

Memorandum of Agreement July 1, 2020 to June 30, 2023:  
As of: May 7, 2021 (Date of Arbitration Award)

**1. ITEMS AGREED TO DURING BARGAINING**

Article#

23.3           Modify Article 23.3

**23.3 Hiring of Sessional Faculty**

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

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

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

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

23.5           Modify Article 23.5

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

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

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

23.5.4.2 1 Tenured faculty selected in accordance with Article 22.1;

23.5.4.3 1 Tenured/tenure-track faculty selected in accordance with Article 22.1; and

23.5.4.4 1 additional OCAD U faculty member internal or external to the Faculty may be added at the discretion of the Committee for diversity and/or specific expertise (voting).

23.7           Modify Article 23.7

**23.7 Hiring of CLTA Faculty**

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

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

23.7.3.2 1 Tenured faculty selected in accordance with Article 22.1;

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

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

23.9           Modify Article 23.9

**23.9 Hiring of New Continuing Faculty**

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

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

23.9.2.2 Associate Dean (or designate);

23.9.2.3 1 Tenured faculty selected in accordance with Article 22.1;

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

23.9.2.5 1 additional internal or external faculty member may be added at the

- 19.6 discretion of the Committee for diversity and/or specific expertise  
Modify article 19.6; Add subsections 19.6.3 and 19.6.4

### **19.6 Overload Rate**

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

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

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

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

- 19.9.3 Add new Article 19.9.3:

### **19.9.3 Adoption Leave**

19.9.3 Upon their provision to the University of documentation of employment insurance benefits for parental leave, the University will provide the employee with a salary top-up in keeping with its faculty maternity leave provisions: 90% of salary for the first two weeks of leave, and a top-up to 90% of salary for a further 15 weeks

- Appendix D: Academic Staff Compensation. Add new  
**Part IV. Vacation Entitlement**

### **B. Probationary and Permanent Technicians & Academic Counsellors**

Annual paid vacation is not accruable beyond the current year-September 1<sup>st</sup> of any year.

- 20.4 Modify Article 20.4

### **20.4 Service**

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

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

20.4.1.2 Serving as a Cross-Appointed Faculty Representative and/or assisting in the communication of information from Home Faculty and program meetings to cross-appointed faculty from other Home Faculties;

20.4.1.3 Admission interviews and portfolio review;

20.4.1.4 Participation in University projects/activities/ceremonies, including Annual Student Exhibition, Scholarships & Awards, Graduation, National Portfolio Day, and other special events;

20.4.1.5 General student advising support and mentorship, advising student groups, and advising students ~~re. special projects~~;

20.4.1.6 Mentoring of junior and/or Sessional faculty;

20.4.1.7 Coordinating courses with multiple sections and/or cohorts

20.4.1.8 Serving on Committees with Faculty Representation;  
20.4.1.9 Assisting with community outreach, University fundraising, sponsorships, marketing and public relations, including acting as a University spokesperson/ambassador;  
20.4.1.10 OCADFA service;  
20.4.1.11 Special assignments and administrative responsibilities;  
20.4.1.12 Assisting with resource and facility development, including ~~Fabrication Studios, Library, AV & Imaging Services, Academic Computer Centre, OCAD U Gallery, etc;~~  
20.4.1.13 Representing OCAD U on external boards, juries, committees, or as a thesis or program adviser; and  
20.4.1.14 Researching other educational institutions and their pedagogical practices, studio facilities, learning resources, etc.

16.5.2 Modify Article 16.5.2:

**16.5.2 Probationary faculty:**

16.5.2.1 May be Maximum-Load or Partial-Load;  
16.5.2.2 May hold the Rank of Assistant Professor, Associate Professor or Professor;  
16.5.2.3 Appointments shall normally be ~~5~~ 6 years, and may be waived or reduced if warranted by the candidate's rank and experience; and  
16.5.2.4 Are subject to annual Performance Reviews, with a comprehensive Peer Review prior to awarding of Tenured status, such status not to be unreasonably withheld.

