

WITHOUT PREJUDICE


Memorandum of Settlement
For a Collective Agreement from June 1, 2021 to May 31, 2024
between
OCAD University
(Hereinafter referred to as the “University”)
and
the Ontario Public Service Employees’ Union
And its Local 576, Unit 1
(Hereinafter referred to as the “Union” or “OPSEU”)

The undersigned representatives of the parties’ negotiating 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 31st day of May, 2024.
3. The collective agreement shall be amended to the extent set out in the attached Final Negotiations Report dated the 20th day of November 2023.
4. The retroactive across-the-board increases shall apply only to those employed as of the date of ratification.
5. Following ratification, one representative of each party shall review and identify any housekeeping items to incorporate into the final collective agreement prior to printing.

Signed at Toronto this 20th day of November 2023.

On behalf of the University:




Satoshi Uyede



Connie Arezes-Reis

Peter Fraser

Peter Fraser



Eleanor Antoncic

On behalf of OPSEU:



Ceceil Beckford



Julian Higuerey Nunez

Heather Evelyn

Heather Evelyn

FINAL NEGOTIATIONS REPORT – November 20, 2023

Article #	Proposal
LOU Market Review	<p align="center"> <u>Letter of Understanding</u> between: <u>OCAD UNIVERSITY</u> <u>("the University")</u> and <u>ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 576 UNIT 1</u> <u>("the Union")</u> <u>Regarding Job Market Review</u> </p> <p> <u>The University and the Union recognize the value of information to support fair bargaining practices.</u> <u>The University has already communicated the guiding principles of "Office with purpose", "Priority for physical, mental and social health", "Rebalance the work/life equation", "Hybrid is the new normal" and "Flexibility comes with accountability".</u> <u>The University and Union agree to the following:</u> <u>The University and the Union agree to a review of salaries in relation to the external market is based on the principles of developing and implementing fair, equitable and competitive compensation practices.</u> </p> <p> <u>To this end, a Market Review Committee shall be established with three (3) representatives of the Union and three (3) representatives from the University. Either party may appoint one (1) additional non-voting member as a resource person, as required.</u> </p> <p> <u>The mandate of the Market Review Committee is:</u> <ul style="list-style-type: none"> • <u>To develop a process that allows for the periodic market review of salaries;</u> • <u>To identify reasonably appropriate comparators;</u> • <u>To identify and recommend to the parties methods to address the findings and implementation of the market review (ie. the provision of an additional step to the salary scales).</u> </p> <p> <u>The parties agree that such a review will begin within a reasonable timeframe, but no later than 90 days after ratification and completed no later than May 31, 2024.</u> </p>
10.03	<p>No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.</p>
39.01	<p>The term of the Collective Agreement shall be <u>June 1, 2021, to May 31, 2024</u>, and shall continue from year to year thereafter unless either party gives the other party notice in writing during the period starting ninety (90) days prior to the expiry date in any year that it desires its termination or amendment.</p>
6.07	<p>6.07 The parties reaffirm their commitment to seeking out, taking advantage of, and creating opportunities <u>for equity-deserving groups that have been and continue to be disadvantaged in Canada. The University is committed to employment equity and to achieving and maintaining a workforce representative of the communities it serves. to implement employment equity initiatives to address the status of women, racialized and Indigenous persons and persons with disabilities.</u></p>

4.03	<p>4.03 The University agrees to advise new employees that a Collective Agreement is in effect and to refer the employee to any provisions relating to Union dues deduction. The University shall provide employees with a copy of the Collective Agreement, a Union membership card and a list of contact information for the Union Local Executive Committee members and all Stewards. the name of their Shop Steward.</p> <p><u>NEW Article 4.04 (and renumber) All new employees will have the opportunity to meet with a representative of the Union for a period of fifteen (15) minutes during the employee's first month of employment, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. This meeting will be scheduled in advance and may be arranged at a mutually agreed time.</u></p>
30 (and renumber)	<p><u>NEW Article 30 Remote Work</u></p> <p><u>Remote work refers to an alternative work arrangement under which employees perform their duties and responsibilities from an alternate location by electronic or other means, rather than the University's offices.</u></p> <p><u>x.xx The participation in this alternative work arrangement shall be limited to functions which, according to the University, can be carried out from an alternate location. The designation of functions which can be included in this arrangement will not be unreasonably or arbitrarily denied.</u></p> <p><u>x.xx It is agreed that no change may be made to the job titles of employees because of their participation in the remote work arrangement. Participation in remote work does not equate to a change in the duties or requirements of the classifications.</u></p> <p><u>x.xx Employees must take all reasonable measures to ensure their safety, in accordance with University policies and practices, and in accordance with the requirements of the Occupational Health and Safety Act.</u></p> <p><u>x.xx Other such guidelines may be provided by the University and may be the subject of discussion between the parties.</u></p>
31.01	<p>Employees, except sessional employees, shall be entitled to vacation and vacation pay computed on the following basis (<u>pro-rated for part-time employees</u>) according to the employee's length of continuous service..."</p>
13.09	<p>In the case of an employee being temporarily assigned duties of a higher classification in addition to the duties of the employee's regular job, after <u>where the duration of the assignment exceeds twenty (20) working days performing such duties</u>, the employee shall be paid at the pay grade assessed for such assigned duties. Salary placement will be implemented in accordance with the Notes to Salary Schedule for the duration of the assignment.</p>
16.04	<p>When a notice of a permanent full-time job vacancy is posted according to Article 13.01 of the Collective Agreement, part-time employees shall be allowed to make an application for such a job opening. Consistent with Article 16.02 above, the part-time applicant shall not be considered to have seniority for purposes of the application for a permanent full-time vacancy except that the part-time employee shall be considered to have three (3) months <u>seniority in accordance with the provisions of Article 16.03</u> for the purpose of the application provided that the part-time employee has accumulated no less than two hundred (200) hours of work at the University.</p>
LOU Job Evaluations	<p style="text-align: center;"><u>Letter of Understanding</u> <u>between:</u> <u>OCAD UNIVERSITY</u> <u>("the University")</u> <u>and</u> <u>ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 576 UNIT 1</u></p>

("the Union")
Regarding Job Evaluations

The University currently has an existing job evaluation program, including a published job evaluation policy and an established job evaluation committee.

The University and Union recognize that there is a need to regularly review job descriptions and the job evaluation process.

The University and Union agree to the following:

- The University commits to ensuring that each job description will receive a review within 5 years of it being established or the most recent review date.
- The University will notify the Union of all jobs being evaluated that pertain to positions within the bargaining unit.
- The University will notify the Union of the outcome of all reviews that pertain to positions within the bargaining unit.
- The University will initiate an organization wide review on the consistency of job titles and relative equivalency of grades within six (6) months of ratification of this agreement.
- The University will communicate updates on a regular basis to staff and managers.

The University and the Union agree to add "Job Evaluations" as a standing item on the agenda for the Labour-Management Committee. The parties will endeavour to actively solicit feedback from concerned groups and discuss at the Labour-Management Committee.

LOU
Future of
Work

Letter of Understanding

between:

OCAD UNIVERSITY

("the University")

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 576 UNIT 1

("the Union")

Regarding the Future of Work

The University and the Union recognize the value of supporting employees to achieve fair and appropriate work/life balance through flexible working practices.

The University has already communicated the guiding principles of "Office with purpose", "Priority for physical, mental and social health", "Rebalance the work/life equation", "Hybrid is the new normal" and "Flexibility comes with accountability".

The University and Union agree to the following:

- The University commits to exploring the various recommendations in the "Future of Work" report from 2022. Such topics may include, but are not limited to: flexible work, labour market expectations, staff retention, external trends and fluctuations, guiding principles for remote work, a 4-day work week.
- The University will communicate updates on a regular basis to staff and managers.

The University and the Union agree to add "Future of Work" as a standing item on the agenda for the Labour-Management Committee. The parties will endeavour to actively solicit feedback from concerned groups and discuss at the Labour-Management Committee.

14.02

The University may, from time to time, hire temporary employees and shall copy the Union on any temporary employee contracts issued, including the position, classification and duration of the contract. Temporary employees shall not be covered by the terms and conditions of this Collective Agreement except as specified in Articles 6 (Respectful Work & Learning

	Environment / No Discrimination), 14 (Temporary Employees), and 24 (Health & Safety) <u>and 29 (Hours of Work)</u> . Temporary employees shall not be used in order to circumvent the hiring of new employees. Neither shall they be used where employees under this Collective Agreement are on layoff and have the required qualifications, skills, ability and experience to do the work available.
12.01	<p>Probationary period</p> <p>12.01 An employee shall be considered on probation and shall not be subject to the seniority provisions of this Collective Agreement, nor shall the employee's name be placed on the seniority list until after the employee has completed six (6) months of active work with the University. Upon completion of such probationary period, the employee's name shall be placed on the appropriate seniority list with seniority dating from the date the employee was last hired by the University.</p> <p><u>Upon request by the University and at least 20 working days before the expiry of the probationary period, the parties may mutually agree to extend such probationary period. Such an extension may be for any period which is mutually agreed but shall not exceed three (3) months.</u></p> <p>Any probationary employee may be released from employment, at the University's discretion, provided that such discretion is not exercised in a manner that is discriminatory, arbitrary, or in bad faith.</p>
29.13	Amend Article 29.13 to increase meal allowance from \$15.00 to \$20.00
29.17	Amend article 29.17 to increase shift premium from \$1.00 and \$1.25 to \$1.50
1.01 (and re number)	<u>OCAD University and the Union acknowledge the ancestral territories of the Mississaugas of the Credit, the Haudenosaunee, the Anishinaabeg and the Huron-Wendat, who are the original owners and custodians of the land on which work, stand and create.</u>
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 the President; <u>the Vice-Presidents, the Directors, the Managers, and persons of equivalent and higher rank; persons excluded by reason of their exercising managerial functions or excluded by reason of their employment in a confidential capacity in matters relating to labour relations and persons above such ranks; persons covered by subsisting labour agreements;</u> student interns, students employed during the school vacation period, and persons hired for a specific assignment or fixed term contract or pursuant to a government sponsored program where the person's wages are subsidized or paid in full by the government.
16.02	<p>16.02 The following provisions of the Collective Agreement have no application to part-time employees:</p> <p>Article 12 - Seniority Article 15 - Layoff and Recall Article 27 - Call in Allowance Article 30 - Health and Welfare Article 36 - Sick Leave</p>
29.18	29.18 It is agreed that Article 29.14, Article 29.15 and Article 29.17 have no application to part-time employees.
	Increase paramedical from \$500.00 to \$1000
	Increase Psychologist, Psychotherapist, Social Worker, Physiotherapist from \$1000.00 to \$2000

Appendix A	<p>Update Salary Schedules to reflect the following across-the-board increases:</p> <p>June 1, 2021 -1%</p> <p>June 1, 2022 -1%</p> <p>January 1, 2023 -1%</p> <p>June 1, 2023 -1.5%</p> <p>January 1, 2024 -1.5%</p> <p><u>A one-time payment of \$1,000 per OPSEU Local 576 Unit 1 member, payable upon ratification.</u></p>
	<p style="text-align: center;"><u>Letter of Understanding</u> between: <u>OCAD UNIVERSITY</u> <u>("the University")</u> and <u>ONTARIO PUBLIC SERVICE EMPLOYEES UNION LOCAL 576 UNIT 1</u> <u>("the Union")</u> <u>Regarding Workload</u></p> <p><u>The University values its employees and is committed to finding ways to address issues of workload.</u></p> <p><u>The University and Union recognize that it is important to hear directly from employees regarding their workload, wellbeing, and overall functioning of the University.</u></p> <p><u>The University and Union agree to the following:</u></p> <ul style="list-style-type: none"> • <u>The University will conduct an organization-wide review of the quantitative demands, work pace, and work environment for the various roles within the bargaining unit at the University.</u> • <u>The parties will collaborate on an employee survey to be sent as soon as possible, but no later than March 29, 2024.</u> • <u>The University will summarize the findings of the review no later than May 31, 2024, and will use the findings to inform future bargaining between the parties.</u> • <u>The parties may utilize the resources through the Occupational Health Clinics for Ontario Workers (OHCOW).</u> <p><u>The University and the Union agree to add "Workload" as a standing item on the agenda for the Labour-Management Committee. The parties will endeavour to actively solicit feedback from concerned groups and discuss at the Labour-Management Committee.</u></p>
24.05	<p><u>The University shall, where reasonable, avoid situations requiring employees to work alone for prolonged periods, or in environments that are accessible to non-employees.</u></p> <p><u>In cases where an employee is required to consistently work alone, the University shall, before assigning the employee to work alone, identify hazards, provide training, and implement policies, equipment, and procedures.</u></p> <p><u>Ongoing concerns regarding an employee working alone can be brought directly to either the Joint Health & Safety Committee or the Labour-Management Committee.</u></p>

