

# **Collective Agreement**

**BETWEEN:**

**ONTARIO COLLEGE OF ART & DESIGN UNIVERSITY  
(OCAD University)**

**- AND -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(OPSEU)**

**AND ITS LOCAL 576 - UNIT 2**

**(Models, Student Monitors, Class Assistants)**

**Duration: June 1, 2014 to May 31, 2018**



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**(Hereinafter referred to as the "University")**

**-AND-**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)**

**(Hereinafter referred to as the "Union")**

**And its Local 576 - Unit 2**

**(Models, Student Monitors, Class Assistants)**

## **Article 1 - Purpose**

**1.01** The purpose of this Collective Agreement is to foster a harmonious relationship between the parties under the process of collective bargaining to further the purposes and objectives of the University in the education of its students and to recognize the interests of the employees in their employment and in the University in a spirit of cooperation and understanding.

## **Article 2 – Recognition**

**2.01** The University recognizes the Union as the sole and exclusive bargaining agent for all employees of the University in Metropolitan Toronto save and except all employees covered by the Collective Agreement with OPSEU, Local 576, Unit 1, faculty, technicians, academic counsellors, teaching assistants, the President; the Vice-President, Academic & Provost; the Chief Campaign Officer/Vice-President, Development; the Vice-President, Finance & Administration; the Associate Vice-President, University Relations; the Vice- President, Research & Innovation; the Vice-Provost, Students & International; the Dean, Faculty of Art; the Dean, Faculty of Design; the Dean, Faculty of Liberal Arts & Sciences and School of Interdisciplinary Studies; the Dean, Graduate Studies; the Associate Deans; the Chairs; the Program Directors; the Executive Director, Imagination Catalyst; the Chief Information Officer; the Director, Academic Computing & Innovation; the Director, Safety & Security Services, the Director, Continuing Studies; the Director, Inclusive Design Research Centre; the Director, Centre for Students with

Disabilities; the Executive Director, Campaign; the Director, Diversity, Equity & Sustainability Initiatives; the Director, Facilities Planning & Management; the Director, Faculty & Curriculum Development Centre; the Director, Finance; the Director, Human Resources; the Director, Marketing & Communications; the Director, Research Services; the Director, Studio Facilities; the Director, Writing & Learning Centre; the Director & Associate Registrar, Graduate Studies; the Associate Director, Alumni Relations & Annual Giving; the University Librarian; the University Registrar; the Assistant Director, Human Resources; the Senior Manager, Design Research & Development; the Indigenous Counsellor; the Clinical Director; the Clinical Counsellor; the Mental Health Clinician; the Nurse; the Health & Wellness Community Worker; the Controller; the Curator, Galleries System; the Senior Development Officer; the Manager, International Relations; the Manager, Academic Relations; the Manager, Diversity, Equity & Sustainability Initiatives; the Manager, Health and Wellness Centre; the Manager, IT Security, Identity Management & Compliance; the Manager, Digital Media & Creative Services; the Manager, Student Communications; the Manager, Client Services; the Manager, Academic Governance & Initiatives; the Manager, Building Projects; the Manager, Campus Operations; the Manager, Safety & Security Services; the Manager, Centre for Emerging Artists & Designers; the Manager, Copy & Print Services; the Manager, Development & Alumni Relations Events; the Manager, Donor Services; the Manager, Enterprise Architecture & Development; the Manager, Facilities Maintenance; the Manager, Faculty of Art Office; the Manager, Faculty of Design Office; the Manager, Faculty of Liberal Arts & Sciences and

School of Interdisciplinary Studies Office; the Manager, Financial Aid & Awards; the Manager, Functional Implementation (ERP); the Manager, Government Relations; the Manager, HRIS/Payroll; the Manager, Inclusive Design Research Centre; the Manager, Information Systems (ERP); the Manager, Institutional Analysis; the Manager, Network & Data Centre Operations; the Manager, Research Technology; the Manager, Office of the President; the Manager, Special Projects; the Manager, Student Advising; the Manager, Student Recruitment; the Manager, Student Systems & Reporting; the Manager, Undergraduate Admissions; the Manager, University Governance and Information & Privacy Coordinator; the Manager/Lead Architect, Inclusive Design Research Centre; the Project Manager, Inclusive Design Research Centre; the Project Coordinator, University Relations; the Planning Analyst, University Relations; the Program Manager, Imagination Catalyst; the Coordinator, Academic Governance & Quality Assurance; the Research Facilitator; the Institutional Analyst; the Executive Assistant to the Vice-President, Academic & Provost; the Executive Assistant to the Vice-President, Finance & Administration; the Assistant to the Vice-President, Research & Innovation and the Dean, Graduate Studies; the Executive Assistant, Office of the President; the Executive Assistant, Development and Alumni Relations; the HRIS/Payroll Specialist; the HR/HRIS Administrator, the Human Resources Assistants, the Human Resources Advisors; the Media Relations & Strategic Communications Officer; the Payroll Assistant; the Programs, Outreach & Human Rights Advisor; the Senior Human Resources Advisor; and persons above such ranks.

