 35.4.4.5 1 faculty member selected by the Chair from each Faculty's Faculty Representatives.
- 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 studio facilities, supervised by the relevant Manager or Dean of Faculty;
 - 37.1.1.2 working with Deans of Faculty, Assistant Deans, faculty and other academic staff in support of the university's educational goals and objectives;
 - 37.1.1.3 supporting the faculty's delivery of curriculum, i.e. preparing materials; setting up equipment; and providing individual and small group instruction of specialized techniques or equipment;
 - 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 Manager, Health & Safety;
 - 37.1.1.8 mandatory participation in health & safety, WHMIS, and first aid training, as specified by the Manager, Health & Safety;
 - 37.1.1.9 participating in the provision of a safe and secure environment for all members of the OCAD 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 Academic Counsellor

- 37.2.1 Academic Counsellor responsibilities may include but are not limited to the following:
 - 37.2.1.1 working in a specific counselling function, supervised by the relevant Manager or Dean of Faculty;
 - 37.2.1.2 working with Deans of Faculty, Assistant Deans, faculty and other academic staff in support of the university's educational goals;
 - 37.2.1.3 supporting the faculty's delivery of curriculum, i.e. providing and/or facilitating individual and group instruction within a relevant discipline or subject matter;
 - 37.2.1.4 supporting students in their learning, e.g. assessing and documenting their academic and learning needs; and assisting them in the development of relevant skills;
 - 37.2.1.5 working with faculty and other academic staff to develop collaborative programming and to promote awareness of the relevant discipline internally;
 - 37.2.1.6 promoting the university and the relevant discipline externally through participation in conferences, seminars and related research;
 - 37.2.1.7 providing one-on-one counselling, within a specific area of expertise, and referring students to other services as required;
 - 37.2.1.8 performing administrative responsibilities in the provision of counselling services, including: related reporting; budget management; long-term planning; and supervision of peer tutors;
 - 37.2.1.9 participating in the provision of a safe and secure environment for all members of the OCAD community and its facilities;
 - 37.2.1.10 serving on committees and participating in university special events and projects; and
 - 37.2.1.11 maintaining currency within the field.

37.3 Teaching Assistant

- 37.3.1 Teaching Assistant II, III, IV responsibilities may include but are not limited to the following:
 - 37.3.1.1 working within 1 or more OCAD Faculties, directly supervised by 1 or more faculty members with administrative supervision by 1 or more Assistant Deans;
 - 37.3.1.2 working with Assistant Deans, Chairs, faculty members and other academic staff in support of the university's educational goals and objectives;
 - 37.3.1.3 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;
 - 37.3.1.4 assisting in the evaluation of student work, using criteria established by the supervising faculty members;
 - 37.3.1.5 supporting students in their learning, i.e. through individual or small group instruction and/or assisting with assignments;
 - 37.3.1.6 conducting separately scheduled tutorial classes;
 - 37.3.1.7 working with Technicians, class assistants and/or monitors, where relevant, by ensuring the appropriate and safe use of materials, equipment and/or facilities; and
 - 37.3.1.8 participating in the provision of a safe and secure environment for all members of the university community and its facilities.
- 37.3.2 Teaching Assistant I and V responsibilities may include but are not limited to the following:
 - 37.3.2.1 working within 1 or more OCAD Faculties, directly supervised by 1 or more faculty members;
 - 37.3.2.2 working with assistant Deans, Chairs, and/or faculty members and other academic staff in support of the university's research goals and objectives;
 - 37.3.2.3 meeting these research goals by assisting with data collection, literature searches, data compilation, processing, entry and analysis, and experimental

- 37.3.2.4 systems design, fabrication and maintenance; assisting with supervision of research activities in the lab, classroom, and within the field;
- 37.3.2.5 assisting with preparation of proposals, progress and final reports, and promotion of research activities;
- 37.3.2.6 providing project coordination, budget management, and administration of research activities;
- 37.3.2.7 participating in the hiring, scheduling and supervision of Teaching Assistant I (Undergraduate Research Assistant), Class Assistants, and/or Student Monitors, where relevant;
- 37.3.2.8 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
- 37.3.2.9 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, and 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'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'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'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, 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'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's faculty and academic staff represent a core strength of the university, and are central to its educational mandate;
 - 40.1.1.2 the Parties have a joint responsibility to maintain the integrity, credibility, viability and currency of the university's educational offerings;
 - 40.1.1.3 the university has a responsibility to take all reasonable measures to prevent curricular circumstances which would require the layoff of Tenured faculty and/or Permanent academic staff; and
 - 40.1.1.4 faculty and academic staff have a responsibility to show reasonable flexibility in assisting the university to meet its educational goals, while adapting to changing curricular or societal circumstances.

