

Memorandum of Settlement for a Memorandum of Agreement
for the period of July 1, 2016 to June 30, 2020

Between:

OCAD University (“the University”)

and

Ontario College of Art & Design Faculty Association (“OCADFA”)

(together “the parties”)

1. The parties agree that the terms of this Memorandum of Settlement constitute a full and final settlement of a renewal Memorandum of Agreement (“MOA”) between them. The renewal MOA shall be in the form of the preceding MOA subject to the changes and amendments detailed at Appendix A. All such changes and amendments shall be effective from ratification forward unless otherwise stated below.
2. The University when next tendering its long-term disability insurance plan will seek to obtain a plan which permits probationary and permanent technicians and academic counsellors to elect LTD continuation on the same terms as specified in Article 31.2.2 and 31.3.2 of the MOA. OCADFA hereby withdraws all academic staff grievances respecting technician benefits.
3. The annual professional development stipend for permanent and probationary Technicians and Academic Counsellors will be increased from \$350 to \$500, prorated according to workload, effective July 1, 2017.
4. The parties agree that there shall be a joint committee with equal representation from the parties to review and make recommendations with respect to Article 24.3 and Appendix B – Standards of Performance, Criteria for Promotion of Academic Rank and Descriptions for each Rank (and Category), including the standards for professional practice and/or research appropriate to liberal arts and science and studio-based education, the faculty performance review process, the criteria for initial grid/rank placement, and promotion of academic rank. The Teaching Intensive Stream category and the allocation and supervision of Teaching Assistants shall be included in this review.
5. Within four weeks of the ratification of this Memorandum of Settlement, the parties shall meet to review the University’s current criteria for the allocation of teaching assistantships. Thereafter and for the duration of the renewal Memorandum of Agreement, the University will advise the Association of any changes to such criteria.
6. The Presidential Task Force on the Under-Representation of Racialized and Indigenous Faculty issued its report and recommendations in April 2017. The University and OCADFA will each appoint two representatives to serve on a joint working group to review the

Report and make recommendations for any appropriate amendments to the Memorandum of Agreement. The working group will report to the parties no later than October 1, 2018. The parties will have until December 1, 2018 to effect the necessary amendments. If the parties are unable to agree, either of them may refer the matter to Arbitrator William Kaplan who will be authorized to amend the Memorandum of Agreement as necessary to implement the recommendations of the Presidential Task Force.

7. As a transitional measure, Continuing Faculty with contracts in place as of January 1, 2017 ("current contracts") and whose contracts are thereafter renewed and in effect as of July 1, 2018 and/or June 30, 2019, will be permitted to continue to teach the number of courses under their current contracts (not including overload), after course-load reductions described herein take effect, despite exceeding 50% workload, to maximum of 60% (never to exceed three courses per year).
8. New LAS sessionals hired to teach in the 2017/18 and 2018/19 academic years will be placed no lower than Step L1 in 2017/18 and no lower than Level 2 in 2018/19.
9. As of July 1, 2018, existing sessional faculty will be moved to the new sessional salary scale as follows:

S1 – Level 1
S2 – Level 1
S3 – Level 2
S4 – Level 2
L1 – Level 2
L2 – Level 3
L3 – Level 4

As of July 1, 2019, existing sessional faculty will be moved to the new sessional salary scale as follows:

Levels 1 & 2 – Level 1
Level 3 – Level 2
Level 4 – Level 3

10. Existing Teaching-Intensive Stream faculty may request a contract amendment in accordance with article 27.4.2 of the renewal Memorandum of Agreement and article 27.5.1 shall apply.
11. The University's Graduate Supervision Policy will be replaced with a new policy in the form attached as Appendix B. Existing graduate stipend commitments are grandfathered in accordance with the Memorandum of Understanding dated June 13, 2011 and its Appendix A: 'OCAD University Policy on Graduate Student Supervision – Compensation'. That policy shall remain in effect only for the purposes of the administration of stipend in accordance with this paragraph. For all new graduate student supervision commitments effective