**2.02** If during the term of this Agreement a question arises as to whether a person is an employee, the matter can be referred to the Ontario Labour Relations Board pursuant to s. 108(2) of the *Labour Relations Act*. Should the Ontario Labour Relations Board determine that a particular person is employed in a confidential capacity in matters relating to labour relations or exercises managerial functions, then such persons shall be excluded from the bargaining unit.

### **Article 3 - Management Rights**

**3.01** The Union recognizes that the Management of the University and the selection, assignment and direction of employees are fixed exclusively with the University and shall remain solely with the University except as limited by the provisions of this Collective Agreement. Without limiting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the University to:

- a) Maintain order, discipline, efficiency;
  
- b) Hire, assign, direct, discharge, promote, demote, classify, transfer, lay off, recall and suspend or otherwise discipline for cause employees, subject to the right of the employee to grieve to the extent and manner provided herein if the provisions of this Agreement are violated in the exercise of these

rights. A lesser standard of just cause shall be applicable in respect of the discharge of an employee during the employee's probationary period;

- c) Determine who is to be assigned, the hours of work, the number of personnel to be assigned, the services performed and the methods, procedures and equipment to be used in connection therewith, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations, and all other rights and responsibilities not specifically modified elsewhere in this Collective Agreement;
- d) Make and enforce and alter from time to time reasonable rules and regulations to be observed by the employees which shall not be inconsistent with the provisions of this Collective Agreement.

**3.02** Subject to the provisions of this Collective Agreement, the exercise by the University of the exclusive right to assign work to its employees shall not be construed as discipline, discharge, or layoff in respect of those employees in whose favour the discretion to assign work was not exercised.

#### **Article 4 - Union Security**

**4.01** All employees shall have deducted from each pay an amount equal to the regular Union dues and the University shall remit the same by cheque by the end of the month following in which the deduction was made to the Accounting Department of the Union. For a new employee, the first deduction shall take effect on the next regular pay date after hire.

**4.02** The Union shall indemnify and save the University harmless for any and all claims which may be made against it by an employee or employees for amounts deducted from pay as provided by this Article.

**4.03** The University agrees to advise new employees that a Collective Agreement is in effect, to identify the name of the appropriate Union Steward, and to refer the employee to any provisions relating to Union dues deduction. The University shall make available copies of the Collective Agreement electronically and in hardcopy in Human Resources.

Union membership cards, copies of the Union Constitution and Union orientation materials shall be given to the University by the Union and made available to new employees electronically and in hardcopy in Human Resources.

**4.04** The University shall indicate on each employee's T-4 slip the amount of Union dues deducted in the previous year.

## **Article 5 - Strike or Lockout**

**5.01** The University agrees that there shall be no lockout of employees, and the Union agrees that there shall be no strike, during the currency of this Collective Agreement. The words "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

## **Article 6 – Respectful Work & Learning Environment/No Discrimination**

**6.01** The Parties acknowledge their commitment to the *University's Respectful Work & Learning Environment Policy* and agree that in performing their responsibilities, Models, Student Monitors, and Class Assistants must demonstrate collegial behaviour at all times when dealing with colleagues, students, and other members of the University community. Collegial behaviour includes treating others with dignity, respect, fairness, equality and integrity, and maintaining confidentiality when required.

**6.02** The University and the Union agree that there shall be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's activity or lack of activity in the Union.

**6.03** The Union further agrees that there shall be no solicitation for membership, collection of dues, or other Union activities during an employee's working hours, except as specifically permitted by this Agreement or in writing by the University.

**6.04** The University and the Union agree that there shall be no discrimination by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, age, sex, gender identity, gender expression, sexual orientation, record of offences, marital status, family status or disability as defined by the *Ontario Human Rights Code*. In any grievance alleging discrimination or a failure to accommodate, the University

may rely on any defense available to a respondent under the *Ontario Human Rights Code*.

**6.05** The University acknowledges that every employee has the right to freedom from harassment in the workplace because of grounds of prohibited discrimination, as provided by the *Ontario Human Rights Code* and outlined in Article 6.04 and the *Occupational Health & Safety Act*.

**6.06** Should a grievance alleging discrimination be settled during the grievance procedure or resolved at arbitration, such settlement or resolution shall be deemed to be a settlement between the grievor and the University for purposes of the *Ontario Human Rights Code*.

## **Article 7 - Correspondence**

**7.01** Unless otherwise specified herein, all correspondence between the parties, arising out of this Collective Agreement or incidental thereto, shall, in the case of correspondence being sent from the Union to the University, be sent to the Director, Human Resources or a designated person; correspondence from the University to the Union shall be sent to the President, or other designate as specified by the Union, delivered to a specified Union mailbox or e-mail account.

**7.02** The Union agrees to supply the University with the names of the officers of the Local Union and of any changes as they from time to time occur.

## **Article 8 - Union Representation**

**8.01** The University shall recognize a Negotiating Committee of not more than three (3) employees to be selected by the Union. The University agrees to meet with the Union Negotiating Committee from time to time at mutually agreeable times in order to negotiate a renewal of this Collective Agreement. Members of the Negotiating Committee shall not suffer any loss of pay for the time spent negotiating with representatives of the University up to but not including conciliation.

**8.02** The University recognizes the right of the Union to appoint stewards from employees to assist employees in presenting grievances to representatives of the University. The Union shall inform the University in writing of the names of the Stewards and the effective dates of their employment.

**8.03** An OPSEU Staff Representative may have access to the University premises with advance notice to Management. The Union agrees that the OPSEU Staff Representative shall not engage in any activity which has the effect of interfering with the regularly scheduled work of employees except to the extent as specifically authorized.

**8.04** A Labour Management Committee shall be established consisting of up to three (3) representatives of the Union (Units 1 & 2), one of whom shall be the President of the Local Union and up to three (3) representatives of the University. Such

Committee may meet from time to time at mutually agreeable times in order to discuss matters of mutual concern. This Committee shall not be used as a means to circumvent the grievance procedure. The party requesting a meeting shall present an agenda of matters to be discussed at the time the request is made. Any matters to be added to the agenda shall be brought to the attention of the Committee in advance of the meeting.

Employees shall not suffer loss of pay for time spent at meetings of the Labour Management Committee.

**8.05** The Union acknowledges that Stewards have regular duties to perform on behalf of the University, and, that they shall not leave such duties without obtaining the permission of their immediate supervisor. This permission shall not be unreasonably withheld. Stewards shall not suffer loss of pay for time spent presenting grievances to Management up to but not including arbitration.

## **Article 9 - Grievance Procedure**

**9.01** It is the mutual desire of the parties hereto that complaints of employees shall be addressed as quickly as possible, and it is understood that an employee has no grievance until the employee has first given the employee's immediate supervisor an opportunity to address the complaint. Such complaint shall be discussed with the employee's immediate supervisor within thirty (30) calendar days after the circumstances giving rise to the complaint have occurred, or the date the

employee ought reasonably to have become aware of such circumstances. The supervisor's response shall be provided within ten (10) calendar days of the matter being brought to the supervisor's attention.

### **Step 1 Grievance**

Failing a satisfactory response to the complaint, the employee may process a Step 1 Grievance within an additional five (5) working days in the following manner and sequence. The employee, assisted by a Steward if so desired, may submit a written and signed grievance form to the employee's immediate managerial supervisor. This Step 1 Grievance shall outline the nature of the grievance, and the remedy sought. The managerial supervisor shall deliver a decision in writing within five (5) working days following the day on which the Step 1 Grievance was presented to the managerial supervisor. It is understood that no settlement may be agreed to by an employee's immediate supervisor at Step 1 without the approval of an authorized representative of Management. If any dispute arises as to whether approval has been given in any case, the employee's grievance shall be referred to Step 2 by the grievor. Settlements achieved at Step 1 shall not have precedential value in subsequent dealings of the parties.

Failing approved settlement, then:

## **Step 2 Grievance**

Failing a satisfactory response to the Step 1 Grievance, the employee may process a Step 2 Grievance within an additional ten (10) days in the following manner and sequence. The employee and the Union may submit a written, signed grievance form to the Director, Human Resources, with a copy to the President of the University. The Step 2 Grievance shall outline the nature of the grievance and the remedy sought. The Director, Human Resources or a designate may meet with the Union Grievance Committee to resolve the grievance. The Director, Human Resources' or designate's written decision shall be provided within ten (10) working days of the referral to Step 2. Failing settlement, then the matter may be referred to arbitration pursuant to Article 10.01.

- 9.02** The Union Grievance Committee referred to in Step 2 above shall be comprised of any two (2) officers or stewards designated by the Union. Management shall be informed in each case of the persons constituting the Committee.
- 9.03** It is agreed that a Staff Representative of the Union may assist at any step of the grievance procedure and may attend any meeting held to consider a grievance at the request of either party.
- 9.04** It is agreed that the University official designated at each step of the grievance procedure may have such assistance as the official may require in any meeting concerning a grievance.

**9.05** Where no answer is given within the time limits specified in the grievance procedure, the employee concerned, the Union and the University shall be entitled to submit the grievance to the next step of the grievance procedure. Any grievance not processed within the time limits specified in the grievance procedure shall be deemed to have been abandoned.

**9.06** All agreements reached under the grievance procedure between the representatives of the University and the representatives of the Union shall be final and binding upon the University and Union and employees.

**9.07** A complaint or grievance arising directly between the University and the Union (which would not normally be grieved by an individual employee), shall be originated under Step 2. Failing settlement under Step 2 within ten (10) working days, it may be submitted to arbitration in accordance with Article 10.02. Any such grievance by the University or the Union shall be commenced within ten (10) working days after the circumstances giving rise to the complaint have occurred, or the date the University or the Union ought reasonably to have become aware of such circumstances.