17.2 Modify Article 17.2: Lecturer Promotion of Rank

**17.2 Lecturer**

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

24.4 Modify Article 24.4:

**24.4 Peer Review**

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

21.8 Modify Article 21.8

**21.8 Professional Development Decisions**

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

21.8.2.1 The content and quality of each proposal;  
21.8.2.2 The merits of each proposal and its relevance to the faculty member's Teaching duties and Professional Practice/Research;  
21.8.2.3 The relevance of each proposal to the University's educational objectives;  
~~21.8.2.4 Recommendations regarding Professional Development arising from faculty's~~

~~Performance Reviews;~~

21.8.2.5 Faculty members' previous Professional Development opportunities, including prior Sabbaticals (if any), which may include reports on accomplishments during such prior Professional Development;

~~21.8.2.6 Faculty members' years of Service;~~

21.8.2.7 Faculty members' record of Service; and

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

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

23.2.2 In consultation with other Deans of Faculty and, where relevant, Associate Dean(s), each Dean of Faculty prepares Course Load and Workload assignments for the coming year. In the event of significant changes to teaching assignments and scheduling, particular emphasis is placed on timely consultation with individual faculty directly affected. The Dean of Faculty will make every effort to notify faculty no later than ~~January 15~~ March 1 of their teaching assignment for the following Academic Year.

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

**23.2.1.2 Leave of Absence:**

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

16.3 Modify Article 16.3; Add subsection 16.3.2.7

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

16.3.2.1 Replacements for Tenured faculty who are on Sabbatical, Leave of Absence, or appropriate special assignment;

16.3.2.2 Faculty hired to respond to specific Teaching & Teaching-Related, Professional Practice/Research, or other needs, which the University, for academic and/or budgetary reasons, does not wish to result in a Probationary, Tenured or Continuing appointment;

16.3.2.3 Faculty on exchange from other institutions;

16.3.2.4 Artists-in-residence and designers-in-residence;

16.3.2.5 Faculty whose positions are externally funded; ~~and~~

16.3.2.6 Faculty hired as a result of a failed search; and

16.3.2.7 Graduates from other institutions holding postgraduate fellowships at OCAD University.

16.5.3 Add new subsection 16.5.3

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

20.2 Modify Article 20.2.1.4

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

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

20.2.1.1 Course development, including research of current subject matter and literature, and consideration of appropriate teaching and learning methodologies;

20.2.1.2 Course preparation including organization of teaching and learning materials, other resources, visiting lecturers, etc.;

20.2.1.3 Course delivery, including distribution of course outline, classroom/studio contact hours, course-related student advising, and grading/evaluation;

20.2.1.4 Graduate ~~§~~ student supervision in primary and secondary and advising re advisor capacities, serving on graduate student committees, and undergraduate thesis courses, field study and self-directed study;

20.2.1.5 Writing letters of reference;

20.2.1.6 Participation in Home Faculty (see definition, Article 23.12) and program meetings concerning course offerings, curriculum delivery and other matters affecting faculty and students;

20.2.1.7 Studio supervision, where relevant, including teaching, modeling and enforcing proper health & safety procedures, liaison with Studio Manager and Technicians, and supervision of class assistants and student monitors;

20.2.1.8 Mandatory participation in health & safety, WHMIS, and first aid training, ~~as specified by the Manager, Health & Safety~~; participation in the provision of a safe and secure environment for all members of the university community and its facilities;

20.2.1.9 Participation in the provision of a safe and secure environment for all members of the university community and its facilities;

20.2.1.10 Supervision, where relevant, of Teaching Assistants;

20.2.1.11 Upgrading of teaching skills and appropriate use of learning technologies;

20.2.1.12 Upgrading meeting academic and curricular requirements and deadlines; and

20.2.1.13 Preparing and submitting Annual Reports (except in the case of Sessional faculty)

20.3 Modify Article 20.3

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

20.3.1 The purpose of Professional Practice/Research is to provide both the basis for ongoing engagement and ~~growth~~ professional development of the Faculty member within her or his chosen discipline and to support the University's profile, its mission, and its research initiatives. In addition to scholarship, such activity shall include, including creative practice (Art, Design, Media) art and/or design practice which contributes leads to the production of new knowledge that is shared within a wide community of peers. Professional Practice/Research is fundamental to a faculty member's growth and ongoing achievement as a creative practitioner and/or academic researcher. A faculty member's "Professional Practice/Research" may include, but is, not limited to, the following:

20.3.1.1 Art and/or design practice;

20.3.1.2 Original research, writing, publication and scholarship;

20.3.1.3 Public and commercial exhibition/presentation/performance/media activity and other forms of dissemination;

20.3.1.4 Curating and criticism;

20.3.1.5 Delivering guest/special lectures, participating in conferences, etc.;

20.3.1.6 Teaching at other institutions;

20.3.1.7 Active participation with professional bodies and other relevant organizations;

20.3.1.8 Serving on external boards, juries, committees, or as a thesis or program adviser, thesis committee member, or external examiner at universities other than OCAD U;

20.3.1.9 Consulting work relating to the art, design, education, private, corporate or government sectors; and  
20.3.1.10 ~~Maintaining currency as a professional art/design practitioner and/or academic researcher.~~

21.6 Modify Article 21.6

### **21.6 Sabbatical Funding**

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

17.3 Modify Article 17.3; Add subsection 17.3.1.4

#### **17.3.1.1 “Assistant Professors” have the following qualifications:**

17.3.1.1 ~~Advanced degree~~ Terminal Degree (PhD, MFA, MDes) in the relevant discipline  
~~Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee~~

17.3.1.2 ~~Minimum of 2 years~~ Relevant teaching experience, preferably at the post-secondary level ~~(or equivalent);~~

17.3.1.3 Relevant professional practice/experience

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

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

17.4 Modify Article 17.4; Add subsection 17.4.1.5

#### **Associate Professor**

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

17.4.1.1 ~~Advanced degree~~ Terminal degree (PhD, MFA, MDes) in the relevant discipline.  
~~Exceptions may be considered on the basis of outstanding career achievement on the recommendation of the hiring committee;~~

17.4.1.2 Minimum of 5 years relevant teaching experience, preferably at the post-secondary level, as an Assistant Professor (or equivalent);

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

17.4.1.4 Record of committed Service in a post-secondary institution.

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

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

24.1 Modify Article 24.1

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

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

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

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

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

## 20.5 Amend Article 20.5 as follows

### Conflict of Commitment

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

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

## 28.3 Modify Articles 28.3 – 29.4.6 as follows

### Teaching Assistant/Research

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

28.3.1.1 Contract.

## 29.4 Teaching/Research Assistant - Contract Appointment

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

29.4.1.1 ~~Teaching Assistant I (Undergraduate Research Assistant), with responsibilities outlined in Article 37.4.2~~

29.4.1.2 ~~Teaching Assistant II (Marker/Grader), with responsibilities limited to those outlined in Articles 37.4.1.1 and 37.4.1.4 only;~~

29.4.1.3 ~~Teaching Assistant III (Tutorial Leader), with responsibilities as outlined in Articles 37.4.1.1 to 37.4.1.5 and Articles 37.4.1.7 to 37.4.1.8; or~~

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

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

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

29.4.3 Teaching/Research Assistants:

29.4.3.1 Have no job security beyond the current contract;

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

29.4.3.3 Are normally not renewable beyond 3 years.

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

29.4.5 Teaching/Research Assistants are intended to assist, rather than replace, faculty in the delivery of curriculum or carrying out research activities. Because Teaching/Research Assistants are temporary employees with whom the University does not have a long-term employer/employee relationship, they are hired on the basis of fixed-term contracts, and receive additional pay in lieu of benefits. The maximum renewal period is intended to ensure the ongoing creation of employment opportunities for new Teaching/Research Assistants, and to ensure that increased expectations for Teaching/Research Assistants are not made beyond those outlined in Article 37.4.

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

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**Modify Article 24 as follows:**

*Note: the parties agree to that implementation of this article will be a standing item for joint committee*

**Hiring of Teaching/Research Assistants**

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

34.5.1 Returning graduate students and/or current Teaching Assistants who seek a work assignment for the following Academic Year must indicate their interest in writing to the Associate Dean of Faculty or supervising faculty member no later than February 1. Such expressions of interest will include areas of expertise, past teaching assistant experience, and preference regarding their assignment.