40.2 Declaration of Curricular Necessity

- 40.2.1 In the event that the Academic Council and Board of Governors make a preliminary determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity, the President (or designate) provides a "Declaration of Curricular Necessity", which discloses the circumstances and reasons for such Declaration, and the magnitude of the proposed layoff, to the Joint Committee.
- 40.2.2 The university provides all relevant information to the Joint Committee for purposes of review.
- 40.2.3 The Joint Committee reviews the circumstances and reasons for the Declaration of Curricular Necessity to satisfy itself that:
 - 40.2.3.1 a state of Curricular Necessity does indeed exist;
 - 40.2.3.2 all reasonable methods of re-assigning Tenured faculty and/or Permanent academic staff, including the provision of Professional Development, have been explored and/or implemented in order to avoid layoff;
 - 40.2.3.3 all reasonable methods of reducing the complement of Tenured faculty and/or Permanent academic staff, including attrition, retirement, early retirement and voluntary severance, have been explored and/or implemented in order to avoid layoff; and
 - 40.2.3.4 the proposed layoff of Tenured faculty and/or Permanent academic staff will achieve the necessary curricular goals, and to ascertain what the effects of the layoff are likely to be.
- 40.2.4 Following a thorough review of the Declaration of Curricular Necessity by the Joint Committee, 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's Board of Governors.
- 40.2.5 The Board of Governors makes a final determination that a layoff of Tenured faculty and/or Permanent academic staff is required as a result of Curricular Necessity.

ARTICLE 41 LAYOFF AND RECALL PROCESS

41.1 Layoff Process

- 41.1.1 Once the Board of Governors has made a final determination that a layoff of Tenured faculty is required as a result of Financial Exigency or Curricular Necessity, the Vice-President, Academic recommends to the Academic Council in which Faculty or program(s), and in what proportion, layoffs should occur, taking into account:
 - 41.1.1.1 the educational mandate;
 - 41.1.1.2 the financial parameters, including enrollment, program costing and other relevant statistics; and
 - 41.1.1.3 the magnitude of the layoff required.
- 41.1.2 Once the Academic Council has approved a resolution determining the academic and curricular priorities of the university in the circumstances, the university shall post a "Notice of Intention to Layoff faculty and/or academic staff".

41.2 Layoff of Faculty

41.2.1 A member of the faculty or academic staff who wishes to assert qualifications and ability to perform Teaching & Teaching-Related Responsibilities within an additional discipline or disciplines must deliver to Human Resources a written statement including a summary of the member's qualifications within the relevant discipline(s) within 21 calendar days of the posting of the Notice of Intention to Layoff faculty and/or academic staff.

41.2.2 The order of layoff of faculty shall be as follows, provided that the remaining faculty members have the qualifications (which in appropriate circumstances could include Rank) and ability to perform the remaining work:

41.2.2.1 Sessional faculty;

41.2.2.2 CLTA faculty;

41.2.2.3 Continuing faculty, in reverse order based on years of service;

41.2.2.4 Probationary faculty, in reverse order based years of service;

41.2.2.5 Tenured faculty, in reverse order based on years of service.

41.3 Layoff of Academic Staff

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

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

41.3.2.1 Contract academic staff;

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

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

41.4 Notice of Layoff

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

41.5 Recall Process

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

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

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

41.6 Recall of Faculty

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

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

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

- 41.6.1.3 When a faculty member's application for recall is accepted, the university shall provide written notice of recall to the member and the recall shall not be effective for a minimum of 21 calendar days following the receipt of such notice.
- 41.6.1.4 A Continuing, Probationary or Tenured faculty member who is recalled at a lesser Workload than the member worked prior to the layoff may apply for an increase in Workload under the provisions of Article 23.2.1.3.
- 41.6.1.5 A Continuing or Probationary faculty member who is recalled resumes her/his Appointment at the point at which it was left off.

41.7 Recall of Academic Staff

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

41.8 Notice

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

ARTICLE 42 SEVERANCE PAY

42.1 Severance Pay

- 42.1.1 Tenured and Probationary faculty and Permanent and Probationary academic staff who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of one of the above-listed categories to a maximum of 40 weeks' pay, which shall be deemed to include termination pay within the meaning of the *Employment Standards Act*.
- 42.1.2 Continuing and CLTA faculty who suffer a loss of employment as a result of the layoff process outlined in Article 41 shall be provided with severance pay calculated on the basis of 3 weeks' pay for every year of service as a member of Continuing or CLTA faculty to a maximum of 12 weeks' pay or the remaining unexpired portion of the contract, whichever is less, which shall be deemed to include termination pay within the meaning of the *Employment Standards Act*.
- 42.1.3 An individual's rate of pay at time of loss of employment is used for purposes of calculating severance pay.
- 42.1.4 Nothing in this Article should be construed to derogate from minimum standards established under the *Employment Standards Act*.

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement on the 13 day of MAY, 2008.

ONTARIO COLLEGE OF ART & DESIGN

ONTARIO COLLEGE OF ART & DESIGN
FACULTY ASSOCIATION (OCADFA)

David McKeown
Alan
Reed

Kevin (Chair)
P. Alvarado
Cathy Berry

Appendix A

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

Introduction

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

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

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

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

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

Principles

1. The AUCC believes that the principles of academic freedom and institutional autonomy are essential to the fulfillment of the role of universities in the context of a democratic society.