**9.08** Where a grievance affects several employees, the Union may submit a policy or group grievance on behalf of such employees.

**9.09** No employee shall be discharged without just cause. A lesser standard of just cause shall be applicable in respect of the discharge of an employee during the employee's probationary period.

**9.10** A claim by an employee that the employee has been unjustly discharged shall be treated as a Step 2 grievance if such grievance is lodged within ten (10) working days after the employee ceases to work for the University and the first step of the grievance procedure shall be omitted in any such case. Such special grievance may be settled under the grievance and arbitration procedures by:

- a) Confirming the University's action in dismissing the employee; or
- b) Reinstating the employee with full compensation for time lost;
- c) By any other arrangement which is just in the opinion of the parties or the Arbitration Board if appointed;
- d) But in no event shall the employee be reinstated or compensated for a longer period than the balance of the academic year during which the grievance arose.

**9.11** A grievance shall be defined as any question arising from the interpretation, application or alleged violation of this Collective Agreement.

**9.12** For purposes of this Article, working days shall not include Saturdays, Sundays and statutory holidays enumerated in Article 15.09.

**9.13** All time limits outlined in the Grievance Procedure may be extended with the mutual consent of the Union and the University.

## **Article 10 – Arbitration**

**10.01** Prior to referring a grievance to arbitration, the parties may discuss the possibility of mediation, using a mutually agreed upon mediator, in the interests of resolving disputes as early as possible. The Union or the University may withdraw from the mediator process at any time and resume the grievance process.

**10.02** If the University or the Union requests that a grievance be submitted to arbitration, it shall make such request to the Director, Human Resources within twenty (20) working days of receipt of the response to the Step 2 grievance or twenty (20) working days of the expiration of the time limit provided under Step 2. Where no written request for arbitration is received within the time limits herein set out, the grievance shall be deemed to have been settled and not eligible for arbitration. The request shall be in writing addressed to the other party to this Agreement. Within fifteen (15) working days of the request by a party that a grievance be submitted to arbitration the parties shall attempt to select by agreement a sole

arbitrator to hear the matter. If they are unable to agree on an arbitrator, they may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

**10.03** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**10.04** The Arbitrator shall not be authorized to alter, modify, or amend any part of the terms of this Collective Agreement, or to substitute any new provisions in lieu thereof, nor to give any decision inconsistent with the terms and provisions of this Collective Agreement except that the Arbitrator may extend the time for the taking of any step in the grievance procedure where there are reasonable grounds for the extension and the employer shall not be substantially prejudiced by the extension.

**10.05** The decision of the Arbitrator shall be final and binding upon the parties hereto, and the employees.

**10.06** The parties shall jointly bear the fees and expenses of the Arbitrator.

**10.07** The parties may by mutual agreement substitute a Board of Arbitration instead of a sole arbitrator in which case the parties would each appoint a nominee (which cannot be a person who has been involved in an attempt to negotiate or settle the grievance) to the Board of Arbitration within ten (10) working days of the request by a party that a grievance be submitted to arbitration and each party would advise

the other in writing of their nominee. The nominees so appointed would, within ten (10) working days of the nomination of the latter of them, attempt to select a third person to be a member and chairperson of the Board of Arbitration. If the nominees are unable to agree on such a chairperson they may request in writing that the Minister of Labour for Ontario appoint a chairperson. A Board of Arbitration would have the same authority as a sole arbitrator as set out in this Article. Each of the parties would bear the expense of the nominee appointed by it, and the parties would jointly bear the fees and expenses of the chairperson of the Board of Arbitration.

**10.08** All time limits outlined in the Arbitration Procedure may be extended with the mutual consent of the Union and the University.

## **Article 11 – Employee Records**

**11.01** The University shall provide an employee with a copy of any written disciplinary notation to be entered in the employee's personnel file. It is acknowledged that the University does not keep personnel files for all persons covered by this Collective Agreement.

**11.02** Should a Class Assistant be suspended or terminated, such action shall be confirmed in writing to the employee and a copy sent to the Union.

**11.03** An employee shall have access to the employee's file to view disciplinary notations upon request being given three (3) business days in advance to the Director, Human Resources.

**11.04** A list of all employees shall be provided to the Local President upon request.

#### **11.05 Bulletin Boards**

The University agrees that it shall provide for the purposes of the Union, one (1) locked bulletin board at a convenient location in each of the following buildings: 49/51 McCaul Street, 100 McCaul Street, 113 McCaul Street, 115 McCaul Street and 230 Richmond Street. The Union shall use such bulletin boards for the posting of notices of Union business. All such notices must be signed by an officer of the Union or an authorized representative, and not conflict with University policies.

The University, at its discretion, can request to the Local President the removal of any notices it deems to be inconsistent with the Collective Agreement, and such request shall not be unreasonably denied.

