

# MEMORANDUM OF AGREEMENT

Between

EMILY CARR UNIVERSITY OF ART AND DESIGN ("the University" or "the Employer")

And

CUPE Local 15 – VMECW ("the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE  
TO RECOMMEND TO THE EMILY CARR UNIVERSITY OF ART AND DESIGN BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNION AGREE TO  
RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 (the "New  
Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 5 inclusive.

**2. Term of Agreement**

The term is April 1, 2014 to March 31, 2019.

**3. Effective Dates**

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

**4. Proposed Amendments ("Appendix A")**

The Employer and the Association agree to the proposed amendments to the new Collective Agreement attached to this Memorandum of Agreement.

*[Handwritten signature]*

Emily Carr University/ CUPE Bargaining

Without Prejudice E & OE

June 22

**Article**

2.3

**Proposal**

2.3.1

A probationary employee is one who is engaged for a probationary period of six (6) working months to determine competence and suitability for a permanent position. **The probation period may be extended by mutual agreement in the event the employee has not completed a full work cycle or in other extraordinary circumstances. Requests for extensions will not be unreasonably denied.** A probationary employee will not be placed on permanent staff until the appointment is approved by the University.

**17.3**

**Promotion or Transfer**

17.3.1

Employees who are promoted or transferred to new positions will serve a three (3)-month working trial period in the new positions before being confirmed in the appointment. **The trial period may be extended by mutual agreement in the event the employee has not completed a full work cycle or in other extraordinary circumstances. Requests for extensions will not be unreasonably denied.**

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2.7

**New Article:**

Add as 2.7.5

**Permanent Part-time employees regularly working less than fortypercent of full-time are not eligible for benefit coverage. Part-time term employees' eligibility will be based on an averaging of their scheduled hours of work over a complete year using 728 hours as the yearly equivalent to fortypercent. Such employees will receive twelve (12%) of gross salary in lieu of benefits which shall include:**

- Sick Leave, Clause 10.4
- Deferred Savings, Clause 10.6
- Health Insurance, Clause 10.7
- Group Life Insurance, Clause 10.9
- Gratuity Plan, Clause 10.11
- Dental Plan, Clause 10.12

The hours of work for part-time (including Term) employees working less than forty percent will be reviewed at the end of each calendar year. Should their hours for the year exceed 728 they will be eligible for benefit coverage in the following calendar year. In subsequent years, should the hours worked be less than 728 in the calendar year they will revert to receiving the percentage in lieu of benefits as described above.

**New Article:**

Add

**10.4 Permanent Part-time Benefit Coverage**

**Permanent Part-time Employees regularlyworking less thanforty percent of full-time are not eligible for benefit coverage, in accordance with 2.7.5 (new number as referenced above)."**

Renumber all subsequent proposals

Change all relevant references in 10.4, 10.6, 10.7, 10.9, 10.11, and 10.12 from "permanent employees" to "eligible permanent employees".

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Delete:

- ~~10.12.5~~ The premiums for the dental plan will be paid totally by the University, except when employees regularly work less than seventeen and one-half (17 1/2) hours per week. If employees work less than seventeen and one-half (17 1/2) hours per week, the University will pay a pro-rated portion of the premium with the employees paying the balance.
- ~~10.12.6~~ Clause 10.12.5 will apply to Term employees averaging their scheduled hours of work over a complete year using 910 hours as the yearly equivalent to seventeen and one-half (17 1/2) hours per week.
- ~~10.12.7~~ The scheduled hours of work for part time or Term employees who were expected to work less than 910 hours in the year will be reviewed at the end of each year. Should their scheduled hours of work for the year exceed 910 hours, the University will refund the dental premiums paid by the employees.

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5.02 - agreed

~~The Union will be represented on this Committee by a staff representative and either its shop stewards or its Bargaining Committee, as required.~~ **The Joint Consultation Committee shall consist of up to three (3) Union representatives (including the Staff Representative or designate) and up to three (3) representatives from the University.**

11.3.2 - agreed

11.3.2 Leave will be granted for a period not to exceed three (3) working days commencing ~~no later than the date of the funeral.~~ Employees will advise the University of the time required as far in advance as possible.

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~~the employee provides a certificate from a medical doctor stating that she is able to perform her duties.~~

### Renumber balance of Article

- 12.1.10 Subject to Clause 12.1.12, an employee on maternity leave will be entitled to Special Supplementary Employment Benefits, Clause 12.6, for any health-related absence that commences during the portion of maternity leave required by the *Employment Standards Act* (the first 18 consecutive weeks). The employee will provide a certificate from a medical doctor establishing the length of time the employee is or was unable to work due to the pregnancy.
- 12.1.11 Health-related absence is defined as that portion of time that an employee is unable to perform her job duties due to the pregnancy.
- 12.1.12 Permanent employees **on maternity leave, who have continued participation in the LTD Plan and who** are disabled for three (3) months ~~will~~ **may** be eligible for long term disability benefits, Clause 10.10, **upon their prescheduled return to work, provided they are still disabled** and subject to the terms and conditions of the long term disability plan insurance contract. ~~As of 1 April 1993, the contract provided that employees who become disabled while in receipt of Employment Insurance Maternity Benefits will be entitled to LTD benefits after three (3) months of the disability. Employees who become disabled after Employment Insurance Maternity Benefits have run out will be entitled to LTD benefits upon their prescheduled return to work, provided they are still disabled.~~

Linked with:

### Article

18 and 19                      **18.0 — VDT Operators' Protection**

~~In keeping with the University's commitment to the occupational health of its employees engaged in the operation of equipment with video display terminals, (VDT operators), this Clause 18.0 will apply specifically to those employees.~~

**18.1 — Installations**

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~~18.5.3 The University will provide time off with pay for examinations.~~

~~18.5.4 The University will cover any employee costs for glasses, beyond what is provided under the extended health plan, provided that it can be proven that the requirement for glasses is a result of working at the VDT at the University.~~

~~18.5.5 In their letters of appointment, employees will be advised to have an eye examination. The letters will recommend that the results of the examination be placed on their personnel file.~~

**18.6 Occupational Health and Safety Updates**

~~The University will allow the Union up to four (4) hours with each employee (on a group basis, where practical) on an annual basis for the purpose of updating the employee's knowledge of current developments in the area of occupational health and safety as it pertains to video display terminals.~~

**ARTICLE 18 – HEALTH AND SAFETY**

**18.01 Workers Compensation Act**

**18.01 The University and the Union agree to comply with all regulations made pursuant to the Workers Compensation Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of the Faculty, staff, students and the University.**

**18.02 It is agreed that the maintenance of a safe, non-hazardous and sanitary environment requires the cooperation and contribution of every employee and of the University. Accordingly, Employees are obligated to fully comply with any and all**

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All computer installations and usage will meet the regulations and guidelines of the Workers Compensation Act. (WCB),

#### 18.08 Training

18.08 CUPE representatives to the Occupational Health and Safety Committee are entitled to paid training time in accordance with the Workers Compensation Act and subject to operational requirements.

#### ~~19.0 — Occupational Health and Safety~~

#### ~~19.1 — Health and Safety Committee~~

~~19.1.1 — The University and the Union will maintain a Joint Health and Safety Committee as required under the Workers' Compensation Act.~~

~~19.1.2 — The Committee will meet according to the Workers' Compensation Act at regular intervals to be determined by the Committee.~~

~~19.1.3 — The Committee will make recommendations on unsafe, hazardous, or dangerous conditions with the aim of preventing and reducing the risk of occupational injury and illness.~~

~~19.1.4 — The University undertakes to correct any working conditions and ergonomic environments which are not safe.~~

**Renumber remainder of Article 19**

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15.1.9 Education leaves will be without pay unless otherwise authorized. The normal benefit premium share will continue for the duration of the leave.

15.1.10 Employees who do not return to work **for a period of time equivalent to the length of the leave of absence** following an education leave **will** may be required to repay any benefit premiums and tuition fees the University has paid on their behalf during the leave, **less any pro-rated amount for the portion of time served subsequent to the leave..** Repayment may be deducted from any vacation, gratuity or other pay that the employees are entitled to.

~~15.1.11 NEW — Following completion of an education leave, an employee will be eligible to request another education leave of absence after completion of an additional five (5) years of service~~

Re-order Professional Development and Emily Carr Courses

## 15.2 Professional Development

### 15.2.1 Professional Development Leave

Professional Development Leave with pay is available to a maximum of ten (10) days a year (**pro-rated for part-time employees**) for each temporary and permanent employee who has completed one (1) year of continuous service (~~pro-rated for part-time employees~~).