2. The AUCC believes that academic freedom is essential to the fulfillment of the universities' primary mandate, the pursuit and dissemination of knowledge and understanding. Freedom of inquiry is fundamental to the search for truth and the advancement of knowledge. Freedom in teaching, justified by the special professional expertise of the faculty members, is fundamental to the protection of the rights of the teacher to teach and of the student to learn. Academic freedom is essential in order that society may have access to impartial expertise for knowledgeable comments on all issues studied in universities, including those surrounded by controversy.
3. The AUCC recognizes the obligation of universities to ensure the academic freedom of individual faculty members to conduct inquiries, to make judgments, and to express views without fear of retribution. The practice of tenure is one important means of meeting this obligation. In addition, decisions relative to appointments and the granting of tenure and promotion must be conducted according to principles of fairness and natural justice.
4. The AUCC recognizes that universities should ensure that students are treated according to principles of fairness and natural justice and are encouraged to pursue their education according to the principle of academic freedom.
5. The AUCC recognizes the historically the universities of Canada have struggled to achieve institutional autonomy and must continue to do so. The Association affirms that this autonomy provides the best possible condition for the conduct of scholarship and higher education essential to a free society. As centres of free inquiry, universities have an obligation to society to resist outside intrusion into their planning and management and to insist that institutional autonomy be recognized by governments and others as the necessary pre-condition to their proper functioning. Institutional autonomy includes, inter-alia, the following powers and duties: to select and appoint faculty and staff; to select and admit and discipline students; to set and control curriculum; to establish organizational arrangements for the carrying out of academic work; to create programs and to direct resources to them; to certify completion of a program of study and grant degrees.
6. The AUCC recognizes that the academic freedom of individual members of universities and the institutional autonomy accorded to the institutions themselves involve the following major responsibilities to society: to conduct scholarship and research according to the highest possible standards to excellence so that society may benefit; within the constraints of the resources available to them, to ensure high quality education to as many academically qualified individuals as possible; to abide by the laws of society; and to account publicly through boards and audits for their expenditure of funds.

May 5, 1988

Appendix B

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

Preamble

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

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

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

Standards of Performance

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

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

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

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

Faculty are assessed against four possible levels of performance in each of the three general categories, pro-rated according to Article 27.4 and rounded to the nearest half step to determine the Career/Progress Increment for each of the next two years. Article 24.7 currently weights the three general categories as follows:

Teaching and Teaching-Related Activities:	44%
Practice/Research:	37%
Service:	19%

The Standards of Performance for each level are as follows:

Career Progress Levels I & II:

I. Meets Basic Expectations

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

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

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

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

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

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

Teaching = 1.5 x 44% =	0.66
Research/Practice = 0.5 x 37% =	0.185
Service = 1.0 x 19% =	<u>0.19</u>
	1.035
Career/Merit Increment =	1.0

Merit Progress: Levels III and IV

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

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

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

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

Implementation of Standards of Performance in Performance Reviews

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

Level I: Meets Basic Expectations	Value = 0.5
Level II: Fully Meets Expectations	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 (44%)	Practice/Research (37%)	Service (19%)	Total (100%)
Performance		0.5	2.0	0.5	
Pro-rated value		0.22	0.74	0.095	1.055
Career/Merit Progress Increment					1.00

Sample Situations:

1. What if a faculty member has a once in a lifetime success in the area of Practice/Research and performs at below Level II in Teaching and Service? Is it fair to grant a Career/Merit Progress Increment of only 1.0?

The committee should make a special recommendation, citing reasons for deviating from the formula. It may be one thing not to attend any meetings for a year or two, but to work on one's practice/research at the expense of basic teaching requirements (at the expense of the students), is another.

2. What if the pro-rated value falls right between two levels, e.g., 1.25?

The committee has the prerogative to make a recommendation either up or down, depending on the specifics of the faculty member's performance. This would also be the case with pro-rated values that hover close to but not quite at the half-way point between levels, e.g., 1.21 or 0.68.

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

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

Criteria for Placement and Promotion of Academic Rank

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

Lecturer

Most CLTA appointments and any tenure-track appointment where the faculty member has not yet completed the terminal degree, and has limited teaching experience and publications/shows/practice would be ranked as a Lecturer. In the case of a tenure-track appointment, the criteria and timetable for promotion to Assistant Professor should be clearly articulated in the contract.

Assistant Professor

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

publications/shows/commissions/contracts. Requests for an early tenure decision should normally be discouraged.

Associate Professor

Normally a faculty member who has successfully served his/her probationary period, i.e., reached a level of maturity and confidence as a teacher, built a network of relationships within the College 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 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 College initiatives
- A contributing member of the OCAD community, participating on committees, at College 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 College 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 community, providing leadership on committees, and College events, and ceremonies.