(Add New)

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

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

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

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

~~34.5.4 Teaching Assistant I and V Undergraduate and Graduate Research Assistant appointments are recommended by the supervising faculty member~~ Principal

Investigator to the Office of the ~~Vice-President~~, Research & Innovation for approval.  
~~Graduate Studies.~~

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

~~34.5.6 The Chair (or designate) The Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) may check professional references for new Teaching Assistant appointments, and convey the results to the Committee. For Teaching Assistants seeking re-appointment, the Committee Associate Dean of Faculty or designate reviews the applicant's previous Performance Reviews.~~

~~34.5.7 The Committee Associate Dean of Faculty or designate or Principal Investigator (in the case of Research Assistants) makes a determination as to the most qualified candidate(s). Should there be any concerns with respect to the decision or process followed the Chair refers the matter back to the Committee for further discussion and deliberation.~~

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

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

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

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### **Internal Applicants for Teaching/Research Assistant Positions**

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

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

### **Years of Service**

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

37.4

Modify Articles 37.4 – 38.1.1.1 as follows

### **37.4 Teaching/Research Assistant**

37.4.1 ~~Teaching Assistant II, III, Marker/Grader and IV-Tutorial Leader~~ responsibilities may include, but are not limited to, the following:

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

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

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

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

### **Academic Staff Qualifications**

#### **Teaching/Research Assistant**

38.1.1 Teaching/Research Assistants have the following qualifications:

- Completion of a relevant graduate degree or current enrollment in a relevant graduate program and/or equivalent training and professional experience, with the exception of ~~Teaching Assistant I (Undergraduate Research Assistants)~~.
- ~~Teaching Assistant I (Undergraduate Research Assistants)~~ will have the completion of a relevant undergraduate degree or current enrollment in a relevant undergraduate program and/or equivalent training and professional experience;
- Where relevant, sound knowledge of, and commitment to, healthy and safe work practices; and
- Where relevant, strong organizational, interpersonal, oral and written communications, and problem-solving skills.

20.1 Modify Article 2.1, 20.2, 20.3,26.2

### **2.1 Recognition**

- 2.1.4 "Academic Staff" include those who directly facilitate student learning within the OCAD U credit curriculum, specifically:
  - 2.1.4.1 Technicians;
  - 2.1.4.2 Academic Counsellors; and
  - 2.1.4.3 Teaching/Research Assistants.

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

- 20.2.1.10 Supervision, where relevant, of Teaching Assistants;

### 20.3 Professional Practice/Research

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

#### 20.3.1.11 Supervision, where relevant, of Research Assistants

### 26.2 Distribution of Course Load

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

26.2.1.5 Course-related responsibilities (e.g. tutorial direction, thesis supervision, supervision of Teaching Assistants, grading responsibilities, course preparation);

26.2.1.6 Research-related responsibilities, including supervision of Research Assistants (except in in the case of Teaching-Intensive Stream faculty, if applicable), subject to approval of Dean of Faculty

19

Modify Article 19 as follows:

#### **Maternity Pregnancy Leave**

~~19.1.1.1.1 Unpaid maternity leave is available to members of faculty as provided in the *Employment Standards Act* for a total of 17 weeks.~~

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

Faculty members seeking ~~maternity pregnancy~~ leave must provide a medical certificate to support their request, and shall provide the Associate Dean or designate and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A faculty member who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).

~~Effective July 1, 2017, Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act*, shall receive the following supplemental employment insurance benefits:~~

For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;

For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits. For Teaching-Intensive Stream, CLTA, and Continuing faculty, such supplemental benefits continue only to the conclusion of the employment contract (if applicable).

~~on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top-up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks; insofar that such a top-up is permitted under the applicable Employment Insurance rules.~~

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

#### 19.1.2 Parental Leave

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

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

Teaching-Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental insurance benefit:

19.1.2.3 For the one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.

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

19.9.2.4 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a

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

### 19.1.3 **Benefits while on Maternity Pregnancy and Parental Leave**

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

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

## ~~19.2 **Paternity Leave**~~

~~19.2.1 Paid paternity leave for a period of 3 working days is available to members of Teaching Intensive Stream, CLTA, Continuing, Probationary and Tenured faculty. Extensions for compassionate reasons may be considered.~~

*(Add New) 19.2 Supplementary Parental Leave*

## **19.2 Supplementary Parental Leave**

19.2.1.1 Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 19.1 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

Modify Article 31 as follows: *Mirrored Changes for Academic Staff (Probationary and Permanent Technicians and Academic Counsellor)*

