Letter of Understanding (LOU)

Between

OCAD University (the "Administration")

And

OCADU Faculty Association (the "Association")

And

OPSEU Local 576 (the "Union")

(Together referred to as "the Parties")

WHEREAS the COVID-19 pandemic and related public health guidance and provincial legislation have had a significant impact on normal University operations and course delivery;

And WHEREAS on December 16, 2021 the University announced a delay to the start of instructional classes to January 28, 2022 and a <u>revised duration</u> for the Winter 2022 term in response to the Public Health Advice and related COVID-19 restrictions;

And WHEREAS the Parties recognize that as a result of this change, there may be impacts to the contract dates for certain employee groups: OPSEU Unit 2 Staff (Student Monitors, Models and Class Assistants) and certain OCADFA Contract Faculty and Contract Academic Staff (Sessional Instructors, Tutorial Leaders and Marker/Graders);

And WHEREAS the measures set out in this letter are temporary in response to the COVID-19 pandemic and apply only for the period of the Winter 2022 term in response to the pandemic and the pandemic-related restrictions:

NOW THEREFORE the Parties agree as follows:

- 1. To adjust applicable contract end dates to May 2, 2022 to align to the revised Winter 2022 term;
- 2. To maintain total compensation and total hours in accordance with original contracts with all hours to be worked within the revised duration:
- 3. In the event work is anticipated to be required beyond the revised end date, employees should notify their supervisor prior to May 2, 2022. The supervisor may either request additional hours (to be approved on a case-by-case basis), or reassign/reorganize the remaining work;
- 4. For Bi-Weekly Casual Staff, the average total hours anticipated or contracted over the term will be honored, and entered in accordance with regular payroll timelines. This may require an indirect connection between hours worked and hours paid, however, employees will be compensated for hours they otherwise would have worked over the period.

This LOU has been entered by the parties on a without prejudice basis and creates no precedent binding on the Parties in any other situation. This LOU is effective upon signing and expires May 2, 2022, unless the Parties agree to extend it.

SIGNED AT TORONTO THIS 21 DAY OF December, 2021

OCADEA

ODSELL