Appendix C

Faculty Compensation

I. Remuneration

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

Sessional Faculty

ATB increases for sessional faculty as follows:

- July 1, 2006 2%
- July 1, 2007 2%
- July 1, 2008 2%
- July 1, 2009 2%

Contractually Limited Term Appointment Faculty

ATB increases for CLTA faculty as follows:

- July 1, 2006 1.5%
- July 1, 2007 2%
- July 1, 2008 2%
- July 1, 2009 0.5%

Tenured, Probationary and Continuing Faculty

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

- July 1, 2006 1.5%
- July 1, 2007 2%
- July 1, 2008 2%
- July 1, 2009 0.5%

A. Pay Rate for Sessional Faculty:

The following Pay Scales are for Sessional faculty.

1. Effective July 1, 2006

Level	Type	Rate
S1	Studio	3,428
S2	Studio	3,999
S3	Studio	4,571
L1	Liberal Studies	5,142
L2	Liberal Studies	6,000
L3	Liberal Studies	6,855

2. Effective July 1, 2007

Level	Type	Rate
S1	Studio	3,497
S2	Studio	4,079
S3	Studio	4,662
L1	Liberal Studies	5,245
L2	Liberal Studies	6,120
L3	Liberal Studies	6,992

3. Effective July 1, 2008

Level	Type	Rate
S1	Studio	3,567
S2	Studio	4,161
S3	Studio	4,755
L1	Liberal Studies	5,350
L2	Liberal Studies	6,242
L3	Liberal Studies	7,132

4. Effective July 1, 2009

Level	Type	Rate
S1	Studio	3,638
S2	Studio	4,244
S3	Studio	4,850
L1	Liberal Studies	5,457
L2	Liberal Studies	6,367
L3	Liberal Studies	7,275

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

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

1. Effective July 1, 2006

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	42,236	Ac1	56,850	Bc1	68,221	Cc1	79,591
Lc2	43,292	Ac2	57,987	Bc2	69,357	Cc2	80,728
Lc3	44,348	Ac3	59,125	Bc3	70,495	Cc3	81,865
Lc4	45,404	Ac4	60,262	Bc4	71,632	Cc4	83,002
Lc5	46,460	Ac5	61,398	Bc5	72,768	Cc5	84,138
Lc6	47,516	Ac6	62,536	Bc6	73,906	Cc6	85,276
Lc7	48,572	Ac7	63,673	Bc7	75,043	Cc7	86,413
Lc8	49,627	Ac8	64,810	Bc8	76,180	Cc8	87,550
Lc9	50,683	Ac9	65,947	Bc9	77,317	Cc9	88,687
Lc10	51,740	Ac10	67,084	Bc10	78,454	Cc10	89,824
Lc11	52,795	Ac11	68,221	Bc11	79,591	Cc11	90,961
Lc12	53,851	Ac12	69,357	Bc12	80,728	Cc12	92,098
Lc13	54,907	Ac13	70,495	Bc13	81,865	Cc13	93,236
Lc14	55,963	Ac14	71,632	Bc14	83,002	Cc14	94,372
Lc15	57,019	Ac15	72,768	Bc15	84,138	Cc15	95,508
Lc16	58,075	Ac16	73,906	Bc16	85,276	Cc16	96,646
Lc17	59,131	Ac17	75,043	Bc17	86,413	Cc17	97,783
Lc18	60,186	Ac18	76,180	Bc18	87,550	Cc18	98,920
Lc19	61,242	Ac19	77,317	Bc19	88,687	Cc19	100,057
Lc20	62,299	Ac20	78,454	Bc20	89,824	Cc20	101,194
Lc21	63,354	Ac21	79,591	Bc21	90,961	Cc21	102,331

2. Effective July 1, 2007

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	43,081	Ac1	57,987	Bc1	69,585	Cc1	81,183
Lc2	44,158	Ac2	59,147	Bc2	70,744	Cc2	82,343
Lc3	45,235	Ac3	60,308	Bc3	71,905	Cc3	83,502
Lc4	46,312	Ac4	61,467	Bc4	73,065	Cc4	84,662
Lc5	47,389	Ac5	62,626	Bc5	74,223	Cc5	85,821
Lc6	48,466	Ac6	63,787	Bc6	75,384	Cc6	86,982
Lc7	49,543	Ac7	64,946	Bc7	76,544	Cc7	88,141
Lc8	50,620	Ac8	66,106	Bc8	77,704	Cc8	89,301
Lc9	51,697	Ac9	67,266	Bc9	78,863	Cc9	90,461
Lc10	52,775	Ac10	68,426	Bc10	80,023	Cc10	91,620
Lc11	53,851	Ac11	69,585	Bc11	81,183	Cc11	92,780
Lc12	54,928	Ac12	70,744	Bc12	82,343	Cc12	93,940
Lc13	56,005	Ac13	71,905	Bc13	83,502	Cc13	95,101
Lc14	57,082	Ac14	73,065	Bc14	84,662	Cc14	96,259
Lc15	58,159	Ac15	74,223	Bc15	85,821	Cc15	97,418
Lc16	59,237	Ac16	75,384	Bc16	86,982	Cc16	98,579
Lc17	60,314	Ac17	76,544	Bc17	88,141	Cc17	99,739
Lc18	61,390	Ac18	77,704	Bc18	89,301	Cc18	100,898
Lc19	62,467	Ac19	78,863	Bc19	90,461	Cc19	102,058
Lc20	63,545	Ac20	80,023	Bc20	91,620	Cc20	103,218
Lc21	64,621	Ac21	81,183	Bc21	92,780	Cc21	104,378