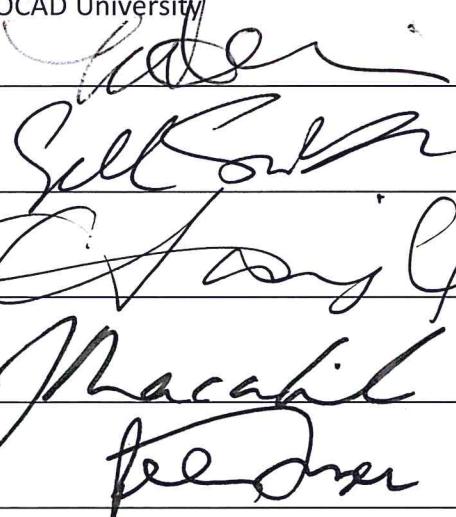
July 1, 2018, all graduate stipends will be reduced to \$1,750 (principal advisor Masters thesis) / \$250 (committee member) / \$1,000 (principal advisor MRP) / \$300 (independent studies course). For all new graduate student supervision commitments effective July 1, 2019, all graduate stipends will be reduced to \$875 (principal advisor Masters thesis) / \$125 (committee member) / \$500 (principal advisor MRP) / \$150 (independent studies course). For all new graduate supervision commitments effective June 30, 2020, there shall be no graduate stipends.

12. The parties shall renew their Memorandum of Understanding regarding OCAD University Policy on Intellectual Property Rights for the duration of the renewal MOA.
13. It is agreed and understood that in the negotiations leading to this Memorandum of Settlement:
 - a. OCADFA sought the elimination of interest arbitration and the establishment of a strike/lockout regime; and
 - b. the University sought the elimination of the cap on the Full Professor salary grid (Appendix C, item 1C, Pay Scales for Tenured, Probationary and Continuing Faculty).
14. This Memorandum of Settlement and the renewal MOA are subject to ratification by the University's Board of Governors and by the OCADFA membership. OCADFA shall advise the University with respect to its members' ratification by September 29, 2017. The University shall advise OCADFA with respect to the University's ratification by August 24, 2017. The signatories shall preserve the confidentiality of the terms of this Memorandum of Settlement and the renewal MOA pending their respective ratification processes.
15. The signatories to this Memorandum of Settlement undertake to recommend ratification of this Memorandum of Settlement and the renewal MOA by their principals, and to work actively, both separately and together, to achieve that result.
16. This Memorandum of Settlement and the renewal MOA shall come into effect at the date of ratification by the second of the ratifying parties. No changes brought about under this Memorandum of Settlement or the renewal MOA shall have retroactive effect unless specified herein.
17. Following ratification but before the renewal MOA is printed for distribution, the parties shall meet to proofread, correct grammar, terminology, numbering and other non-substantive housekeeping items. All changes resulting from such a meeting are subject to both parties' agreement.

18. This Memorandum of Settlement represents full and complete settlement of all bargaining issues between the parties, and all outstanding proposals are withdrawn.

Signed at Toronto, this 17th day of July, 2017.

OCAD University


John G. MacEachern
President


Adam R.

OCADFA


Ronald J. O'Leary
President

Appendix A

19. Amend Article 11 as follows:

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

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

20. TIS studio faculty: 1 course reduction July 1, 2017, 1 course reduction July 1, 2018, 1 course reduction June 30, 2019. Studio faculty: 1 course reduction July 1, 2018 and 1 course reduction June 30, 2019. Sessional cap waived to facilitate as per past practice.

Add to Article 26.1.1 as follows:

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

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

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

21. Add 7 steps to each of the Assistant Professor and Associate Professor grids, effective July 1, 2017. Add 7 steps to the Full Professor grid for Tenured, Probationary and Continuing Faculty, effective July 1, 2017.

22. Amend 16.2.2.1 to read “May hold the Rank of Lecturer or Assistant Professor”.

23. Amend Article 19.1.1.1 as follows:

A per-course Pay Scale (see Appendix C), placement on which reflects experience and career achievement;

24. Amend Appendix C, Article I A (Pay Scales for Sessional Faculty) as follows:

Effective July 1, 2017, 1.5% increases to be applied.

Effective January 1, 2018, 1.5% increases to be applied.

Effective July 1, 2018:

Level	Rate
1	5,273
2	6,131
3	7,153
4	8,173

Effective July 1, 2019:

Level	Rate
1	6,223
2	7,260
3	8,296

Effective January 1, 2020:

Level	Rate
1	6,316
2	7,369
3	8,420

25. Appendix C, Article I shall be replaced:

I. Remuneration

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

Sessional Faculty

Increases to be paid according to Pay Scales.

