

## 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.

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5. 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. The University and the Union will conduct their ratification votes within thirty (30) calendar days of signing of this MOA. This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association ("PSEA") Board of Directors.

Signed this 15 day of July 2015

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER

Sam Stewart

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BARGAINING REPRESENTATIVES FOR  
THE UNION

Kelvin Currie

B. Hill

Chad Mason

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[Signature]  
S. Fowler

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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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## Appendix A

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 regularly working less than forty 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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**Article**

4.5

4.5.7

Time off without pay will be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union. The Union shall give sufficient as much notice as possible, to the University of the request for leave of absence in order to minimize disruption to the operations. Such requests will not be unreasonably denied.

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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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**12.1      Maternity Leave**

- 12.1.1      A permanent employee will be entitled to maternity leave without pay for a period of up to fifty-two (52) consecutive weeks.
- 12.1.2      A temporary employee, a probationary employee or a casual employee will be entitled to maternity leave without pay in accordance with the Employment Standards Act.
- 12.1.3      An employee who takes maternity leave will also be eligible for parental leave.
- 12.1.4      An employee requiring maternity leave will apply in writing to Human Resources at least four (4) weeks prior to the leave, stating the duration of the leave. An employee will provide a certificate from a medical doctor or a registered mid-wife stating the estimated date of birth. ~~subject to the provisions of Clause 12.1.9~~
- 12.1.5      Maternity leave will ~~normally commence no earlier than normally commence~~ eleven (11) weeks prior to the estimated date of birth. ~~Upon request, an employee will commence a maternity leave at a later date, subject to the provisions of Clause 12.1.9.~~
- 12.1.6      If an employee wishes to schedule her return to work within six (6) weeks of the date of birth, the University may require a certificate from a medical doctor stating the employee is able to resume her duties.
- 12.1.7      Where an employee gives birth or the pregnancy is terminated before a request for maternity leave is made and the employee requests a leave and provides a certificate from her doctor stating that she has given birth or the pregnancy was terminated on a specified date, the University will grant her maternity leave. If the pregnancy has been terminated, the leave will be for a period requested by the employee, to a maximum of six (6) weeks. If the employee has given birth, the leave will be for a period as provided for in Clauses 12.1.1 or 12.1.2.
- 12.1.8      Where an employee on maternity leave is unable to return to work at the end of the leave for reasons related to the birth or the termination of the pregnancy which is certified by her doctor, the University will grant further leave without pay for a period specified by the doctor, but not for a period exceeding six (6) consecutive weeks.
- 12.1.9      ~~Subject to the provisions of Clause 18.0, VDT Operators' Protection Health and Safety, the University may require an employee to commence a leave of absence without pay or maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until~~

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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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All installations will meet the standards of the Workers Compensation Board (WCB), Work Safe.

#### **18.2 Pregnant Employees**

Pregnant employees will be entitled, upon request, to be transferred to other work, away from the VDT, without loss of pay.

#### **18.3 Work Hours**

Employees will not be compelled to work longer than two (2) consecutive hours at a VDT before receiving either a rest or meal break or assignment to other duties, for a minimum of fifteen (15) minutes.

#### **18.4 Production Measurements**

18.4.1 Volume measurements may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office.

18.4.2 There will be no individual work measurement.

#### **18.5 Employee Health and Vision Care**

18.5.1 In recognition of the fact that continued exposure to video display terminals may cause damage to an employee's health and/or vision, the University will sponsor and pay for complete physical examinations and vision examinations at the commencement of an employee's assignment to a video display terminal and annually after that.

18.5.2 VDT operators are urged to have a complete physical and vision examination annually so that a doctor can make an accurate assessment of any change to the employee's health that may result from operating a VDT.

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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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reasonable rules of conduct established by the University.

18.03 Pursuant to Division 4 of the Workers Compensation Act, the University shall maintain an Occupational Health and Safety Committee which includes at least one representative selected by the Union. Participation on this committee shall be without loss of pay and shall be considered service to the University.

18.04 The Occupational Health and Safety Committee shall hold meetings at regular intervals and where necessary on an expedited basis to consider any unsafe, hazardous, violent, or dangerous conditions in the workplace, to review any specific complaints pertaining thereto, and to make recommendations pertaining to the alleviation and elimination of occupational health and safety hazards and unfavourable conditions. A copy of all minutes of the Health and Safety Committee shall be employees.

18.05 Every Employee is obligated to report at the first possible opportunity any injury or accident and/or any unsafe, hazardous, violent, or unsanitary condition which might result in an injury or accident, to First Aid personnel and to their immediate supervisor

18.06 The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and make recommendations as appropriate. Recommendations will be reported to the relevant personnel and supervisor.

18.07 Employees have the right to refuse to perform work they reasonably consider to be unsafe, including for pregnant employees. The employee must report the unsafe condition to his or her supervisor or to the appropriate person in Administration. No employee shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties he or she reasonably considered to be unsafe. Resolution procedures will be in accordance with WCB.

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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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**15.0 Educational and Professional Development**

**15.1 Education Leave**

15.1.1 The University will not unreasonably deny leave to attend an educational institution to a permanent employee with at least one ~~(1)~~three (3) years of continuous service

15.1.2 If leave is denied, the reasons for denial will be provided in writing to the employee, who may pursue the matter through the grievance procedure.

15.1.3 Extensions to leaves may be granted provided the total duration of the leave does not exceed the one (1) year.

15.1.4 Requests for education leave beyond that provided in Clauses 15.1.1 and 15.1.3 will be considered under Clause 11.4, Leave of Absence Without Pay.