3. Effective July 1, 2008

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	43,943	Ac1	59,147	Bc1	70,977	Cc1	82,807
Lc2	45,041	Ac2	60,330	Bc2	72,159	Cc2	83,990
Lc3	46,140	Ac3	61,514	Bc3	73,343	Cc3	85,172
Lc4	47,238	Ac4	62,696	Bc4	74,526	Cc4	86,355
Lc5	48,337	Ac5	63,879	Bc5	75,707	Cc5	87,537
Lc6	49,435	Ac6	65,063	Bc6	76,892	Cc6	88,722
Lc7	50,534	Ac7	66,245	Bc7	78,075	Cc7	89,904
Lc8	51,632	Ac8	67,428	Bc8	79,258	Cc8	91,087
Lc9	52,731	Ac9	68,611	Bc9	80,440	Cc9	92,270
Lc10	53,831	Ac10	69,795	Bc10	81,623	Cc10	93,452
Lc11	54,928	Ac11	70,977	Bc11	82,807	Cc11	94,636
Lc12	56,027	Ac12	72,159	Bc12	83,990	Cc12	95,819
Lc13	57,125	Ac13	73,343	Bc13	85,172	Cc13	97,003
Lc14	58,224	Ac14	74,526	Bc14	86,355	Cc14	98,184
Lc15	59,322	Ac15	75,707	Bc15	87,537	Cc15	99,366
Lc16	60,422	Ac16	76,892	Bc16	88,722	Cc16	100,551
Lc17	61,520	Ac17	78,075	Bc17	89,904	Cc17	101,734

Lc18	62,618	Ac18	79,258	Bc18	91,087	Cc18	102,916
Lc19	63,716	Ac19	80,440	Bc19	92,270	Cc19	104,099
Lc20	64,816	Ac20	81,623	Bc20	93,452	Cc20	105,282
Lc21	65,913	Ac21	82,807	Bc21	94,636	Cc21	106,466

4. Effective July 1, 2009

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
Lc1	44,163	Ac1	59,443	Bc1	71,332	Cc1	83,221
Lc2	45,266	Ac2	60,632	Bc2	72,520	Cc2	84,410
Lc3	46,371	Ac3	61,822	Bc3	73,710	Cc3	85,598
Lc4	47,474	Ac4	63,009	Bc4	74,899	Cc4	86,787
Lc5	48,579	Ac5	64,198	Bc5	76,086	Cc5	87,975
Lc6	49,682	Ac6	65,388	Bc6	77,276	Cc6	89,166
Lc7	50,787	Ac7	66,576	Bc7	78,465	Cc7	90,354
Lc8	51,890	Ac8	67,765	Bc8	79,654	Cc8	91,542
Lc9	52,995	Ac9	68,954	Bc9	80,842	Cc9	92,731
Lc10	54,100	Ac10	70,144	Bc10	82,031	Cc10	93,919
Lc11	55,203	Ac11	71,332	Bc11	83,221	Cc11	95,109
Lc12	56,307	Ac12	72,520	Bc12	84,410	Cc12	96,298
Lc13	57,411	Ac13	73,710	Bc13	85,598	Cc13	97,488
Lc14	58,515	Ac14	74,899	Bc14	86,787	Cc14	98,675
Lc15	59,619	Ac15	76,086	Bc15	87,975	Cc15	99,863
Lc16	60,724	Ac16	77,276	Bc16	89,166	Cc16	101,054
Lc17	61,828	Ac17	78,465	Bc17	90,354	Cc17	102,243
Lc18	62,931	Ac18	79,654	Bc18	91,542	Cc18	103,431
Lc19	64,035	Ac19	80,842	Bc19	92,731	Cc19	104,619
Lc20	65,140	Ac20	82,031	Bc20	93,919	Cc20	105,808
Lc21	66,243	Ac21	83,221	Bc21	95,109	Cc21	106,998

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, 2006

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	46,592	A1	58,239	B1	69,887	C1	81,534
L2	47,756	A2	59,403	B2	71,051	C2	82,699
L3	48,921	A3	60,569	B3	72,216	C3	83,864
L4	50,085	A4	61,733	B4	73,381	C4	85,029
L5	51,250	A5	62,898	B5	74,546	C5	86,192
L6	52,415	A6	64,064	B6	75,711	C6	87,359
L7	53,580	A7	65,228	B7	76,875	C7	88,523
L8	54,744	A8	66,392	B8	78,040	C8	89,687

