

OFFER OF SETTLEMENT

between

Emily Carr University of Art + Design
(hereinafter called "the Employer" or "ECUAD")

And

Canadian Union of Public Employees, Local 15

Dated: May 21, 2020

Time: 9:30

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 2014-2019 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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement

This Offer is valid until May 27, 2020.



Memorandum of Agreement

between

EMILY CARR UNIVERSITY OF ART + DESIGN ("ECUAD")

(referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 15 ("CUPE")

(referred to as "the Union")

"Errors and omissions Excepted"

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 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, 2019 to March 31, 2022 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 agree 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 agreed 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 22 day of May, 2020.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:



Adrian Tees, AUP Human Resources

BARGAINING REPRESENTATIVES
FOR THE UNION:







SCHEDULE A

1. ARTICLE 1: TERM OF AGREEMENT – 3 year term

1.0 Term of Agreement

1.1 This Agreement will be for a term of ~~sixty (60)~~ **thirty-six (36)** months from 1 April ~~2014~~ **2019** to 31 March ~~2019~~ **2022**, both dates inclusive.

2. GENERAL WAGE INCREASES

Schedule B in the Collective Agreement will be updated as follows:

- Effective April 1, 2019 all wage scales in the collective agreement which were in effect on March 31, 2019 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2020, all wage scales in the collective Agreement which were in effect March 31, 2020 shall be increased by two percent (2%)*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective April 1, 2021, all wage scales in the collective Agreement which were in effect March 31, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Notwithstanding the foregoing, any former employees who worked for the University and were part of the bargaining unit between April 1, 2019 and the date of ratification must apply to ECUAD within twelve (12) weeks of ratification in order to be eligible to receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

3. NEW LOU #7 – CHANGE TO AGE LIMIT FOR EXTENDED HEALTH AND DENTAL COVERAGE

The parties agree to increase the age limit from seventy (70) years of age to seventy-five (75) years of age for Extended Health and Dental benefits as outlined in articles 10.8 and 10.13.

4. ARTICLE 10.8 HEALTH INSURANCE

....

10.8.4 The extended health benefits plan will include optical care insurance in accordance with the terms of contract with the insuring company, including \$500 of eyeglass coverage. Employees become eligible for optical care insurance upon completion of six (6) months service

Effective June 1, 2020, eyeglass coverage will increase to \$650 every two years.


RL

...

10.8.6 Eye Exam

Permanent employees will be entitled to be reimbursed a total of seventy-five dollars (\$75) every two years for vision exams.

Effective June 1, 2020, eye exam coverage will increase to \$100 every two years.

....

5. NEW ARTICLE 11. 4 COMPASSIONATE CARE LEAVE

11.4.1 Employees will be entitled to leave without pay, for up to twenty-seven (27) weeks to care for gravely ill family members.

11.4.2 For the purpose of this article, family member is defined as per the Employment Standard Act for Compassionate Care Leave.

11.4.3 To be eligible employees must, as soon as practicable, provide the employer with a certificate from a medical practitioner or nurse practitioner, confirming a family member requires care, or support, has a serious medical condition and is at risk of dying within twenty-six (26) weeks.

11.4.4 Full benefit coverage will continue for employee's granted compassionate leave up to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.

11.4.5 Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations

11.4.6 Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.

11.4.7 If the employee takes a compassionate care leave and the family member does not die within the 52 week period, the employee is entitled to take up to another 27 weeks of leave in a subsequent 52 week period upon obtaining a new certificate that states the family member has a serious medical condition with a significant risk of death within 26 weeks. The leave would be requested and taken under the same conditions as the first leave.

11.4.8 An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position. An employer cannot terminate employment, or change a condition of employment without the employee's written consent because an employee took compassionate care leave.

RENUMBER AS NEEDED.



6. ARTICLE 11.X LEAVE FOR DOMESTIC OR SEXUAL VIOLENCE

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period;
and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic or sexual violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

RENUMBER AS NEEDED.

7. [NEW] ARTICLE 11.X CULTURAL LEAVE FOR ABORIGINAL EMPLOYEES

Effective June 1, 2020:

- (a) A self-identified Aboriginal employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

RENUMBER AS NEEDED.



8. ART 12 PARENTING LEAVE

12.1 Maternity Leave

Maternity benefits are only available to the person who is away from work because they're pregnant or have recently given birth. The leave cannot be shared between parents.

- 12.1.1 A permanent employee will be entitled to maternity leave without pay for a period of up to ~~fifty-two (52)~~ **seventeen (17)** 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. **At any time, but prior to four (4) weeks of the expected return, requests for extensions under this leave will not be unreasonably denied.** An employee will provide a certificate from a medical doctor or a **registered mid-wife** stating the estimated date of birth.
- 12.1.5 Maternity leave will normally commence **no earlier than eleven (11) thirteen (13)** weeks prior to the estimated date of birth.
- 12.1.6 If an employee wishes to schedule ~~her~~ **their** 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~~ **their** doctor stating that ~~she has~~ **they have** given birth or the pregnancy was terminated on a specified date, the University will grant ~~her~~ **their** 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~~ **their** 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, **except for those who qualify under Clause 12.1.11.**
- 12.1.9 Subject to Clause 12.1.11, 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~~ **17** 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.

12.1.10 Health-related absence is defined as that portion of time that an employee is unable to perform ~~her~~ their job duties due to the pregnancy.

12.1.11 Permanent employees on maternity leave, who have continued participation in the LTD Plan and who are disabled for three (3) months **may** be eligible for long term disability benefits, Clause 10.11, 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.

12.2 Parental Leave

Parental leave is available in addition to maternity leave for employees who are pregnant or have recently given birth, or parents caring for their newborn or newly adopted child.

12.2.1 Parental leave ~~of up to six (6) consecutive months~~ without pay will be granted on written request, subject to the other provisions of this Clause 12.2.

12.2.1.1 For a parent who takes leave under clause 12.1, they will be entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the maternity leave as per clause 12.1

12.2.1.2 For a parent, other than the adopting parent, who does not take leave under clause 12.1, they will be entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child.

12.2.1.3 For an adopting parent, they will be entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child is placed with the parent.

12.2.2 A ~~parent may natural mother or father will~~ apply for parental leave at least four (4) weeks prior to the leave and will provide a certificate from a medical doctor stating the date of birth or probable date of birth if a certificate has not already been provided **or a letter from the agency that placed the child confirming the adoption.**

12.2.3 ~~An adopting mother or father will apply for parental leave at least four (4) weeks prior to the leave, if possible. If this is not possible, the employee will provide as much notice as is possible. The employee will provide a letter from the agency that placed the child confirming the adoption.~~

~~12.2.4 A natural mother will be granted parental leave immediately following the end of maternity leave.~~

~~12.2.5 A natural father will be granted parental leave following the birth of the child and within fifty-two (52) weeks of the birth.~~

~~12.2.6 An adopting mother or father will be granted parental leave within a fifty two (52) week period following the date the adoptive child comes into the actual care and custody of the mother or father. At the employee's request, the parental leave will commence up to two (2) weeks prior to the above date in order to make the necessary arrangements to assume custody.~~

~~12.3 Adoption Leave~~

~~12.3.1 Adoption leave without pay will be granted for a period of up to twelve (12) weeks.~~

~~12.3.2 Adoption leave will commence immediately following the end of parental leave, Clause 12.2.~~

~~12.3.3 An employee will apply for adoption leave in writing at least two (2) months prior to the leave.~~

12.3 General Conditions

12.4.1 The services of an employee on any parenting leave will be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee. In the case of temporary employees, this will apply only while their temporary positions exist.

12.4.2 The University will continue to make payments to the benefit plans in the same manner as if the employee were not absent where:

- the University pays the total cost of the plan;
- the employee continues to pay the employee's share of the cost of a plan that is paid for jointly by the University and the employee.

In the case of temporary employees, this will apply only while their temporary positions exist.

12.4.3 All benefit plan coverages, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.

12.4.4 For the purposes of pension contributions, **the plan rules apply.** ~~the Municipal Pension Plan states that the total parenting leave cannot exceed thirty two (32) weeks.~~

12.4.5 ~~Vacation and~~ Gratuity credits are not earned during the leave.

12.4.6 Employees who return from parenting leave will be reinstated in their previous positions, with all increments to wages and benefits which they would have been entitled to had the leave not been taken. This will apply to temporary employees only if their temporary positions still exist.

12.4.7 If the University has suspended or discontinued operations during the parenting leave and has not resumed operations on the expiry of the leave, the University will, on resumption of operations and subject to seniority provisions in this Agreement, comply with the provisions of Clause 13.0, Layoff, Recall and Severance Pay, and Clause 12.4.6.

12.4.8 The University will not terminate an employee or change a condition of employment because of parenting leave or pregnancy unless the employee has been absent for a period exceeding the period of leave.



- 12.4.9 The burden of proof is on the University that the termination of an employee or a change in a condition of employment is not because of parenting leave or pregnancy.
- 12.4.10 Employees who have exhausted their parenting leave entitlements may apply for additional leave as provided for in Clause 11.4, Leave of Absence Without Pay.
- 12.4.11 Employees who receive additional leave without pay as provided for in Clause 12.4.10 may continue their benefits by paying the full cost of the premiums. Employees are eligible to continue benefits only for a maximum of one (1) year in addition to the legislated ~~eighteen (18) week~~ maternity leave and ~~the twelve (12) week~~ parental leave.
- 12.4.12 If an employee is charged for any medical certificate required by Clause 12.0, the University will reimburse the employee for the certificate upon presentation of a receipt.
- 12.4.13 If the provisions of the *Employment Standards Act* of BC are amended and provide superior conditions to those contained in this Clause 12.0, the superior provisions will apply.

12.5 Regular Supplementary Employment Benefits

- 12.5.1 The University will provide a Supplementary Employment Benefit (SEB) Plan for permanent employees on maternity or parental leave.
- 12.5.2 The SEB Plan will also apply to temporary employees who have completed one (1) continuous year of service averaging twenty-one (21) hours per week or more over the year who are on maternity or parental leave.
- 12.5.3 The SEB Plan is to supplement the Employment Insurance Benefits received by employees for temporary unemployment caused by maternity or parental leave.
- 12.5.4 Except as provided for in Clause 12.6, Special Supplementary Employment Benefits, the SEB Plan will provide covered employees with one hundred twenty five dollars (\$125) per week for seventeen (17) weeks if the employees are on maternity leave, or twelve (12) weeks if on parental leave.
- 12.5.5 If employees receive Special SEB payments as provided for in Clause 12.6, they will be eligible to receive regular SEB payments but the maximum received from the two plans will be seventeen (17) weeks.
- 12.5.6 Consistent with Employment Insurance Regulations, an employee who adopts a special needs child who is older than six (6) months will receive seventeen (17) weeks of SEB payments.
- 12.5.7 Employees who receive these benefits for maternity leave are not eligible to receive them for parental leave.

12.5.8 Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive SEB payments.

12.5.9 SEB is payable for the ~~two (2)~~ one week Employment Insurance waiting period.

12.6 Special Supplementary Employment Benefits

12.6.1 The University will provide a Special Supplementary Employment Benefit Plan (SSEB) to supplement the Employment Insurance Benefits received by employees on maternity leave who are unable to work due to a health-related absence as defined in Clause 12.1.10.

12.6.2 The SSEB will be paid subject to the following:

- for permanent employees: for a maximum of three (3) months in accordance with Clause 10.5.1;
- for probationary employees: for a maximum of five (5) days in accordance with Clause 10.5.2;
- for temporary employees: for a maximum of their accumulated sick leave credits, in accordance with Clause 2.4.20.

12.6.3 The benefit level paid under this SSEB Plan is set at ninety-five percent (95%) of normal gross pay minus **Maternity or Sickness** Employment Insurance Benefits and required deductions.

12.6.4 Employees must prove that they are in receipt of Employment Insurance Benefits in order to receive SSEB payments.

12.6.5 This plan is payable for the ~~two (2)~~ one (1) week Employment Insurance waiting period.

Renumber article as required.

16. ART 16.1 HUMAN RIGHTS

There will be no discrimination exercised or practised with respect to any employee by reason of ~~age, race, creed, colour, place of origin, religion, political affiliation or activity, sexual orientation, sex, marital status, place of residence, disability, conviction for a criminal or summary conviction charge that is unrelated to the employment or to the intended employment of that person,~~ **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person** nor by reason of an employee's membership or activity in the Union.

17. ARTICLE 20.4 DISCIPLINARY MEETINGS

20.4.1 An employee shall have the right to shop steward representation at any formal meeting with the University regarding matters of a potentially disciplinary nature involving the employee and at any disciplinary meeting with the University. Where a meeting becomes disciplinary, or where an employee states they feel it is a disciplinary meeting, the employee has the right to have a shop steward present, even if it involves temporarily adjourning the meeting. If the employee is a shop steward, the employee has the right to have another Union representative present.

20.4.2 The supervisor or manager will **notify the union of any meetings of a disciplinary or potentially disciplinary nature, and** advise the employee of **their** ~~the~~ right to have a shop steward present in advance of the meeting. **The university will also inform the union of any member on member conflicts.**

20.4.3 Employees may also bring Shop Steward representation to the following scheduled non-disciplinary meetings: discussions around changes in duties, restructuring of departments, review or performance evaluations, testimony on internal investigations. This provision is not meant to interfere with a manager's ability to conduct team meetings/discussions and to carry out day to day functions of an area.

20.4.4 If Steward representation is requested by the employee, the Union will advise the University in advance of their attendance at these meetings.

18. ARTICLE 20.14 HIRING COMMITTEES

Article 20.14 Hiring Committees

Supervisors who are Union members will be on hiring committees for positions they supervise. The University will not be required to delay the hiring process or contact employees if employees are on leave.

If hiring for a CUPE supervisory position then the University will make every reasonable effort to have a CUPE member from that area on the hiring committee.

19. NEW LOU #6 RE_EXAMINATION OF THE GENDER NEUTRAL PLAN

The University and the Union agree to strike a committee of up to three (3) CUPE members and 3 Administrative Staff, to re-examine the Definitions, Notes to Raters, Factor Weights, Point Banding, and Position Description Questionnaire within the Gender Neutral Position Evaluation Plan (The Plan).

The committee will convene within six (6) months of ratification of the agreement, to begin the plan review and develop mutually agreed to recommendations for modifying the plan. Following review, the committee will make recommendations to the parties for their consideration.

20. LOU #5

Amendment to LOU #5

The parties agree to convene a working group of **two (2) Stewards**, at least three (3) CUPE representatives from the Technical Services department **from both studio and shop environments**, and **at least three (3) University representatives within six (6) months one year** of the ratification of the agreement.

The working group will review issues and recommend strategies to the Vice-President, Academic+Provost, to address the application of the collective agreement **regarding: expectations around technical instruction; curricular changes, and issues around the responsibilities of Technicians to ensure a safe work environment** and the impact these matters have on CUPE staff.

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 **employee** representatives from ~~Academic Administration~~ **within the University community** may be invited by **mutual agreement** of the committee to participate in relevant discussions.

21. SCHEDULE A

Allocation of Classifications to Pay Grades

Update (housekeeping) at time of redrafting agreement.

22. Renew LOU #2 under Schedule C

23. Delete LOU #3 under Schedule C

Language incorporated into collective agreement. See Green #15 re 11.2

24. Delete LOU #4 under Schedule C

Consequential change - See Green #6 re 2.8.2

25. Renew Schedules D, E & F

26. SERVICE IMPROVEMENT ALLOCATION

The Service Improvement Allocation (SIA) will be used to support the professional, intellectual and cultural development of Emily Carr support staff to enhance the delivery of support services to our diverse student base of artists, designers, and media practitioners.

This Service Improvement Allocation is distinct from the Professional Development Funds outlined in Article 15.2 and will be administered through the Joint Professional Development Committee.

Training activities and opportunities supported by this allocation will focus on, but are not limited to:

- supporting cultural awareness
- furthering meaningful engagement
- fostering inclusivity
- promoting community
- supporting the development of research skills or areas of expertise that directly relate to and impact the student learning experience
- deepening understanding of artistic techniques or technological advances

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

Year 1: On April 1, 2019	Year 2: On April 1, 2020	Year 3: On April 1, 2021
\$17,000	\$34,300	\$52,000

For years 1 and 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 3, funds not allocated within the fiscal year will be carried over for one year only. The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

Handwritten signature and initials in blue ink, located in the bottom right corner of the page.

SCHEDULE B

The following are tentative agreements ("greens") between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following "Greens" form part of this schedule and Memorandum Of Settlement.

	Decription	Date signed
1	New LOU re VESP and Artile 10.7	January 21, 2020
2	Delete Schedule B MOU re Economic Stability Dividend	February 19, 2020
3	Amend Article 2016 Personal Comoputer Purchase Plan	February 19, 2020
4	Amend Article 8.3 Experimental Work Schedule	February 19, 2020
5	Amend Article 2.7.5	February 19, 2020
6	Amend Article 2.8.2 and 2.8.6	February 19, 2020
7	Amend Article 2.8.16	February 12, 2020
8	Amend Article 2.9.1	February 12, 2020
9	Amend Article 10.1.5	February 12, 2020
10	Separate and Amend Articles 18.11.1 and 18.11.2	February 12, 2020
11	Amend Article 10.7.3	February 20, 2020
12	Amend Article 10.11.7	February 20, 2020
13	Amend Article 17.3 Promotion and Transfer	February 20, 2020
14	Amend Article 20.12 Early Return from Leave	February 20, 2020
15	Amend Article 11.2 (LOU # 3 moved into article)	February 20, 2020
16	New Article 14.4 Service Transfer Agreement	February 20, 2020
17	Amend 2.4.4	February 28, 2020
18	Amend 10.8.1 and New LOU re MSP	February 28, 2020
19	Amend 11.3 Bereavement leave	March 10, 2020
20	Amend 11.4.1	March 10, 2020
21	Amend 15.1 Education Leave	February 28, 2020
22	Amend 19 Workplace Changes	March 10, 2020

23	New clause 20.5 re Use of Audio and/or Video Recording Devices in Meetings	February 28, 2020
24	New LOU re Great Northern Way	February 28, 2020



A handwritten signature in blue ink, possibly reading 'KL', with a black arrow pointing towards the top left corner of the page.

Letter of Understanding

Between:

Emily Carr University of Art + Design

(the "Employer")

And:

CUPE, Local 15

(the "Union")

Re: New VESP


Whereas:

- A. Up to and including December 31, 2019, the deferred savings plan contributions made by the Employer and by eligible employees in the Union's bargaining unit under Article 10.7 of the Collective Agreement, were deposited by agreement of the parties into a trust fund known as the Vancouver Employees Savings Plan (the "VESP");
- B. In September 2019, in accordance with the trust agreement governing the VESP and pursuant to an order from the Supreme Court of British Columbia, the members of the VESP approved a transition plan to have all contributions, effective on or after January 1, 2020, be deposited into a new investment plan known as the New Vancouver Employees Savings Plan (the "New VESP"); and
- C. The terms and conditions of the New VESP are outlined in a set of plan rules (the "Plan Rules");


The Employer and the Union agree that commencing effective January 1, 2020, the deferred savings plan contributions made by the Employer and by eligible employees in the Union's bargaining unit under Article 10.7 of the Collective Agreement, shall be deposited into the New VESP, and dealt with in accordance with the Plan Rules.

Agreed this 21 day of January, 2020.

For the Employer


Adrian Tees
AUP HR
ECUAD

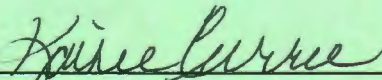
For the Union


Warren Williams President


Tentative Agreement:

Schedule B Memorandum of Understanding – Economic Stability Dividend


Parties agreed to delete from the Collective Agreement.