15.1.5 Employees may **apply to** be reimbursed for the cost of courses, with prior approval **of the University and** subject to provided proof of successful completion or required attendance at the course is provided and the course is **deemed by the University to be of** significant benefit to the University and the employees.

~~15.1.6 The University agrees to amend its current policy to incorporate the concept that where the course benefits the University directly it will be on paid time. If the course is only offered outside the employee's work time the course attendance time off will be scheduled at a mutually convenient time.~~

15.1.7 Applications for education leave ~~for periods in excess of ten (10) working days~~ must normally be submitted to the University President two (2) months prior to the beginning of the requested leave.

~~15.1.8 Applications for leave for periods of ten (10) working days or less will be submitted with as much lead time as practical.~~

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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 (pre-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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permanent employee who has completed one (1) year of continuous service. Requests for professional development may be generated by the employee or the University

- 15.3.2 Professional Development activities requested by the employee and taking place outside of their scheduled work time will be taken on their own time.

Where the University requires the employee to attend a course outside the employee's work time the employee will receive equivalent time off scheduled at a mutually convenient time.

- 15.3.3. Employees requesting Professional Development will submit a written application to the Professional Development Committee, with as much lead time as possible.

- 15.3.4 The Professional Development Committee is a committee consisting of three (3) Union and three (3) University representatives. The Committee will review individual professional development applications for approval.

15.3.5 The Committee will also review and consider other contractual provisions relating to education leave, training in response to technological change, and Emily Carr University courses and make recommendations to the respective principals.

- 15.3.6. The Committee may develop and arrange courses of benefit and interest to University employees, including policy education.

#### **Renumber balance of Article**

#### **15.2 Emily Carr Courses**

- 15.3.1 ~~With the permission of the Admissions Officer (or designate) in accordance with Emily Carr policy, All employees may have registration fees waived for University courses in accordance with the provisions of this clause subject to University policy and the following conditions.~~

- 15.3.2 Employees will take the courses on their time and not during assigned working hours.

- 15.2.3 Employees must register with the University Admissions Office and will meet the necessary entrance requirements for the course.

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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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Article 21.6.1 - agreed

**21.6      Production of Agreements**

21.6.1      Agreements will be produced and distributed within sixty (60) calendar days of the Parties signing the Memorandum of Agreement. **The University agrees to maintain the agreement on its intranet, once implemented.**

Article 21.17 - as proposed June 23

**21.17   Bike Purchase Plan**

Employees are eligible to participate in the University Bike Purchase Assistance Plan, if available, in accordance with the terms set by the University and as amended from time to time.

*Handwritten initials: B. K.*

## 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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## Letter of Understanding

The parties agree to convene a working group of three (3) CUPE representatives from the Technical Services department and three (3) University representatives within one year of the ratification of the agreement. The Working group will review issues and ~~recommend non-cost related~~ strategies to the Vice-President, Academic & Provost, to address the application of the collective agreement to the ~~flowing from~~ current expectations around technical instruction and the impact on Studio Technicians.

Proposals or recommendations having cost or collective agreement impacts will be brought back to the next round of collective bargaining and any collective agreement changes are subject to ratification by CUPE, the University and the Post-Secondary Employers' Association.

Other representatives from Academic Administration and faculty may be invited by the Committee to participate in relevant discussions.

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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 20.2-4 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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THE UNIVERSITY OF CHICAGO  
DIVISION OF THE PHYSICAL SCIENCES  
DEPARTMENT OF PHYSICS  
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RECEIVED: 1998-05-15 10:10:15  
FROM: J. J. HARRIS  
SUBJECT: RE: [REDACTED]

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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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Emily Carr University/ CUPE Bargaining

Without Prejudice E & OE

July 15 2015

## MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

### Definitions

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

"Fiscal year" means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year'.

"Calendar year" is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

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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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- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

**Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

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Without Prejudice E & OE

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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The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

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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.**

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Letter of Amendment for the

MEMORANDUM OF AGREEMENT ("MOA")

Between

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

And

CUPE Local 15 – VMECW ("the Union")

Dated July 15, 2015

The Employer and the Union agree that through an error in the drafting of the MOA, the existing clause 10.12.5 was erroneously struck through in its entirety.

~~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.~~

The intended modification to the collective agreement, as discussed and agreed, was that since new language was added in clause 2.7.5 whereby the employer introduced a threshold for benefit eligibility of 40% for permanent part-time employees, including permanent part-time term employees, consequential changes related to 10.12.5 and other clauses were necessary. The intent was not to strike out "The premiums for the dental plan will be paid totally by the University"; rather the intention was that permanent part-time employees working less than 40% would now receive 12% in lieu of benefits and, therefore, the permanent part-time provision in 10.12.5 was no longer appropriate.

The parties had further agreed to add new language at Article 10.4, Permanent part-time Benefit Coverage, which further clarified the intended change.

**"Permanent Part-time Employees working less than forty percent of full-time are not eligible for benefit coverage, in accordance with 2.7.5"**

Therefore the parties agree to replace the relevant language from the signed MOA of July 15, 2015 with the following:


10.12.5 The premiums for the dental plan will be paid totally by the University, except **for permanent part-time employees working less than forty percent of full-time, as stipulated in article 2.7.5 and article 10.4.** ~~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.~~

FOR THE EMPLOYER



Date: Aug. 05/15

FOR THE UNION



Date: August 5/15