L9	55,909	A9	67,556	B9	79,205	C9	90,853
L10	57,074	A10	68,723	B10	80,370	C10	92,018
L11	58,239	A11	69,887	B11	81,534	C11	93,182
L12	59,403	A12	71,051	B12	82,699	C12	94,346
L13	60,569	A13	72,216	B13	83,864	C13	95,513
L14	61,733	A14	73,381	B14	85,029	C14	96,677
L15	62,898	A15	74,546	B15	86,193	C15	97,841
L16	64,064	A16	75,711	B16	87,359	C16	99,006
L17	65,228	A17	76,875	B17	88,523	C17	100,171
L18	66,392	A18	78,040	B18	89,687	C18	101,336
L19	67,556	A19	79,205	B19	90,853	C19	102,500
L20	68,723	A20	80,370	B20	92,018	C20	103,665
L21	69,887	A21	81,534	B21	93,182	C21	104,830

2. Effective July 1, 2007

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	47,524	A1	59,404	B1	74,849	C1	90,293
L2	48,711	A2	60,591	B2	76,037	C2	91,481
L3	49,899	A3	61,780	B3	77,225	C3	92,670
L4	51,087	A4	62,968	B4	78,413	C4	93,858
L5	52,275	A5	64,156	B5	79,601	C5	95,046
L6	53,463	A6	65,345	B6	80,789	C6	96,233
L7	54,652	A7	66,533	B7	81,977	C7	97,423
L8	55,839	A8	67,720	B8	83,165	C8	98,611
L9	57,027	A9	68,907	B9	84,353	C9	99,798
L10	58,215	A10	70,097	B10	85,541	C10	100,986
L11	59,404	A11	71,285	B11	86,730	C11	102,174
L12	60,591	A12	72,472	B12	87,917	C12	103,363
L13	61,780	A13	73,660	B13	89,106	C13	104,550
L14	62,968	A14	74,849	B14	90,293	C14	105,738
L15	64,156	A15	76,037	B15	91,481	C15	106,927
L16	65,345	A16	77,225	B16	92,670	C16	108,114
L17	66,533	A17	78,413	B17	93,858	C17	109,303
L18	67,720	A18	79,601	B18	95,046	C18	110,490
L19	68,907	A19	80,789	B19	96,234	C19	111,679
L20	70,097	A20	81,977	B20	97,422	C20	112,867
L21	71,285	A21	83,165	B21	98,611	C21	114,054

3. Effective July 1, 2008

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	48,474	A1	60,592	B1	76,346	C1	92,099
L2	49,685	A2	61,803	B2	77,558	C2	93,311
L3	50,897	A3	63,016	B3	78,770	C3	94,523
L4	52,109	A4	64,227	B4	79,981	C4	95,735
L5	53,321	A5	65,439	B5	81,193	C5	96,947
L6	54,532	A6	66,652	B6	82,405	C6	98,158
L7	55,745	A7	67,864	B7	83,617	C7	99,371
L8	56,956	A8	69,074	B8	84,828	C8	100,583
L9	58,168	A9	70,285	B9	86,040	C9	101,794
L10	59,379	A10	71,499	B10	87,252	C10	103,006
L11	60,592	A11	72,711	B11	88,465	C11	104,217
L12	61,803	A12	73,921	B12	89,675	C12	105,430
L13	63,016	A13	75,133	B13	90,888	C13	106,641
L14	64,227	A14	76,346	B14	92,099	C14	107,853
L15	65,439	A15	77,558	B15	93,311	C15	109,066
L16	66,652	A16	78,770	B16	94,523	C16	110,276
L17	67,864	A17	79,981	B17	95,735	C17	111,489
L18	69,074	A18	81,193	B18	96,947	C18	112,700
L19	70,285	A19	82,405	B19	98,159	C19	113,913
L20	71,499	A20	83,617	B20	99,370	C20	115,124
L21	72,711	A21	84,828	B21	100,583	C21	116,335

4. Effective July 1, 2009

Lecturer		Assistant Professor		Associate Professor		Professor	
Level	Salary	Level	Salary	Level	Salary	Level	Salary
L1	48,716	A1	60,895	B1	76,728	C1	92,559
L2	49,933	A2	62,112	B2	77,946	C2	93,778
L3	51,151	A3	63,331	B3	79,164	C3	94,996
L4	52,370	A4	64,548	B4	80,381	C4	96,214
L5	53,588	A5	65,766	B5	81,599	C5	97,432
L6	54,805	A6	66,985	B6	82,817	C6	98,649
L7	56,024	A7	68,203	B7	84,035	C7	99,868
L8	57,241	A8	69,419	B8	85,252	C8	101,086
L9	58,459	A9	70,636	B9	86,470	C9	102,303
L10	59,676	A10	71,856	B10	87,688	C10	103,521
L11	60,895	A11	73,075	B11	88,907	C11	104,738
L12	62,112	A12	74,291	B12	90,123	C12	105,957
L13	63,331	A13	75,509	B13	91,342	C13	107,174
L14	64,548	A14	76,728	B14	92,559	C14	108,392
L15	65,766	A15	77,946	B15	93,778	C15	109,611
L16	66,985	A16	79,164	B16	94,996	C16	110,827
L17	68,203	A17	80,381	B17	96,214	C17	112,046

L18	69,419	A18	81,599	B18	97,432	C18	113,264
L19	70,636	A19	82,817	B19	98,650	C19	114,483
L20	71,856	A20	84,035	B20	99,867	C20	115,700
L21	73,075	A21	85,252	B21	101,086	C21	116,917

II. Benefits Eligibility, Premiums and Coverage for Faculty

A. Sessional Faculty

1. Sessional faculty receive 6% pay in lieu of benefits.

B. CLTA, Continuing, Probationary and Tenured Faculty

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

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

- (1) **Eligibility:** All CLTA, Continuing, Probationary and Tenured faculty are eligible to enrol for medical, dental and life insurance coverage (single or dependent, including same-sex spouse), as well as LTD insurance, to take effect on the first day of the month following their date of employment with the University.
- (2) **Payment of Premiums:** Maximum-Load faculty are responsible for 10% of the medical premiums, 20% 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.

III. Pension Eligibility and Contributions for Faculty

A. Sessional Faculty

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

B. CLTA, Continuing, Probationary and Tenured Faculty

1. CLTA, Continuing, Probationary and Tenured faculty are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All CLTA, Continuing, Probationary and Tenured faculty are normally eligible to enrol in the pension plan following one year of employment with the university. Such requirement may be waived by the university at the point of hire in the case of Associate or Full Professors.
 - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings,

which is matched by the University. All contributions are vested following 12 months' participation in the pension plan.

IV. Vacation Entitlement

A. Sessional Faculty

Sessional faculty receive 4% pay in lieu of vacation.

B. CLTA Faculty

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

C. Continuing, Probationary and Tenured Faculty

Continuing, Probationary and Tenured faculty are entitled to annual paid vacation at the following rate:

1. Four weeks/year after one year of continuous service
2. Five weeks/year after eight years of continuous service
3. Six weeks/year after 16 years of continuous service.

Annual paid vacation is not accruable beyond the current year.

Appendix D

Academic Staff Compensation

I. Remuneration

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

All Classifications

ATB increases for all academic staff as follows:

- July 1, 2006 3%
- July 1, 2007 3% (except TA I – undergraduate research assistant)
- July 1, 2008 3%
- July 1, 2009 3%

A. Pay Rate for Teaching Assistants:

- 1. Effective July 1, 2006**

Teaching Assistant I (Marker/Grader):	\$19.97
Teaching Assistant II & III (Tutorial Leader):	\$23.08

- 2. Effective July 1, 2007**

Teaching Assistant I (Undergraduate Research Assistant):	\$15.00
Teaching Assistant II (Marker/Grader):	\$20.57
Teaching Assistant III & IV (Tutorial Leader):	\$23.77
Teaching Assistant V (Graduate Research Assistant):	\$23.77

- 3. Effective July 1, 2008**

Teaching Assistant I (Undergraduate Research Assistant):	\$15.45
Teaching Assistant II (Marker/Grader):	\$21.19
Teaching Assistant III & IV (Tutorial Leader):	\$24.48
Teaching Assistant V (Graduate Research Assistant):	\$24.48

- 4. Effective July 1, 2009**

Teaching Assistant I (Undergraduate Research Assistant):	\$15.91
Teaching Assistant II (Marker/Grader):	\$21.82
Teaching Assistant III & IV (Tutorial Leader):	\$25.22
Teaching Assistant V (Graduate Research Assistant):	\$25.22

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, 2006

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	40,384
Dc2	41,538
Dc3	42,691
Dc4	43,845
Dc5	44,999
Dc6	46,152
Dc7	47,306
Dc8	48,460
Dc9	49,614
Dc10	50,768
Dc11	51,922
Dc12	53,076
Dc13	54,230
Dc14	55,383
Dc15	56,538
Dc16	57,690
Dc17	58,844
Dc18	59,999
Dc19	61,152
Dc20	62,306
Dc21	63,460
Dc22	66,552
Dc23	67,740
Dc24	68,929

2. Effective July 1, 2007

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	41,596
Dc2	42,784
Dc3	43,972
Dc4	45,160
Dc5	46,349
Dc6	47,537
Dc7	48,725
Dc8	49,914
Dc9	51,102

Dc10	52,291
Dc11	53,480
Dc12	54,668
Dc13	55,857
Dc14	57,044
Dc15	58,234
Dc16	59,421
Dc17	60,609
Dc18	61,799
Dc19	62,987
Dc20	64,175
Dc21	65,364
Dc22	68,549
Dc23	69,772
Dc24	70,997

3. Effective July 1, 2008

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	42,844
Dc2	44,068
Dc3	45,291
Dc4	46,515
Dc5	47,739
Dc6	48,963
Dc7	50,187
Dc8	51,411
Dc9	52,635
Dc10	53,860
Dc11	55,084
Dc12	56,308
Dc13	57,533
Dc14	58,755
Dc15	59,981
Dc16	61,204
Dc17	62,427
Dc18	63,653
Dc19	64,877
Dc20	66,100
Dc21	67,325
Dc22	70,605
Dc23	71,865
Dc24	73,127

