

MEMORANDUM OF UNDERSTANDING

Between  
Ontario College of Art & Design Faculty Association ("the Association")  
And  
OCAD University ("the University")  
(together referred to as "the parties")

WHEREAS through the most recent round of collective bargaining the Parties have established a working group 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 standards for professional practice and/or research appropriate to liberal arts & science and studio-based education, the faculty performance review process, the criteria for initial grid/rank placement, and promotion of academic rank;

And WHEREAS the Parties have acknowledged the need for improvements to the performance review process as outlined in the Memorandum of Agreement (MOA) prior to another performance review cycle;

And WHEREAS the Parties recognize the working group requires time to complete the work and make recommendations to the Joint Committee to improve the Performance Review Process;

THEREFORE the Parties have agreed as follows on a "without prejudice" and "without precedent" basis:

1. The parties agree to revise the performance review process and amend the merit/career progress increment process as outlined in Appendix A.
2. This commitment is in place for the 2018-19 and 2019-20 academic years and may be considered for further renewal by the parties thereafter.

Signed at Toronto, this 14 day of December, 2018.

  
OCADFA

  
OCAD University

Appendix A:

The Parties have agreed on a without prejudice basis as follows:

1. While the 2016-2020 Memorandum of Agreement ('MOA') remains in force the career/merit progress increment process as outlined in article 24.3 of the MOA will be suspended.
2. Each non-sessional faculty member who is subject to a performance review based on the review periods outlined in the MOA, shall be assessed by the Associate Dean of Faculty (or Designate) on the basis of his or her annual reports for their review period, as defined in 24.3.2. Where the Associate Dean of Faculty (or Designate) determines that the member meets or exceeds basic expectations as defined in the Memorandum of Agreement, the member shall be awarded a one-step career progress increment which shall be applied to the member's base salary, effective July 1, 2019.

Meeting 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 prearranged 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 identified as identified in article 20.1
  - Adhering to Responsibilities to Students, Creative and Academic Freedom, and Collegial Behaviour as listed in article 6.
3. Faculty who are not deemed to be meeting basic expectations may appeal the decision under article 24.3.13 of the MOA.
  4. Non-Sessional faculty under review will be entitled to apply for a merit progress award from the merit fund. Applications for merit progress awards will be reviewed by a Merit Review Committee based on a maximum application period of Three years, subject to the faculty member's performance review period.
  5. Applications for Merit Review Increments, are reviewed by a "Merit Review Committee": Vice-President, Academic, or designate (Chair, non-voting); All Deans of Faculty; and 2 faculty selected by the Chair from each Faculty's Faculty Representatives (for a total of 6), who are not under consideration for Merit Progress Increments.
  6. In accordance with article 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. This may include, but is not limited to, Indigenous Cultural Competency Training, Anti-Racism/Anti-Oppression training.
  7. 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 of the MOA and subject to the total funding available. Meritorious applications will be awarded a 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 years.
  8. 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.
  9. The Chair of the Merit Review Committee will notify the faculty member of the Committee's decision in writing and will make every effort to do so within 14 days following the relevant Committee meeting.
  10. The Committee will produce and deliver to each applicant a brief report of its findings for each applicant.

11. Merit progress awards granted through this process will be applied to the faculty member's base salary, effective July 1 annually.
12. In the event that a faculty member is unsuccessful in the application for a merit increase, the career progress increment shall nevertheless be awarded, providing the member is otherwise eligible.
13. The merit/career progress increments awarded to faculty members through performance review during either the 2016-17 or the 2017-18 academic year will continue to a maximum of three (3) years, unless subject to a review under the process outlined in this appendix.