15.2.2 Professional Development Leave may be used for **attendance at workshops, conferences, courses** visits to other institutions, day lectures, seminars, symposiums, etc. which are deemed beneficial equally to the employee and the University.

15.2.3 Employees who wish Professional Development Leave will apply in writing to their **Manager for leave approval with as much lead time as is possible.** ~~Professional Development Committee, preferably two (2) months in advance.~~

## 15.3 Professional Development

15.3.1 Profession Development is available to each temporary and

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- 15.2.4 If the potential enrolment of non-employee applicants for the course exceeds the maximum number of students allowed by the University and/or the designated instructor, employees will not be permitted to participate at that time.
- 15.2.5 Employees will not be counted as official "enrolled students" in order for the course to exceed the minimum number of students stipulated by the University and/or the designated instructor.
- 15.2.6 The Manager or designate may consider any request for rescheduling or leave of absence without pay to attend courses. Requests will be made in writing at least five (5) days prior to the commencement of the course. Rescheduling or leave will not adversely affect the operational requirements of the University.

While not to be included in the collective agreement, the Union agrees to withdraw the "Tong Grievance".

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## Letter of Understanding

### Term Length

For the balance of the 2014 - 2019 collective agreement only:

Term employees and positions will normally be scheduled for:

17 weeks in the Fall semester and,

17 weeks in the Spring semester

- additional days immediately prior to or immediately following classes, may be added with agreement of the employees. The University will endeavour to notify affected employees of the first day of their term by May each year and of the last day of their term by March each year

The University and the Union agree to review the term assignment length once fully operational in the New Campus to make recommendations to their principles for changes to the collective agreement after 2019. Any changes are subject to ratification by CUPE, the University and the Post-secondary Employers' Association.

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Emily Carr University/ CUPE Bargaining

Without Prejudice E & OE

July 15 2015

**Letter of Understanding #1 – Great Northern Way**

**The parties recognize the practice of University consultation prior to and the Union's cooperation around change affecting employees as contemplated by Article 20.1. In this spirit and** in anticipation of a ~~possible~~ new campus for Emily Carr University at the Great Northern Way site, the University is committed to engaging support staff in the design and planning process, **including move and operations planning**, in accordance with Articles 20.0, **20.1, 20.2** ~~20.2.1~~ and 20.3 of the Collective Agreement.

The Joint Consultation Committee will be tasked with monitoring the effectiveness of the consultation with support staff and will address any issues that may arise during this process.

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10.6 Deferred Savings Plan

- 10.6.1 **Deferred Savings entitlement is available to permanent employees, six (6) months following completion of their probation period, pursuant to article 2.3.1**
- 10.6.2 The University will contribute an amount equal totwo percent (2%) of the salaries of **eligible**permanent employees who elect to participate and the employees will contribute one and one half percent (1½%).**Effective April 01 2017, the University will contribute an amount equal to two and one-half (2.5%) of the salaries of eligible permanent employees who elect to participate.**
- 10.6.2 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plan as provided for in Clause 2.4.11.
- 10.6.3 The contributions are deposited in a trust fund for the benefit of the employees, and can be withdrawn according to the contract with the trust company covering the trust fund.

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"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget – Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend

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July 15 2015

- (a) Effective the first day of the first full pay period after April 01, 2015 ~~or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later)~~, all annual rates of pay in Schedule B of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%).
  - (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Schedule B of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.
  - (c) Effective the first day of the first full pay period after April 01, 2016, all annual rates of pay in Schedule B of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
  - (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Schedule B of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.
  - (e) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Schedule B of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
  - (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Schedule B of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.
  - (g) Effective the first day of the first full pay period after April 01, 2018, all annual rates of pay in Schedule B of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).
  - (h) Effective the first day of the first full pay period after February 01, 2019, all annual rates of pay in Schedule B of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.
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Emily Carr University/ CUPE Bargaining

Without Prejudice E & OE

June 23 2015

**Proposal**

Housekeeping

Update Schedule A

~~Update Schedule B~~

Renew Understandings from 2001-2004 Bargaining

Renew LOU #1, #2,

Amend LOU 4 April 2013 to become LOU#3

Update Schedule E

~~Remove~~ **Renew** Schedule F

- 10.4.7 When employees have been paid sick leave and later recover some or all of this from a third party insurance plan, the amount recovered will be paid ~~directly~~ to the University **by the employee or directly by the third party insurance plan.**