4. Effective July 1, 2009

Contract Technicians & Academic Counsellors	
Level	Salary
Dc1	44,129
Dc2	45,390
Dc3	46,650
Dc4	47,910
Dc5	49,171
Dc6	50,432
Dc7	51,693
Dc8	52,953
Dc9	54,214
Dc10	55,476
Dc11	56,737
Dc12	57,997
Dc13	59,259
Dc14	60,518
Dc15	61,780
Dc16	63,040
Dc17	64,300
Dc18	65,563
Dc19	66,823
Dc20	68,083
Dc21	69,345
Dc22	72,723
Dc23	74,021
Dc24	75,321

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, 2006

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	41,370
D2	42,552
D3	43,734
D4	44,915
D5	46,098
D6	47,280
D7	48,462
D8	49,644

D9	50,825
D10	52,008
D11	53,190
D12	54,372
D13	55,553
D14	56,735
D15	57,918
D16	59,099
D17	60,281
D18	61,464
D19	62,646
D20	63,827
D21	65,011
D22	66,192
D23	67,373
D24	68,555

2. Effective July 1, 2007

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	42,611
D2	43,829
D3	45,046
D4	46,262
D5	47,481
D6	48,698
D7	49,916
D8	51,133
D9	52,350
D10	53,568
D11	54,786
D12	56,003
D13	57,220
D14	58,437
D15	59,656
D16	60,872
D17	62,089
D18	63,308
D19	64,525
D20	65,742
D21	66,961
D22	68,178
D23	69,394
D24	70,612

3. Effective July 1, 2008

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	43,889
D2	45,144
D3	46,397
D4	47,650
D5	48,905
D6	50,159
D7	51,413
D8	52,667
D9	53,921
D10	55,175
D11	56,430
D12	57,683
D13	58,937
D14	60,190
D15	61,446
D16	62,698
D17	63,952
D18	65,207
D19	66,461
D20	67,714
D21	68,970
D22	70,223
D23	74,476
D24	72,730

4. Effective July 1, 2009

Permanent & Probationary Technicians & Academic Counsellors	
Level	Salary
D1	45,206
D2	46,498
D3	47,789
D4	49,080
D5	50,372
D6	51,664
D7	52,955
D8	54,247
D9	55,539
D10	56,830
D11	58,123
D12	59,413
D13	60,705
D14	61,996
D15	63,289

D16	64,579
D17	65,871
D18	67,163
D19	68,455
D20	69,745
D21	71,039
D22	72,330
D23	73,620
D24	74,912

II. Benefits Eligibility, Premiums and Coverage for Academic Staff

A. Teaching Assistants and Contract Academic Staff

- Teaching Assistants and Contract Academic Staff receive 6% pay in lieu of benefits.

B. Probationary and Permanent Technicians and Academic Counsellors

- Probationary and Permanent Technicians and Academic Counsellors are eligible for the following benefits coverage:

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

- 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.
- Payment of Premiums:** Maximum-Load Technicians and Academic Counsellors are responsible for 10% of the medical premiums, 20% 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%.
- Medical Coverage:** According to the current employee group benefits booklet.
- Dental Coverage:** According to the current employee group benefits booklet.
- Life Insurance:** According to the current employee group benefits booklet.
- Long-Term Disability Insurance:** According to the current employee group benefits booklet.

III. Pension Eligibility and Contributions for Academic Staff

A. Teaching Assistants and Contract Academic Staff

- Teaching Assistants and Contract Academic Staff are not eligible to participate in the University's pension plan.

B. Probationary and Permanent Technicians and Academic Counsellors

1. Probationary and Permanent Technicians and Academic Counsellors are eligible to participate in the University's pension plan as follows:
 - a. **Eligibility:** All Probationary and Permanent Academic Counsellors are eligible to enrol in the pension plan following one year of employment with the University.
 - b. **Contributions:** The defined-contribution pension plan provides for a choice of contribution level by the employee, to a maximum of 7.5% of gross earnings, which is matched by the University. All contributions are vested following 12 months' participation in the pension plan.

IV. Vacation Entitlement

A. Teaching Assistants and Contract Academic Staff

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:
 4. Three weeks/year after one year of continuous service
 5. Four weeks/year after six years of continuous service
 6. Five weeks/year after 12 years of continuous service
 7. Six weeks/year after 18 years of continuous service.

Annual paid vacation is not accruable beyond the current year.

2. Probationary and Permanent Technicians and Academic Counsellors working less than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:
 1. 6% after one year of continuous service
 2. 8% after six years of continuous service
 3. 10% after 12 years of continuous service
 4. 12 % after 18 years of continuous service

Vacation time is paid out on the last pay of the academic year. Those wishing to take vacation time off, rather than receiving vacation pay, may do so with the approval of their supervisor. Such approval shall take into consideration operational efficiencies of the area, and shall not be unreasonably withheld. Vacation time taken is deducted from vacation pay owing.

Appendix E

PANEL OF ARBITRATORS

Kevin Burkett
Gerald Charney, Q.C.
Louisa Davie
William Kaplan
Paula Knopf
Mort Mitchnick
Kenneth Swan
Martin Teplitsky, Q.C.