## **31.1 Maternity Pregnancy and Parental Leave**

### 31.1.1 **Maternity Pregnancy Leave**

~~Unpaid maternity leave is available to all members of academic staff as provided in the *Employment Standards Act* for a total of 17 weeks.~~

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

Academic staff seeking maternity pregnancy leave must provide a medical certificate to support their request, and shall provide their direct Supervisor and Human Resources with reasonable notice to enable the University to hire a suitable replacement. Such notice shall include the dates upon which the leave will begin and end. A member of academic staff who has given notice to return to work at the end of a pregnancy or parental leave may change the expected date of return to work to an earlier or later date

provided the employee gives written notice to the University at least four (4) weeks prior to the earlier date (to return earlier) or the initial date the leave was to end (to return later).

~~Effective July 1, 2017, Probationary and Permanent Technicians on maternity leave and Probationary and Permanent Academic Counsellors on maternity leave are eligible for full pay for the first 2 weeks of the leave. In addition, those in receipt of Employment Insurance maternity leave benefits shall receive a top up of 90% of their full salary from the third week of the leave to a maximum of 15 weeks, insofar as such a top up is permitted under the applicable Employment Insurance rules. Probationary and Permanent Technicians and Academic Counsellors on maternity leave, who qualify for employment insurance maternity benefits are eligible for 2 weeks at full pay and fifteen weeks at 90% of salary, less the amount of such maternity benefits. For Probationary and Permanent Technicians and Academic Counsellors taking maternity leaves of up to 17 weeks, benefits and pension coverage is maintained as prior to such leave.~~

~~Effective July 1, 2017, Probationary and Permanent Technicians and Academic Counsellors entitled to pregnancy leave under this Article who apply for and receive employment insurance pregnancy leave benefits pursuant to the relevant provisions of the *Employment Insurance Act*, shall receive the following supplemental employment insurance benefits:~~

~~For the one-week employment insurance waiting period of the pregnancy leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance pregnancy benefits;~~

~~For subsequent consecutive weeks of the pregnancy leave, to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance pregnancy benefits.~~

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

### 31.1.2 Parental Leave

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

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

31.1.2.2 Probationary and Permanent Technicians and Academic Counsellors entitled to parental leave under this Article who apply for and receive employment insurance parental benefits pursuant to the relevant provisions of the *Employment Insurance Act* may receive the following supplemental insurance benefit:

- 31.1.2.3 For the one-week (1) employment insurance waiting period of the parental leave, payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits, if any, and any other earnings provided the employee presents proof to the University that they have applied for and are eligible to receive employment insurance parental benefits. This benefit does not apply in the case where the waiting period has already been served under pregnancy or parental leave provisions.
- 31.1.2.4 *Standard Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of eighteen (18) additional weeks payments equivalent to the difference between ninety-five percent (95%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the standard leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.
- 31.1.2.5 *Extended Parental Leave:* For subsequent consecutive weeks of the parental leave, to a maximum of thirty (30) additional weeks payments equivalent to the difference between fifty-seven percent (57%) of the employee's regular weekly earnings and the total sum of the employee's weekly employment insurance benefits and any other earnings per the extended leave benefit. Such payment shall commence following completion of the one (1) week waiting period referred to above and receipt by the University of the employee's employment insurance cheque stub as proof that they are in receipt of employment insurance parental benefits.

#### **Benefits while on Maternity-Pregnancy and Parental Leave**

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

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

### **31.2 Paternity Leave**

- ~~31.2.1 Paid paternity leave for a period of 3 working days is available to members of Probationary and Permanent Technicians and Academic Counsellors. Extensions for compassionate reasons may be considered.~~

*(Add New) 31.2 Supplementary Parental Leave*

#### **31.2 Supplementary Parental Leave**

Supplementary Parental Leave shall be available to employees except those eligible for Pregnancy Leave Benefit under Article 31.1 above. A leave of absence of up to five (5) days with pay shall be granted to eligible employees, at the time requested by the employee, but in all cases, within thirty (30) days after the child is born or comes into the custody, care and control of the parent for the first time. Supplementary Parental Leave shall be without loss of regular pay, but it is understood that an employee shall not receive payment for absence on a day or days on which the employee would not otherwise have worked.