**11.06** It shall be a condition of employment that employees notify the University in writing of any changes of address or telephone number. The University shall be entitled to rely upon the last address and telephone number if applicable, furnished by the employee for all purposes.

## **Article 12 – Hours of Work – Student Monitors**

**12.01** It is acknowledged that the purpose and intent regarding the use of Student Monitors is to provide a service to the University while at the same time endeavouring to assist students of the University by providing opportunities for work when it is available and that consistent with this purpose, the University cannot provide any guarantee of work, nor any number of hours of work per day or per week, nor any guarantee of a working schedule to any Student Monitor subject to the provisions of Article 12.02.

**12.02** Where it is possible to do so having regard to scheduling and efficiency requirements, the University shall appoint Student Monitors for a period of at least three (3) hours on any given occasion. Where Student Monitors are scheduled for less than a three (3) hour shift they shall be paid a minimum of one (1) hour.

**12.03** Where it is possible, and where work is available, Student Monitors shall be appointed for all or a portion of the academic term.

## **Article 13 - Hours of Work - Class Assistants**

**13.01** Class Assistants shall be assigned to work, in writing, for a fixed term, which assignment shall be known as a sessional appointment. The number of hours worked during the currency of the sessional appointment may vary depending upon the requirements of the course(s) to which assistance is provided and there

is no guarantee as to the number of hours worked per day, per week nor as a guarantee of a working schedule or to the reassignment of a Class Assistant to another sessional appointment following the expiry of the preceding sessional appointment.

**13.02** It is understood and agreed that a Class Assistant who has completed a sessional appointment of one (1) academic year shall be given due consideration for a subsequent appointment up to a maximum of three (3) academic years.

**13.03** Class Assistants shall be considered on probation until after the completion of one (1) academic term of work as a Class Assistant. A Class Assistant who has completed their probationary period and is terminated prior to the conclusion of an academic year shall have the right to grieve in accordance with Article 9.10.

**13.04** Should the University terminate for cause a Class Assistant, the University shall make available to the employee and the Union a record of accumulated time worked in an academic year (or years) for the purposes of determining whether the probationary period has been completed.

**13.05** The University shall make every effort to notify Class Assistants by June 1<sup>st</sup> for the Fall term and April 1<sup>st</sup> for the Summer term whether they shall be appointed for the next academic year.

**13.06** Class Assistants shall have the right to a fifteen (15) minute break in any three (3) hour class period.

**13.07** Class Assistants will be granted sick leave, without loss of pay, for up to one (1) scheduled shift per academic term.

#### **Article 14 - Hours of Work - Models**

**14.01** Models shall be considered on probation until after the completion of one (1) academic term of work as a Model.

**14.02** It is recognized that the assignment of work to Models is dependent upon the educational and artistic objectives of the University and that the University cannot provide a guarantee of work to any Model, or a guarantee as to any number of hours per day or per week. However, Models shall not be required to work less than a standard three (3) hour class on any one occasion.

**14.03** The University shall endeavour to appoint Models from the agreed upon Model list (Schedule B). Models shall be selected for particular assignments based upon the following factors, in order:

1. A specific request for an individual Model by a faculty member;
2. Suitability of the Model to the curriculum for each particular booking in accordance with specific characteristics or attributes requested by a faculty member;

3. Demonstrated reliability and professionalism;
4. Total accumulated Model hours worked at OCAD U as at the beginning of the academic year calculated in accordance with Schedule B;
5. Availability.

New Models may be hired in the event that Model assignments cannot be filled with a Model from the agreed upon Model list (Schedule B) according to the factors outlined above.

**14.04** The University shall endeavour to schedule the Models as far in advance as is reasonably practicable having regard to the needs of the courses and the instructors. Such schedules shall be posted as available. Any cancellation of hours made less than forty-eight (48) hours in advance shall be paid in accordance with Article 20.01. Models are required to give a minimum of forty eight (48) hours' notice if they are unable to work for a shift. This requirement may be waived in exceptional circumstances, such as illness or emergency, in which case Models are to provide as much advance notice as possible.

**14.05** The University shall maintain a record of accumulated time worked on a monthly basis during the current academic year and shall make this record available to the Union Steward and to a Model within a reasonable time following the request. A list of active Models and their accumulated time worked shall be posted annually.

**14.06** Models shall have the right to a fifteen (15) minute break in any three (3) hour class period.

**14.07** Models shall have the right to a five (5) minute break after twenty (20) consecutive minutes of posing. Models may accumulate time(s) of 5 minute break into a longer break with agreement of the instructor.

## **Article 15 - Overtime/Holiday Payment**

**15.01** Where an employee, except a Model, is required to work overtime of one hour or more in excess of eight (8) hours per day or forty-four (44) hours per calendar week then the employee shall be paid time and one-half the regular straight time hourly rate. Models shall be paid at the rate of time and one-half the regular straight hourly rate for all hours worked in excess of forty-four hours per calendar week.

