

Memorandum of Agreement
between
Emily Carr Institute
and
Emily Carr Institute Faculty Association

The Parties agree as follows:

1. The *Collective Agreement* that expired March 31, 2004 shall be renewed as amended by the changes and/or revisions agreed to by the Parties and attached to this Memorandum.
2. The Parties shall recommend the tentative *Agreement* with all changes agreed to, as per Attachments A and B, to their respective principles for ratification.
3. The Parties will cooperate to jointly edit the revised *Agreement* to ensure that the agreed upon changes are correctly incorporated into the new *Agreement* (eg articles and clauses renumbered if required, references to salary steps adjusted as per agreement, etc).
4. With the exception of the following, all changes to the *Agreement* shall be effective the date of ratification by both Parties:
 - I. Step 1 of the Faculty Salary Grid shall be increased by \$2,666, effective April 1, 2004.
 - II. Effective August 29, 2005, the basis for Non-Regular salary calculations shall be Salary Scale Step 7 (\$55,857) of the April 1, 2004 salary grid.
 - III. Non-Regular Faculty currently on contract shall have their stipend adjusted on the basis of Step 7 of the April 1, 2004 salary grid retroactive to August 29, 2005.
 - IV. Lecturer salary calculations shall be based on the Non-Regular remuneration formulas with an annual progression through the Faculty salary grid from Step 6 to a maximum of Step 3 of the April 1, 2004 Faculty Salary grid.
 - V. Lecturers currently on contract shall have their stipend adjusted on the basis of Step 3 of the April 1, 2004 Faculty Salary grid, effective August 29, 2005.

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Attachment A

The following is a list of the proposal changes and/or revisions to the Collective Agreement which, together with those proposals agreed to in previous meetings between the Parties, and noted on Attachment B, will constitute the new Collective Agreement. Unless specifically stated otherwise, all changes will become effective the date of ratification by both Parties.

1.07 Professional Development Fund Committee

Institute's proposal of March 1, 2005.

1.08 The Development Review Committee

Agreed to.

1.13 Tenure and Promotion Review Committee

Institute's proposal as revised November 8, 2005.

1.15 Placement Committee

Agreed to.

8.03.3 Non-Regular Appointments

The Institute agrees to increase the basis for calculating the stipend for Sessional Faculty to Step 7 of the Salary grid, and the Faculty Association agrees to the Institute's proposal as revised September 21, 2005.

8.03.4 Lecturer Appointments

The Institute agrees to increase the basis for calculating the stipend for Lecturer Faculty to Step 3 of the Salary grid, and the Faculty Association agrees to the Institute's proposal as revised November 16, 2005.

8.03.6.1 Right of First Refusal

Institute's proposal as amended November 16, 2005.

8.03.6.2 Priority Basis for Course Allocation

Institute's proposal of November 16, 2005.

8.03.6.3 Retention of Right of First Refusal

Institute's proposal of November 16 2005.

- 10.02.1 Probationary Selection Committee
Institute's proposal of September 8, 2005.
- 11.03.3 Tenure and Promotion Committee
The Institute's revised proposal of November 16, 2005.
- 13.03.1 Contact Hours
The Institute's proposal of September 02 2005
- 13.04 Course Preparation
The Institute's proposal of September 2, 2005.
- 14.11 Cancellation Fees for Non-Regular Faculty
The Institute agrees to the Faculty Association's proposal to increase the cancellation fee in (b) from two to three weeks.
- 17.01.4 Professional Development Month
The Institute's proposal of September 21, 2005.
- 17.03.1 Professional Development Fund Committee
The Institute's proposal as revised December 20, 2005.
- 18.10.1 Salaries on Sabbatical
The Institute's proposal as revised November 16, 2005.
- 19.06 Public Duties
Agreed to.
- 34.0 Reductions in Faculty
Institute's proposal of August 24, 2005.
- 38.0 On-Line Learning
Institute's proposal of September 2, 2005.
- 40.01 Deferred Salary Plan
The Institute agrees to meet with the Faculty Association before the end of the academic year 2006 to discuss the feasibility of, and interest in, establishing a Deferred Salary Plan.

L/U Article 18

Institute's proposal of September 2, 2005.

L/U April 1, 2006 Increase to Top Step of Salary Scale

Institute's proposal as revised December 20, 2005.

L/U Creation of Regular Positions

Faculty proposal of October 31, 2005.

L/U Grandfathering of Lecturers Ability to use ROFR

Institute's proposal of December 20, 2005.

Economic Proposals and Term of Agreement

The Collective Agreement would be renewed for the period April 1, 2004 to March 31, 2007 with the following changes to the Salary grid and placements on it:

- The Provincial Salary grid would be adopted effective April 1, 2004.
- Adjustments for Regular Faculty on the top Step of the Salary grid would be applied retroactively, as proposed November 16, 2005.
- The Step placement used for calculating stipends for Lecturers would be increased to Step 3, retroactive to August 29, 2005, the commencement date of the Fall Semester.
- The Step placement used for calculating stipends for Non-Regular Faculty other than Lecturers would be increased to Step 7, retroactive to August 29, 2005, the commencement date of the Fall Semester.
- An increase to the top Step of the Faculty Salary grid as presented December 20, 2005.

Attachment B

Articles Agreed Upon

The following proposals have been agreed upon by the Parties prior to this offer for settlement.

- 1.10 Probat'y Select'n Comm
- 1.11 Probationary Selection Committee
- 1.14 Delete Joint Workload Committee
- 4.04.1 Comp'n of Committee
- 4.04.2 Purpose of Committee
- 5.03 Release Time for Faculty
- 10.02.6 Hiring Recommendations
- 10.02.7 Board Approval
- 10.05 Equity Hiring
- 11.02.1 Performance Review - General
- 11.02.3 Devm't Review Committee
- 11.04.2 Tenure Reviews
- 12.06 Faculty Members' Professional Practice and Research
- 13.01.3 Assignment of Workloads
- 13.04 Administrative Responsibilities
- 13.06 Reduced Workload
- 13.08 Joint Consultation Committee
- 13.20 Split Workload Averaging
- 19.04 Compassionate Leave
- 19.05 Additional Leaves
- 19.XX Exchange Leave

21.06 Employee Assistance Plan
30.02 Extension of Time Limits
L/U Employment Equity
L/U Article 37 - Intellectual Property Rights

Housekeeping Changes

Article 1 - Definitions

1.07

1.15

3.04

10.02.1

10.03.1

13.01.1

13.08

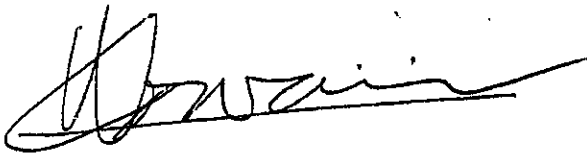
34.03.2

36.03

37.02

**Letter of Understanding
Increase to Top Step of Salary Scale**

The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.



Ann Stobart



Faculty Association

Mike Blum
ECI

December 20, 2005

APPENDIX V

Replace Letter of Understanding with:

Letter of Understanding

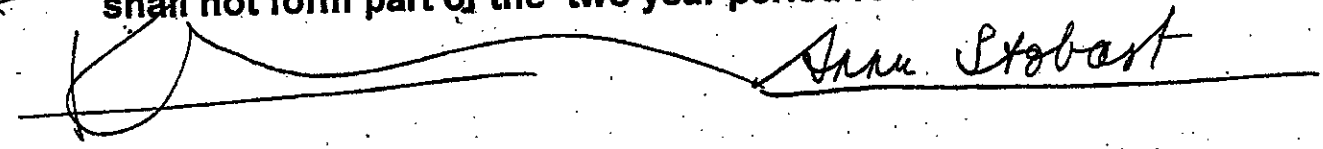
Grandfathering ROFR for Existing Lecturers

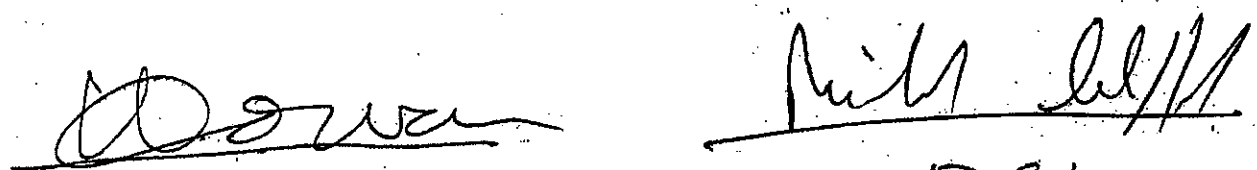
During the Term of this Agreement (April 1, 2004 to March 31, 2007) the Institute and the Faculty Association agree that the following four individuals who have Lecturer status as of 4 April 2004 shall be able to exercise existing Right of First Refusal to the maximum of a full-time equivalent workload, subject to all provisions of Article 8.03.6.

**Janice Ball
Martin Borden
Sheila Hall
Phillippe Raphanel**

The aforementioned Lecturers may retain their Lecturer status for two (2) academic years in the event that they do not secure any contracts during that period. For the purpose of maintaining Lecturer status, courses delivered during the summer shall be considered. If, after two academic years without a contract, they subsequently receive a contract the terms and conditions applicable to Sessional Faculty will apply.

The aforementioned Lecturers may apply for up to one year's leave of absence on a one time basis. If granted, the leave shall not form part of the two year period referenced above.


Anne Probst

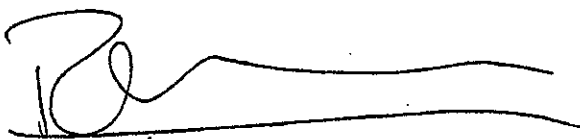
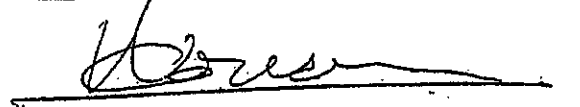

Mike Jeff


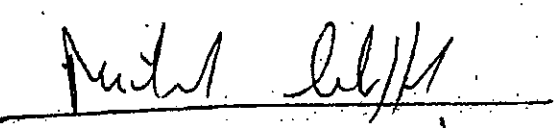
ECJ

Dec. 20/05

- 17.03.1.1 Effective April 1, 2006, the Institute will establish a Professional Development Fund of six-tenths of one percent (0.6%) of the salaries of Faculty Members. This will be the total amount of any funds the Institute is obligated to contribute to professional development, and will replace any and all other professional development commitments.
- 17.03.1.2 The Professional Development Committee will agree on a process and criteria for the review and adjudication of employee applications for disbursement of professional development funds to Faculty Members to support proposed professional development activities.
- 17.03.1.3 The Professional Development Committee will review applications and make recommendations to approve requests for funds to the Vice President Academic.
- 17.03.1.4 The Vice President Academic may approve, modify, reject or request more information about applications from the applicants.

Note: The funds committed to professional development, as per the March 18, 2003 Settlement Agreement, for the years ending March 31, 07/08 and 09 less amounts pre-allocated from this fund as at March 31, 2006 will be applied to increase the total amount of Sabbatical Leave available per year from up to 42 months to up to 48 months until such funds are exhausted. This additional Sabbatical time shall be allocated in accordance with Article 18. Costing of Sabbatical Leaves will be based on the total costs to Emily Carr of replacement, which includes stipend and all statutory and contractual payments.



F A



EC 1. Dec 20/05