

WITHOUT PREJUDICE

**Memorandum of Settlement  
For a Collective Agreement from June 1, 2018 to May 31, 2021**

**between**

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

**and**

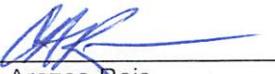
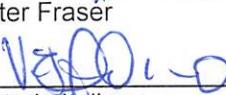
**the Ontario Public Service Employees' Union  
And its Local 576, Unit 2  
(Hereinafter referred to as the "Union")**

The undersigned representatives of the parties' bargaining committees hereby agree to unanimously recommend to their respective principals the following terms of settlement for a renewal collective agreement:

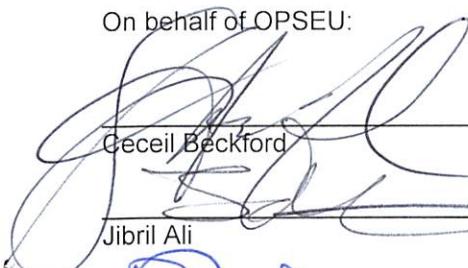
1. The collective agreement shall be in the form of the previous collective agreement except as specifically and expressly amended or modified by this Memorandum of Settlement.
2. The collective agreement is binding and in effect from the date of ratification by both parties and shall continue in effect up to and including the 31<sup>st</sup> day of May, 2021.
3. The collective agreement shall be amended to the extent set out in the attached Final Bargaining Report (Appendix "A" – two (2) pages) dated November 12, 2019.

Signed at Toronto this 12<sup>th</sup> day of November, 2019.

On behalf of the University:

  
\_\_\_\_\_  
Connie Arezes-Reis  
  
\_\_\_\_\_  
Peter Fraser  
  
\_\_\_\_\_  
Victoria Italiano

On behalf of OPSEU:

  
\_\_\_\_\_  
Ceceil Beckford  
  
\_\_\_\_\_  
Jibril Ali  
  
\_\_\_\_\_  
Brian Joe  
  
\_\_\_\_\_  
Ramsha Zaman

**STRICTLY CONFIDENTIAL**  
 OCAD University and OPSEU Local 576 Unit 2  
**Final Bargaining Report – June 1, 2018 to May 31, 2021**  
 Agreed November 12, 2019

<b>Article</b>	<b>Proposal</b>										
11.01	<p>Employee Records – Amend article to reflect the following change:</p> <p>The University shall provide an employee <u>and the Union</u> 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</p> <p>Delete article 11.02</p>										
11.05	Bulletin Boards – The Parties agreed to confirm the location of bulletin boards as noted in article 11.05 and consider alternative forms for Union communications (i.e. via email).										
15.01	<p>Overtime - Amend to reflect the following change:</p> <p>Where an employee, except a Model, is required to work overtime of one (1) hour or more in excess of eight (8) hours per day or <u>forty-four (44)</u> <u>forty (40)</u> 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 (44) hours per calendar week.</p>										
15.07 15.08 15.09	<p>Public Holiday Pay - Delete articles 15.07 &amp; 15.08, and modify article 15.09 to read (renumber accordingly):</p> <p>(a) The University shall recognize the following <u>public</u> <u>holidays</u> <del>for the purpose of this paragraph</del>:</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">New Year's Day</td> <td style="width: 50%;">Civic Holiday</td> </tr> <tr> <td>Family Day</td> <td>Labour Day</td> </tr> <tr> <td>Good Friday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Victoria Day</td> <td>Christmas Day</td> </tr> <tr> <td>Canada Day</td> <td>Boxing Day</td> </tr> </table> <p>(b) <u>An employee's public holiday pay for a given public holiday shall be in accordance with the Employment Standards Act.</u></p> <p>(c) <u>An employee who works on any of the days listed as public holidays shall be paid at the rate of time and one-half (1½) for each hour worked in addition to the public holiday pay.</u></p> <p>(d) 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.</p>	New Year's Day	Civic Holiday	Family Day	Labour Day	Good Friday	Thanksgiving Day	Victoria Day	Christmas Day	Canada Day	Boxing Day
New Year's Day	Civic Holiday										
Family Day	Labour Day										
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Victoria Day	Christmas Day										
Canada Day	Boxing Day										
17.01 (new)	<p>Leave of Absence - Establish a new article 17.01 to read as follows and renumber accordingly:</p> <p>17.01 Legislated Leaves under Employment Standards Act</p> <p>The University shall administer legislated leaves of absence in accordance with Part XIV – Leaves of Absence of the Employment Standards Act, as it may be amended or replaced from time to time. Wherever applicable, a leave of absence granted under the Collective Agreement shall be inclusive of and not in addition to legislated leaves under the Employment Standards Act. In addition to those specifically outlined in this agreement, types of leave provided by the Employment Standards Act include:</p> <p>Family Caregiver Leave    Critical Illness Leave    Organ Donor Leave    Child Death Leave    Crime-Related Child Disappearance Leave    Domestic or Sexual Violence Leave    Reservist Leave</p>										
17.01	Family Medical Leave - Modify article to read:										

	<p>In accordance with the Employment Standards Act, the University agrees to grant a leave of absence without pay for up to <u>twenty-eight</u> (28) 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 members <u>include</u> 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.</p>
17.02	<p>Personal Emergency Leave - Modify article to read:</p> <p>In accordance with the <i>Employment Standards Act</i>, the University agrees to grant a leave of absence without pay <del>for up to ten (10) days per calendar year</del> 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 <u>includes</u> 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 <u>emergency for such leave</u>, 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.</p>
18.02 (new)	<p>Establish new article 18.02 to read as follows:</p> <p>In the event of the death of an employee's close friend or any other relative, the employee shall be granted one (1) day leave of absence with pay to attend the funeral or memorial.</p>
21.05	Amend article 21.05 – Safety Shoes to \$100 per year
24.01	<p>Term of Agreement - Modify to read:</p> <p>This Collective Agreement shall be binding and remain in effect from the date of ratification to <u>May 31, 2021</u> and shall continue...</p>
Schedule A - Wages	<p>Amends Schedule A – Wages, as follows:</p> <p>June 1, 2018 – 1.0%      June 1, 2019 – 1.0%      June 1, 2020 – 1.0%</p> <p>Retroactive payments be applied to employees active as of January 1, 2019</p>
LOU	<p>LOU Concerning Health &amp; Safety - Modify LOU, paragraph 5, to read:</p> <p>It is agreed that the Director, Safety &amp; <u>Security Services</u> Risk Management be given the responsibility of investigating health &amp; safety issues in University studios and making specific recommendations to the <u>Joint Health &amp; Safety Committee</u> Vice-President, Finance &amp; Administration.</p>
LOU (new)	<p>LOU Job Description</p> <p>The employer will provide updated job description for each job classification and amend such job descriptions as required. This topic will be a standing agenda item at Labour Management Committee until the work is complete.</p>
LOU (new)	<p>LOU Training</p> <p>The employer will provide the required updated training to each employee, as applicable, to their specific work responsibilities, and amend such training as required.</p>