

BETWEEN:

ONTARIO COLLEGE OF ART & DESIGN UNIVERSITY
(hereinafter referred to as "the University")

and

ONTARIO COLLEGE OF ART & DESIGN FACULTY ASSOCIATION
(‘OCADFA’)

(together referred to as "the Parties")

WHEREAS, in response to the COVID-19 pandemic, the University has cancelled face-to-face classes, closed University’s physical facilities and offices, and requested that faculty members modify their courses for remote delivery for the remainder of 2019/20 and for the 2020/21 Fall and Winter semesters;

AND WHEREAS on April 3, 2020, the Parties negotiated a Letter of Understanding as an indication of goodwill to address concerns brought about by this disruption and to resolve matters of interest and issues of mutual concern;

AND WHEREAS the Academic Emergency Response Committee (AERC) and Senate approved courses for Spring/Summer 2020 and Fall/Winter 2020/21, including requisite changes in mode of delivery, section sizes, learning outcomes and methods, which resulted in increased maximum class sizes;

AND WHEREAS on May 13, 2020 (a letter dated March 27, 2020) and November 2, 2020, grievances were filed outlining faculty concerns related to increased course enrollments, increased course caps, and remote delivery of courses for Spring/Summer and Fall/Winter courses and alleging various breaches to the Memorandum of Agreement;

AND WHEREAS course load distribution is governed by Article 26 of the Memorandum of Agreement;

AND WHEREAS on October 27, 2020 the Parties met to discuss OCADFA’s concerns regarding workload and class size for Fall 2020;

AND WHEREAS the Parties are interested in reaching a mutually satisfactory resolution of the subject grievance and concerns;

THEREFORE the Parties have agreed on a ‘without prejudice’ and ‘without precedent’ basis the following set of measures to ameliorate the impact of pandemic-related measures on faculty:

1. Sessionals who complete training on remote teaching delivery in Fall 2020 or Winter 2021 will receive the stipend in accordance with the terms outlined in the Letter of Understanding dated April 3, 2020.
2. For faculty undertaking remote teaching since March 2020, the university will support individual claims of admissible home office expenses against income tax through the issuance of the applicable tax form(s) in accordance with Revenue Canada standards for the 2020 tax year.
3. For the 2020/21 academic year, faculty may opt out of performance reviews in light of the extraordinary circumstances. Faculty who choose to opt out of undergoing performance review this year will receive a career progress increment only, and will be subject to performance review in 2021/22.. Any unused merit funds in 2020/21 will be carried forward for allocation in the 2021/22 academic year. Student feedback on courses for the 2020/21 academic year will be used by individual faculty members for the review and improvement of their teaching and will not be used for any performance evaluation or career review of faculty members, including performance review processes and consideration for tenure or promotion.

4. In light of the potential effects of the COVID-19 pandemic on the productivity of tenure-track faculty and their overall assessment during their probationary period, the University will contact individual tenure-track faculty via email by the end of the Winter 2021 semester to determine if that faculty member wishes to extend their probationary period by one additional year. Any such extension will not reduce any other extension to which the faculty member may be entitled under the Memorandum of Agreement or Human Rights Code.
5. Each Dean of Faculty will consult with non-sessional faculty teaching remotely in 2020/21 to explore rebalancing individual faculty responsibilities and/or reducing service obligations in accordance with Articles 20 and 26 of the Memorandum of Agreement.
6. Without prejudice to the ongoing proceedings for a renewed Memorandum of Agreement, the University will consult with OCADFA with respect to the development of guidelines with respect to Teaching Assistant qualifications, hiring, and orientation, as well as training for faculty supervising Teaching Assistants, with such guidelines and training to be implemented in the 2021/22 academic year.
7. The University shall offer an to increase Teaching Assistant hours allotted to faculty in the Fall 2020 and Winter 2021 semesters for those courses qualifying for four or more additional Teaching Assistant hours, based on a factor of a 15-minute increase per student enrolled above the corresponding 2019 course capacity. Teaching Assistants with increased hours shall be compensated at their regular rate. Impacted Fall 2020 courses and increases to Teaching Assistant hours are attached to this MOS as 'Appendix A'.
8. The Parties express their commitment to accommodation for OCADFA members who have experienced health impacts associated with teaching in a remote environment.
9. The Association agrees that the Grievances are fully and finally settled, are hereby withdrawn and will not be refiled. This Memorandum of Settlement constitutes a complete and final resolution of all issues arising from or relating to the Grievances.
10. The Parties agree that this Memorandum of Settlement is entered into on a without prejudice basis and shall not constitute a precedent with regard to any other incident or matter that may arise between them.
11. The contents of this Memorandum of Settlement shall remain confidential excepting any disclosure required for the University's implementation purposes.

SIGNED AT TORONTO THIS 4 DAY OF DECEMBER 2020.

nicky davis

OCAD University

Min Sook Lee

OCADFA

APPENDIX A

COURSES WITH INCREASED TEACHING ASSISTANT HOURS

Pos Title	Pos Dept	Course Code	Section	Assignment Increase (hours)
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	ADVR 1003	Section 1	9.25
Teaching Assistant III & IV (Tutorial Leader), FOLAS/SIS	FOL	VISC-1001	Section 4	4.75
Teaching Assistant II (Marker/Grader), FOLAS/SIS	FOL	VISC-1001	Section 4	4.75
Teaching Assistant III & IV (Tutorial Leader), FOLAS/SIS	FOL	VISC-1001	Section 4	4.75
Teaching Assistant III & IV (Tutorial Leader), FOLAS/SIS	FOL	VISC-1001	Section 4	4.75
Teaching Assistant III & IV (Tutorial Leader), FOLAS/SIS	FOL	VISC-1001	Section 4	4.75
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	ENVR 2004	Section 2	5.5
Teaching Assistant II (Marker/Grader), Faculty of Art	FOA	CROS-2002	Section 3	6
Teaching Assistant II (Marker/Grader), Faculty of Art	FOA	CROS-2002	Section 2	7.5
Teaching Assistant II (Marker/Grader), Faculty of Art	FOA	CROS-2002	Section 1	6.75
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	ILLU 4011	Section 2	9
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	ILLU 4011	Section 1	5.5
Teaching Assistant II (Marker/Grader), FOLAS/SIS	FOL	INVC-2003	Section 1	8.25
Teaching Assistant II (Marker/Grader), Faculty of Art	FOA	INTM-2011	Section 1	7
Teaching Assistant III & IV (Tutorial Leader), FOA	FOA	CROS-3011	Section 1	9.25
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	INDS 3002	Section 1	12.5
Teaching Assistant III & IV (Tutorial Leader), FOD	FOD	INDS 2005	Section 1	11