**15.02** In order to qualify for overtime payment the overtime work performed must be requested and authorized by an authorized management representative.

**15.03** Employees shall be paid for hours worked in accordance with the rates provided for in Schedule A which is attached hereto and forms part of this Collective Agreement.

**15.04** The conclusion of an assignment of work for a specified or definite period of time by the expiration of that time shall not constitute a layoff or termination for the purposes of this Collective Agreement or the *Employment Standards Act*.

**15.05** Premium payments under any of the terms of this Collective Agreement shall not be duplicated or pyramided for the same hours worked.

**15.06** Vacation pay in the amount of four (4) percent shall be paid in respect of all hours worked save only the Models who have accumulated more than 2,000 modelling hours of work and Class Assistants appointed to a third academic year with the University shall receive vacation pay in the amount of six (6) percent.

**15.07** All employees in the bargaining unit shall be entitled to pay for statutory holidays enumerated in Article 15.09 (a). Employees who are not entitled to statutory holiday pay for those days are those who:

- a) Have not earned wages during the four (4) weeks before the work week in which the holiday occurred; or
- b) Fail to work their scheduled day of work preceding or their scheduled day of work following the paid holiday without reasonable cause; or

- c) Have agreed to work on a paid holiday and who, without reasonable cause, fail to report for and perform the work; or
- d) Are employed under an arrangement whereby the employee may elect to work or not when requested to do so.

**15.08** Employees who qualify for pay under Article 15.07 shall receive pay:

- a) Equal to the total amount of regular wages and vacation pay payable to the employee in the four (4) weeks before the work week in which the public holiday occurred, divided by 20; or
- b) Time and one-half (1 1/2) their regular hourly rate of pay for each hour worked on the holiday in addition to the holiday pay provided under (a) above.

**15.09** (a) The University shall recognize the following holidays for the purpose of this paragraph:

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

(b) Employees who celebrate a recognized holiday other than those listed above shall be granted time off without pay, provided they give the University two (2) weeks' notice.

## **Article 16- Pay-In-Lieu of Benefits**

**16.01** Employees covered by this Collective Agreement shall receive eight (8) percent of total earnings in lieu of benefits. For the purposes of this Article, total earnings do not include vacation pay.

## **Article 17 - Leave of Absence**

### **17.01 Family Medical Leave**

In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to eight (8) weeks to an employee to provide compassionate care and support to an immediate family member with a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks. Such immediate family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother, Step-Brother, Sister or Step-Sister; Brother-in-law, Step-Brother-in-law, Sister-in-law, or Step-Sister-in-law; Spouse of employee's Grandchild, Uncle, Aunt, Nephew or Niece; the Parent, Step-Parent, Foster Parent; or the Child, Step-Child, or Foster Child; the Grandparent or Step-Grandparent; the Grandchild

or Step-Grandchild; the Son-in-law or Daughter-in-law; the Uncle or Aunt; or the Nephew or Niece of the employee or the employee's Spouse. A medical certificate from a duly qualified medical practitioner shall be required to substantiate such leave. Employees should provide as much advance notice as is practicable regarding a request for compassionate care leave.

## **17.02 Personal Emergency Leave**

In accordance with the *Employment Standards Act*, the University agrees to grant a leave of absence without pay for up to ten (10) days per calendar year to an employee because of a personal illness, injury or medical emergency, or the death, illness, injury or medical or other emergency of a family member. Such family member shall be defined as the employee's: Spouse (includes common-law spouse and same-sex partner); Brother or Sister; or Spouse of employee's Child; the Parent, Step-Parent, Foster Parent, or the Child, Step-Child or Foster Child of the employee or the employee's Spouse; the Grandparent, Step-Grandparent, Grandchild, or Step-Grandchild of the employee or the employee's Spouse; or a relative of the employee who is dependent on the employee for care and assistance. In the event an employee takes any part of a day as emergency leave, it shall be counted as a full day for the purpose of calculating the total leave entitlement. Documentation (reasonable in the circumstances) may be required to substantiate such leave. Employees should provide as much advance notice as is practicable regarding a request for emergency leave.

### **17.03 Pregnancy and Parental Leave**

Employees covered by this Agreement shall be entitled to pregnancy and/or parental leave without pay pursuant to the provisions of the *Employment Standards Act*.

### **17.04 Union Business Leave**

The University may grant leave of absence without pay to not more than one (1) employee for a total period not exceeding five (5) working days in one (1) fiscal year to attend Union conferences or conventions, provided that this leave does not unduly interfere with the operations of the University. Such leave shall not be unreasonably withheld. In requesting such leave of absence for an employee, the Union must give at least ten (10) calendar days' notice in writing to the University. During such leave of absence, the employee's salary and benefits shall be maintained by the University. The Union shall reimburse the University for the salary and benefits paid to the employee.

### **17.05 Leave for Executive Board Members**

- a) Leave of absence with no loss of pay may be granted to one (1) employee elected as an Executive Board Member of the Union for not more than two (2) days per

month for a term of two (2) years. The Union shall reimburse the University for the salary and benefits paid to the employee.