- 16.3 Modify Article 16.3.3 as follows:

16.3.3 CLTA faculty:

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

14 Modify Article 21.7 as follows

21.7.1 Tenured faculty are eligible to apply for Sabbaticals if they have served as Probationary or Tenured faculty for a minimum of 6 years since joining the University and have:

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

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

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

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

## 2. ITEMS AGREED TO DURING MEDIATION

### Article#

21.6.3 Modify Article 21.6.3 as follows:

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

27 Modify Article 27 as follows:

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

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

29.4 Modify Article 29 as follows:

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

29.4.8 Teaching Assistantships will be assigned in accordance with the criteria set out in Letter of Understanding [ XX]. All duties and responsibilities shall be in accordance with those

outlined in article 37.4.

24.4 Modify Article 24.4 as follows:

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

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

24.4.5.2 The Chair of Senate, and;

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

24.5 Modify Article 24.5 as follows:

24.5.2 A Peer Review Appeal is initiated when a faculty member submits a "Request for Peer Review Appeal" ~~to Human Resources Office of the Vice-President Academic~~ within 14 calendar days following notification of the Peer Review decision which the faculty member wishes to appeal.

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

24.3 Modify Article 24.3

### **Performance Reviews**

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

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

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

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

24.3.4.1 "Basic Expectations" shall include the following:

- Submitting Annual Report;
- Submitting course outlines to Faculty Office prior to start of semester;
- Responsibly managing student contact hours, e.g., arriving on time for classes, being available to students during pre-arranged office hours (generally one hour per course per week), arranging for substitute or make-up class for any class hours missed;
- Reporting any absences and make-up arrangements to the Faculty Office;
- Submitting all grades on time
- Fulfilling applicable faculty responsibilities as outlined in article 20

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

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

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

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

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

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

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

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

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

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

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

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

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

~~24.3.8.3~~ All Deans of Faculty

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

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

- 24.3.9 The Merit Review Committee shall award merit progress increments based on each faculty member's application, subject to the merit of the application, in accordance with the standards of performance described in Appendix B and subject to the total funding available. Meritorious applications will be awarded merit increments of half step(s) (0.5) to a maximum of one (1) step. Any step shall be awarded as defined by 24.3.8.1 for a maximum of three (3) years. The recommendations resulting from all Performance Reviews shall be submitted to the University Performance Review Committee (comprising the Vice-President, Academic and the three Deans of Faculty) no later than April 1<sup>st</sup> for review and final approval. This Committee shall be responsible for maintaining consistent standards across the University.
- 24.3.10 All awarded Career/Merit Progress Increments shall be effective July 1<sup>st</sup> of the Review Year.
- 24.3.11 The total number of steps awarded (Career/Merit Progress Increments) shall not exceed 1.2 times the number of faculty members eligible for career progress increments.
- 24.3.12 The results of the ~~Performance~~ Merit Review shall normally be communicated to the faculty member in writing no later than May 15<sup>th</sup> of the review year and shall include a brief report of the committee's findings, an overall assessment of his/her strengths and/or recommendations for improvement.
- 24.3.13 In the event that a faculty member is unsuccessful in the application for a merit increase, the career progress increment shall nevertheless be awarded.
- 24.3.14 A faculty member who disagrees with the Performance Review and/or its recommendations may discuss his/her concerns with the Dean (or Designate) ~~Associate Dean~~. In the event that a satisfactory resolution is not found, the faculty member may appeal the matter in writing to the ~~Dean of Faculty~~ Vice-President, Academic, who will make a determination.

Letter of Understanding re: TA Assignments - to be incorporated as Appendix G

**Letter of Understanding (LOU)**

-- Between --

OCADU Faculty Association (the "Association")

-- And --

OCAD University (the "Administration")

(Together referred to as "the Parties")

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

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

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

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

Lecture & Studio Seminar	Greater than 45 students	Typically assigned 1.5 hours per student over 45
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If a course has 90 - 150 students, one Tutorial Leader, and one possible Marker/Grader, may be assigned. If a course has more than 151 students, two Tutorial leaders, and one possible Marker/Grader, may be assigned.

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

Tutorial Leaders are expected to attend class.

\_\_\_\_\_  
For the Association

DATE:

\_\_\_\_\_  
For the University

DATE: