

ECUAD – CUPE Local 15
Offer for Settlement
DATE: September 20, 2023
TIME: 1:49

Introduction

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the Employer to the Union for the renewal of the expired 2019-2022 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.



MEMORANDUM OF AGREEMENT

between the

Emily Carr University of Art and Design

(hereinafter called "the Employer")

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, Local 15 (CUPE)

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF EMILY CARR UNIVERSITY OF ART AND DESIGN, ACTING ON BEHALF OF EMILY CARR UNIVERSITY OF ART AND DESIGN (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE EMILY CARR UNIVERSITY OF ART AND DESIGN BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE LOCAL 15 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2022 to March 31, 2025, both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

4. Schedule "A"

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".


5. Schedule "B"

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

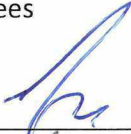


Signed this 30 day of September, 2023.

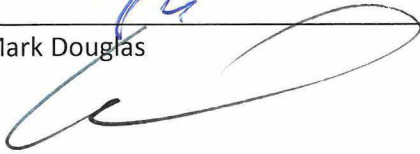
BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Adrian Tees



Mark Douglas



William Newhouse

Sandeep Sidhu



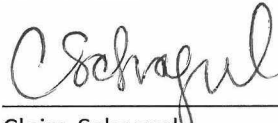
BARGAINING REPRESENTATIVES
FOR THE UNION:



Kathie Currie



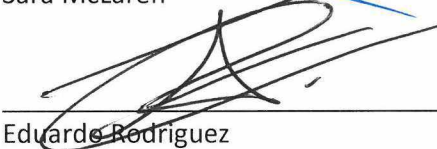
Alex Fowler



Claire Schagerl



Sara McLaren



Eduardo Rodriguez



Schedule "A"

1. Wage Increase

SCHEDULE "B" in the Collective Agreement

The hourly rates in schedule B will be increased in accordance with the following:

General Wage Increase

- (a) Effective April 01, 2022, all wage rates which were in effective on March 31, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.*
- (b) Effective April 01, 2023, all wage rates which were in effect on March 31, 2023 shall be increased by 6.75%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (note: this increase includes the COLA amount of 1.25% in addition to 5.5% general increase).*
- (c) Effective April 01, 2024, all wage rates in the collective agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above wage increases may be adjusted pursuant to Letter of Understanding #XX Re: Cost of Living Adjustment.

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

* These wage increases shall apply retroactively to all employees internal to the University on the date of ratification of this MOA and any employee who retired on or after April 1, 2022 who applies to the College within 12 weeks of ratification.

In addition the following amendment to the hourly and monthly scales will apply:

~~1The first day of the first full pay period after this date.~~



2. Cost of Living Adjustment

Letter of Understanding #XX Re: **Cost of Living Adjustment**

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.



3. Term of the agreement

Amend Article 1.1 as follows:

1.1 Term of Agreement

This Agreement will be for a term of **36 months from April 1, 2019 2022**, to March 31, ~~2022~~ **2025**, both dates inclusive.

4. Health Insurance

10.8.6 Eye Exam

Permanent employees will be entitled to be reimbursed a total of **one hundred dollars (\$100)** ~~seventy five dollars (\$75)~~ every two years for **vision eye exams**.

Effective ~~June 1, 2020~~, **October 1, 2023**, eye exam coverage will increase to **one hundred and twenty five dollars \$125** ~~100~~ every two years.

Not to be included in the collective agreement, effective January 1, 2024:

- i. Health Spending Account for Extended Health and Dental: Subject to the insurer's plan for eligible expenses, \$300 per calendar year on the basis of:
 - a. Credit carry forward - the HSA amount is allocated at the beginning of the year. The unused credits in the year are carried forward for one additional year. If these are not used by the end of year 2, the amounts are forfeited.*
 - b. Coordination of benefits (COB) - claims are required to go through all other sources (including COB) before HSA funds can be accessed.**
- ii. The prescription drug plan will change to a voluntary generic prescription drug plan.*

5. Dental Plan

10.13 Dental Plan

10.13.1 A dental plan for all eligible permanent employees will be provided on the following basis:

- basic dental services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees;
- prosthetics, crowns and bridges (Plan B) paying for ~~seventy-five~~ **fifty** percent (~~575%~~) of the approved schedule of fees;
- orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees.



6. Percentage in Lieu of Paid General Holidays – Various Articles

- 2.5.8 Casual employees will be paid ~~five four~~ and ~~two four~~-tenths percent (~~5.2 4.4~~%) of gross pay in lieu of paid general holidays, Clause 10.3.
- 2.8.7 Subject to Clause 2.8.8, Term employees are entitled to all general holidays with pay (Clause 10.3) that fall between 1 September and 30 April. They will be paid ~~five four~~ and ~~two four~~-tenths percent (~~5.2 4.4~~%) of gross pay in lieu of paid general holidays for time paid between 1 May and 31 August.
- 2.9.6 Employees who work additional hours in the same classification that they regularly work will be paid their regular hourly rate for all hours worked plus ~~five four~~ and ~~two four~~-tenths percent (~~5.2 4.4~~%) in lieu of general holidays, and vacation pay based on their length of service. They will also receive deferred savings (Clause 10.7) and gratuity plan (Clause 10.12) for their additional hours.
- 2.9.7 Employees who work additional hours in a different classification than they regularly work will be paid the hourly rate for that classification plus deferred savings (Clause 10.7), and ~~five four~~ and ~~two four~~-tenths percent (~~5.2 4.4~~%) in lieu of general holidays. Step placement on the scale and vacation pay shall be according to the employee's length of service with the University.
- 10.3.4 Casual employees will be paid ~~five four~~ and ~~two four~~-tenths percent (~~5.2 4.4~~%) of gross pay in lieu of paid general holidays.
- 20.13.3 Employees who accept casual work will be paid the hourly rate for the classification plus four and four-tenths percent (4.4%) in lieu of general holidays. Step placement and vacation pay will be based on accumulated casual service.

7. Schedules and LOU

Schedule A – Renew and Update

Schedule B – Renew and Update

Schedule C

- LOU #1 – Renew
- LOU #2 – Renew
- LOU #3 – Renew
- LOU #4 – Renew
- LOU #5 – Delete (As per Green Sheet H5)
- LOU #6 – Renew
- LOU #7 – Renew



Schedule D – Renew and Update (as per Green Sheet S4)

Schedule E – Renew and Update

Schedule F - Renew

8. New LOU #TBD: Wellness and Health Initiative Program (WHIP)

The parties agree to the creation of a Wellness and Health Initiative Program (WHIP) to support and promote the health and wellness of CUPE members. WHIP aims to:

- Encourage sustainable habits of wellness;
- Increase awareness of factors and resources that contribute to personal well-being; and
- Inspire individuals to take responsibility for their own health (physical, emotional and/or psychological).

The WHIP fund is distinct from the Professional Development Funds and Service Improvement Allocation funds and will be administered through HR and two (2) designated CUPE members (the WHIP committee).

All employee applications will be submitted to the WHIP committee for approval. Funds are allocated on an equity basis and will be available on a first-come first-serve basis, and must adhere to the following criteria:

- Eligible expenses are as per an approved list;
- Must have been incurred in the current fiscal year;
- The expense must benefit the employee directly;
- May only be submitted once per fiscal year; and
- Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed.

Once approved, employees will submit receipts through a process determined by the University.

Eligible activities and opportunities supported by this allocation will focus on:

- Promoting personal wellness including:
 - Fitness trackers
 - App subscription
 - Books and other literary resources, both physical and digital
- Consulting health and wellness professionals
- Accessing health and wellness facilities, classes and/or programs
- Equipment (excluding clothing and footwear), supplies and/or materials
- Other expenses deemed reasonable by the WHIP Committee

The funding amounts will be in accordance with the following schedule:



Year 1: Effective April 1, 2022	Year 2: Effective April 1, 2023	Year 3: Effective April 1, 2024
\$25,196	\$51,462	\$46,280

For years one (1) and two (2) any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year three (3), funds not allocated within the fiscal year will be carried over. The April 1, 2024 (year 3) amount (see above) represents the ongoing funding for this initiative.

This Letter of Understanding expires on March 31, 2025.

9. New LOU #TBD: Gratuity Article 10.12

Joint Committee on Review of the Gratuity Plan

1. The parties agree to establish a Joint Committee on Review of the Gratuity Plan Article 10.12.
2. The committee shall be equally represented and shall consist of three (3) Employer Representatives and three (3) Union Representatives. Either party may bring experts with agreement of the other party and the parties shall each bear their own costs of participation.
3. The goal of the Committee is to review Article 10.12 and make recommendations to align with the goals of the University regarding Equity, Diversity and Inclusion for the next round of negotiations.
4. The Committee will meet from October 1, 2023 until March 1, 2025, unless otherwise agreed by the parties.
5. The Committee may make recommendations to the University and the Union. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.

The committee will begin its work after October 1, 2023 and conclude its work no later than March 1, 2025 at which time this LOU will expire.

10. Professional Development

Not to be included in the collective agreement:

The University will allocate \$8,000 to the current PD fund, bringing the fund total to \$33,000 per annum.

Schedule "B"

The following attachments are tentative agreements between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following attached tentative agreements form part of this schedule and Memorandum of Agreement.

Description	Date Signed
Art 2.4 & Art 10.5	April 4, 2023
Art 2.8.7	January 20, 2023
Art 4.5	June 14, 2023
Art 6 Grievance and Arbitrations Procedure	June 14, 2023
Art 8.5.2	April 4, 2023
Art 10.1.7	April 4, 2023
Art 10.2 Christmas Break	April 4, 2023
Art 10.3.1 General Holidays	March 28, 2023
Art 10.7 Deferred Savings Plan	January 13, 2023
Art 10.8 Health Insurance	January 10, 2023
Art 10.18	January 20, 2023
Art 11.4 Bereavement Leave	June 14, 2023
Art 11.6 Leave for Domestic or Sexual Violence	January 20, 2023
Art 11.12 Gender Affirmation Leave	April 4, 2023
Art 11.X - BC ESA	April 4, 2023
Art 16 Personal Harassment	June 14, 2023
Art 16.1.1	January 20, 2023
Art 17.1.1	January 20, 2023
Art 18.8 Workers Compensation Act	June 14, 2023
Art. 20.1 Personnel File (new 4.10)	January 10, 2023
Art. 20.16 Singular and Plural (new 2.1.4)	March 31, 2023
Art. 20.2 Correspondence (new 4.11)	January 10, 2023
Art. 20.3 Excess Workload (new 8.6)	January 10, 2023
Art. 20.4 Disciplinary Meetings (new 4.12)	January 10, 2023
Art. 20.5 Use of Audio and/or Video Recording Devices in Meetings (new 16.4)	January 10, 2023
Art. 20.6 Present Conditions and Benefits (new 21.6)	January 10, 2023
Art. 20.7 Production of Agreements (new Article 21)	January 10, 2023
Art. 20.9 Ethics and University Policy (new 16.5)	January 10, 2023
Art. 20.10 Discipline or Dismissal (new 4.X)	January 10, 2023
Art. 20.11 Written Response (new 16.5)	January 10, 2023
Art. 20.13 Early Return from Leave (new 17.5)	January 10, 2023
Art. 20.14 Recovery of Overpayments (new 9.6)	January 10, 2023
Art. 20.15 Hiring Committees (new 17.5)	January 10, 2023
Art. 20.17 Personal Computer Purchase Plan (new 10.19)	January 10, 2023



Art. 20.18 Bike Purchase Plan (new 10.20)	January 10, 2023
Art. 20.19 Intellectual Property	January 10, 2023
Art. 20.20 Excluded Positions (new 7.7)	January 10, 2023
Art 20.X Public University Board Meetings	April 4, 2023
LOU #5, Art 10.8.1, Art 10.13.1	June 14, 2023
LOU #7 Service Improvement Allocation (SIA)	January 10, 2023
LOU re: Critical Incident Leave	April 5, 2023
LOU re: Telecommuting	April 4, 2023