- b) The Union shall advise the University in writing of the name of the employee immediately following the election and shall, as soon as possible, provide the University with the schedule of Executive Board meetings to enable the University to make suitable alternative arrangements. The employee shall give at least two (2) weeks' written notice of anticipated absence to the employee's managerial supervisor prior to any Executive Board meeting notwithstanding that a schedule of meetings has been provided.

## **Article 18 - Bereavement Leave**

**18.01** All employees covered by this Agreement shall be given up to three (3) consecutive days of leave with pay in the event of the death of an employee's Mother, Father, Brother, Sister, Mother-in-law, Father-in -law, Sister-in-law, Brother-in-law, Spouse (to include common-law spouse and same sex partner), Child (to include common-law child), Grandchild, Grandparents, Aunt and Uncle. For greater clarity, the leave with pay shall apply when the three (3) consecutive days occur during scheduled work time.

## **Article 19 - Jury Duty**

**19.01** The University shall grant a leave of absence without pay, in the case of all employees except Class Assistants, and with pay for a Class Assistant, in respect of each day an employee is required to be on jury duty. In the case of Class Assistants, they shall be paid the difference between their straight time hourly rate for the number of regularly scheduled hours, and the payment received for jury duty. They must provide proof of service and amount of pay received and return to work at every reasonable opportunity.

## **Article 20 - Reporting Allowance**

**20.01** The University agrees that an employee, upon reporting for work at the commencement of the period for which the employee has been scheduled to work, unless notified 24 hours in advance not to do so shall receive three (3) hours pay if scheduled for three (3) hours or more. If scheduled for less than a three (3) hour shift, the employee shall receive two (2) hours pay or the length of the scheduled shift, whichever is less, at the employee's straight time hourly rate, unless the cause of the matter is beyond the control of the University. Any employee so affected shall take such temporary work as is available and they are trained and/or qualified to perform in order to qualify for payment.

## **Article 21 - Health and Safety**

**21.01** The Union and the University acknowledge that health and safety is a matter of primary concern to all members of the University community. In order to promote safe work practices, it is understood that employees will be required to attend training on *Workplace Hazardous Materials Information System* (WHMIS) and general safety awareness. Employees may request and/or be required to attend additional training related to their job duties. The Union and the University shall cooperate to: promote safety rules and practices; ensure that employees engaged in work on behalf of the University are provided with adequate personal protective equipment; and emphasize the obligation on employees and the University under applicable safety legislation and the OCAD U *Health & Safety Policy*.

**21.02** An employee who is injured during working hours, and is required to leave for treatment or is sent home as a result of such injury, shall receive payment for the remainder of the shift at the employee's regular rate of pay unless a doctor or nurse states that the employee is fit for further work on that shift. If as a result of this injury, an employee is unable to work, the employee shall be paid for all scheduled hours for one (1) week from the date of the injury and any benefits accruing under the *Workplace Injury Policy* with submission of satisfactory medical evidence.

**21.03** The University and the Union acknowledge the applicability of the Ontario *Occupational Health and Safety Act* and its Regulations, including the Regulation

851 for Industrial Establishments and the Regulation 860 for Workplace Hazardous Materials Information System (WHMIS). Allegations of non-compliance with this legislation may be the subject matter of a grievance and may be advanced to Step 2 of the grievance procedure.

If the matter is not resolved in the grievance procedure, it shall not be eligible for arbitration unless arbitration is provided for by legislation and may be dealt with in accordance with the relevant statutory provisions relating to enforcement.

**21.04** The University agrees that Union representation on the Joint Health & Safety Committee may include one (1) member from the Unit 2 bargaining group appointed by the Union. The member of the Joint Health and Safety Committee shall not suffer any loss of pay for the time spent as a representative of the Committee.

#### **21.05 Safety Shoes**

Where the University requires a Class Assistant or a Student Monitor to wear safety shoes, the University shall contribute \$150 every two (2) fiscal years to the employee towards the cost of CSA approved/green patch shoes. The employee must obtain written authorization from the immediate supervisor prior to the purchase of safety shoes. In order to be reimbursed, the employee must provide proof of purchase of such shoes within four (4) weeks of the beginning of their

sessional appointment. Such benefit shall be reimbursed to the University in the event the employee does not complete an academic semester of work.

## **Article 22 – Job Vacancies**

**22.01** Employment opportunities may be posted on the OCAD U website and such locations as the University may determine in order to provide adequate notice of job vacancies. Such job vacancies shall contain the job classification, wage rate and nature of the position.

## **Article 23 - Entire Agreements**

**23.01** It is understood and agreed between the parties that this Collective Agreement constitutes the entire Collective Agreement and there are no collateral representations, warranties or undertakings.

**23.02** The wages and classifications shall be as found in Schedule “A” attached hereto which forms part of this Collective Agreement.