Teaching-Intensive Stream Faculty

ATB increases for teaching-intensive stream faculty as follows:

July 1, 2017 1.5%, January 1, 2018 1.5%
July 1, 2018 1.5%, January 1, 2019 1.5%
July 1, 2019 1.5%, January 1, 2020 1.5%

Contractually Limited Term Appointment Faculty

ATB increases for CLTA faculty as follows:

July 1, 2017 1.5%, January 1, 2018 1.5%
July 1, 2018 1.5%, January 1, 2019 1.5%
July 1, 2019 1.5%, January 1, 2020 1.5%

Tenured, Probationary and Continuing Faculty

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

July 1, 2017 1.5%, January 1, 2018 1.5%
July 1, 2018 1.5%, January 1, 2019 1.5%
July 1, 2019 1.5%, January 1, 2020 1.5%

26. Appendix D, Article I shall be replaced:

I. Remuneration

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

All Classifications

ATB increases for all academic staff as follows:

July 1, 2017 1.5%, January 1, 2018 1.5%
July 1, 2018 1.5%, January 1, 2019 1.5%
July 1, 2019 1.5%, January 1, 2020 1.5%

27. ATB increases are to be applied to the Pay Scales at Appendix C, Article I B & C (all faculty except Sessionals) and to all the Pay Rates and Pay Scales at Appendix D

July 1, 2017 1.5%, January 1, 2018 1.5%
July 1, 2018 1.5%, January 1, 2019 1.5%
July 1, 2019 1.5%, January 1, 2020 1.5%

28. Technician and Academic Counsellor benefits:

- a. New 31.2.2 Probationary Technicians and Probationary Academic Counsellors may elect to continue enrollment in the University's insured benefit plans (with the exception of

Long-term disability benefits) for up to four (4) months following layoff by the University, provided the employee continues to pay his/her portion of the premium costs.

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

- c. Insert after Appendix D, Article IV B 1. d.:

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working 52 weeks per year are entitled to annual paid vacation at the following rate:

- a. Three weeks/year after one year of continuous service
- b. Four weeks/year after five years of continuous service
- c. Five weeks/year after ten years of continuous service
- d. Six weeks/year after 18 years of continuous service

- d. Insert after Appendix D, Article IV B 2. d.:

Effective July 1, 2018, Probationary and Permanent Technicians and Academic Counsellors working less than 52 weeks per year are entitled to pay in lieu of vacation at the following rate:

- a. 6% after one year of continuous service
- b. 8% after five years of continuous service
- c. 10% after 10 years of continuous service
- d. 12% after 18 years of continuous service

29. Amend 19.9.1.3 and 31.7.1.3 to provide top-up to 90% for pregnancy leaves that commence on or after as of July 1, 2017.

30. New article 27.4.2 and renumber existing 27.4.2 and 27.4.3:

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

31. New article 23.5.9.5:

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

32. Amend article 16.2.1 by removing "but have no requirement for Professional Practice/Research" and replace it with "as well as Professional Practice/Research in accordance with article 27.4.2".

33. Amend article 18.2.1 by adding to the end of the article "and which may include Practice/Research in accordance with article 27.4.2".

34. Amend article 18.3.1 by replacing the end of the clause with "full Workload, which includes Teaching & Teaching Related Duties, Professional Practice/Research (in the case of Teaching-Intensive Stream, if applicable) and Service.

35. Amend article 24.2.1 to read "... In the case of Teaching-Intensive Stream faculty, the Annual Report shall also include contributions and accomplishments in Service (as outlined in Article 20.4) and in Professional Practice/Research if applicable".

36. Amend articles 24.3.1, 24.3.6.1 and 27.1.1 to read... Professional Practice/Research (in the case of Teaching-Intensive Stream appointments, if applicable), and Service..."

37. Panel of Arbitrators:

Replace the arbitrators named in Appendix E "Panel of Arbitrators" in the Memorandum of Agreement with the following list of arbitrators:

Kevin Burkett
Brian Etherington
Michelle Flaherty
Russell Goodfellow
William Kaplan
Paula Knopf
Jasbir Parmar
Lorne Slotnick

38. Items agreed to pre-mediation per the bargaining report:

Modify 5.1.1 to read:

5.1.1 The parties agree to uphold the "Statement on Academic Freedom and Institutional Autonomy", as adopted by the Association of Universities and Colleges of Canada ("AUCC") on May 5, 1988, and is attached to this Agreement as Appendix A.

Delete the entirety of App.B/Sample Item 3 (p.195)

Appendix B

Policy -- Graduate Student Supervision

The Dean, Graduate Studies shall appoint a graduate student supervisor in consultation with the Graduate Program Director and Dean of Faculty, and with the agreement of the proposed supervisor. OCAD U's Graduate Faculty Appointment Guidelines will be used to assess eligibility to serve as a graduate student supervisor at the University. Eligible tenured or tenure-track faculty members, or internal or external subject matter experts may be so appointed, in accordance with the Graduate Faculty Appointment Guidelines.

While it is recognized that engagement with graduate student supervision is an inherent part of the University teaching role, the decision to take on supervision of a graduate student is voluntary.