## **Article 24 - Term of Agreement**

**24.01** This Collective Agreement shall be binding and remain in effect from the date of ratification to May 31, 2018 and shall continue from year to year thereafter unless either party gives notice in writing to the other party during the period starting

ninety (90) days prior to the expiry date in any year that it desires its termination or amendment.

#### **24.02 Notice of Changes**

Either party desiring to propose changes to this Collective Agreement shall, in the period starting ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a new Collective Agreement and the terms of this Collective Agreement shall remain in effect during such negotiations until a legal strike date is reached or a new Collective Agreement is reached.

**24.03** The parties agree that they shall share the cost of printing fifty (50) copies of this Collective Agreement. The Union agrees to pay the full cost of printing copies in excess of fifty (50) with the understanding that the Union shall arrange for the printing of such copies.

IN WITNESS WHEREOF the parties hereto have executed this Collective

Agreement on the 12<sup>th</sup> day of August 2016.

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## Schedule “A” – Wages

Classification	June 1, 2014	June 1, 2015	June 1, 2016	June 1, 2017
	1.5%	1.5%	2.0%	2.0%
Class Assistant	\$ 19.26	\$19.55	\$ 19.94	\$ 20.34
Model	\$ 19.05	\$ 19.34	\$19.72	\$ 20.12
Student Monitor <small>(effective August 16, 2015)</small>		\$ 11.95	\$ 12.19	\$ 12.43
Monitor I	\$ 11.00	\$ 11.00	See Student Monitor	See Student Monitor
Monitor II	\$ 11.77	\$ 11.95	See Student Monitor	See Student Monitor

### Notes:

- Rates do not include vacation pay and pay in lieu of benefits.
- Establish one Student Monitor classification effective August 16, 2015
- Monitor I rate at June 1, 2014 reflects legislated minimum wage increase and is maintained until consolidation of Student Monitor classification

## **Schedule “B” – List of Models**

The parties agree that for the purposes of Article 14.05 the attached list accurately sets out the accumulated hours worked for all Models as at December 2014.

The parties further agree that in the event of any future dispute concerning any particular Model’s accumulated hours of work with the University, the University’s payroll records for the hours worked subsequent to December 2014 shall be determinative.

Any Models who have not actively worked at the University for the past two (2) academic years have been removed from this list and shall not receive credit for any hours previously worked at the University.

Allemang, Pat	4,097.75
Allison-Lenk, Su	1,622.00
Arima, Philip	1,449.50
Battle, Robin	1,346.30
Belton, Rebecca	245.50
Boultbee, Louise	930.00
Campanaro, Eli	697.75
Chan, Jeffrey	2,088.25
Christian, Christian	4,496.25
Coutinho, Paula	201.00
Della Pia, Susan	398.00

Desa, Lina	227.50
Desvignes, Frank	319.50
Ellington, Tony	1,244.50
Gonzalez, Denis	763.75
Haddon, Brian	6,653.00
Hanoski, Chris	15.00
Huband, Ben	1,659.25
Koza, Scott	261.50
Irwin-Childs, Sion	3,503.75
Laker, Vicki	4,805.25
Mader, Denise	21.00
McKay, Murray	103.75
Lopes, Maria	349.25
Martin, Amanda	1,542.50
Pavela, Eszter	1,088.00
Pelle, Kevin	901.25
Schlatter, Helga	2,219.00
Skinner, Sidney	405.50
Snyders, Paul	1,037.25
Tabujara, Krystle	1,021.25
Tarne, Jacqueline	170.00

## LETTER OF UNDERSTANDING - Access to Model Lounge

A Lounge shall be provided for Models' use, which shall include access to a telephone, bulletin board, and individual mailboxes. Model Lounge keys shall be available for use by any Model from the Faculty office during regular business hours and from the University's Reception Desks after hours and on weekends. Models who pass their probationary period shall be assigned a key.

Dated at Toronto this 12<sup>th</sup> day of August, 2016.

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## **LETTER OF UNDERSTANDING - Concerning Health & Safety**

The University and the Union agree to the following measures to address health and safety concerns impacting the working conditions at the University:

It is agreed that a cleaning list shall be developed to facilitate appropriate cleaning of the University's studios.

It is agreed that, in the case of Student Monitors, the University shall provide all new hires with a copy of the health and safety orientation record, the job description, and the Student Monitor hiring policy.

It is agreed that the University shall communicate to faculty and staff the importance of enforcing standards for the appropriate use, storage and disposal of solvents by all studio occupants.

It is agreed that the Director, Safety & Risk Management be given the responsibility of investigating health & safety issues in University studios and making specific recommendations to the Vice-President, Finance & Administration.

It is agreed that the University shall provide written information to Continuing Studies instructors regarding University policies regarding health & safety.

It is agreed that the appropriate route for employees to raise health and safety concerns is to communicate them in writing to their immediate supervisor or designate in a timely manner.

Dated at Toronto this 12<sup>th</sup> day of August, 2016.

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