CUPE Local 15



Date



ECUAD



Date

Tentative Agreement:


Article 20.16

Revised Language:

20.16 Personal Computer Purchase Plan

The University agrees to include support staff in the Computer Purchase Assistance Plan.
Devices available under the plan are limited to:

- Desktop Computer
- Laptop Computer
- Tablet
- Smart Phone



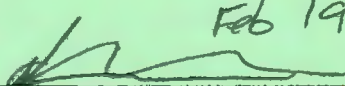
CUPE Local 15



Date



ECUAD



Date

Feb 19 20

Tentative Agreement:

Article 8.3 Experimental Work Schedule

8.3 Terms and conditions of the Agreement may be varied by mutual agreement of the University and the Union in order to implement work schedules that are modifications of the work schedules set forth in this Agreement. Examples may include:

- job sharing
- compressed work week
- nine-day fortnight
- variable schedules for part-time employees
- **temporary reductions in hours**

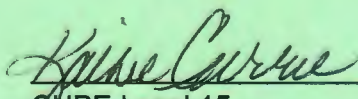
Mutual agreement is required prior to the commencement of any proposed experimental work schedule. Either party (including the employee(s)) may terminate an experimental work schedule with a minimum of thirty (30) days written notice. Experimental work schedules shall not be unreasonably denied by the employer.

Job shares and temporary reductions in hours shall be administered in accordance with Article 2.7.5

Upon termination of an experimental schedule, the employee will return to their full and entire position and hours of work.

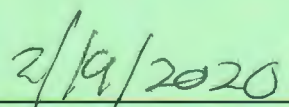
In the case of a temporary reduction in hours, the University will ensure that the remaining hours are allocated to maintain the position assignment or consider alternate allocations in consultation with the union.

Casual employees who accept work replacing an employee on an experimental work schedule whose regularly scheduled hours of work exceed seven (7) hours will work up to 8.75 hours of the regularly scheduled work without overtime.


CUPE Local 15


Date


ECUAD

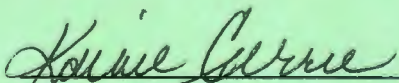

Date

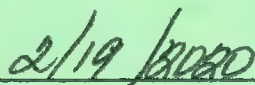
Tentative Agreement:


2.7.5 Permanent Part-time employees regularly working less than forty percent (40%) of full-time and part-time term employees working less than forty percent (40%) of the work term as outlined in article 2.8.2 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 forty percent (40%).~~ Such employees will receive twelve percent (12%) of gross salary in lieu of benefits which shall include:

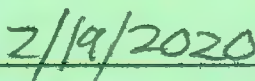
- Sick Leave, Clause 10.5
- Deferred Savings, Clause 10.7
- Health Insurance, Clause, 10.8
- Group Life Insurance, Clause 10.10 6
- Gratuity Plan, Clause 10.12
- Dental Plan, Clause 10.13

~~The hours of work for part time (including Term) employees working less than forty percent (40%) 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 describe above.~~


CUPE Local 15


Date


ECUAD



Date

Tentative Agreement:

2.8.2 Term employees and positions will normally be scheduled as follows for:

- From mid-August to the end of semester in December
- From beginning of January to end of May
- ~~all of September, October, November, January, February and March, April and May;~~
- ~~to the end of classes semester in December;~~
- ~~to the end of classes in April; and~~
- additional days immediately prior to or immediately following classes, the normal schedule, as may be added with agreement of the employees. The University will endeavour to notify affected employees of such extension with a minimum of 30 days notice by May 1 March.
- Term positions non-essential to the annual student exhibitions may have a shorter term length in the spring, which shall end no earlier than the end of term in April, and will be notified with a minimum of 60 days notice of the change.

2.8.6 If the break period from the end of ~~classes in April-May~~ to mid-August the beginning of classes in ~~September~~ is extended, Term employees may continue to be covered by all benefits provided they pay the full cost of the premiums.


CUPE Local 15

2/19/2020
Date


ECUAD

2/19/2020
Date

8
approved

CUPE Local 15 – VMECW/EMILY CARR UNIVERSITY

2019 NEGOTIATIONS

UNION PROPOSALS

UNION PROPOSAL

Article 2.8 Permanent Term Employees and Positions

Clause 2.8.16 – Amend: Add - The employee may waive the three (3) month notice by request to the Union

2.8.16 The University may change a Term position to a twelve (12) month position provided that:

- if the incumbent has less than two (2) years seniority the position is reposted for application by senior employees; and
- a minimum of three (3) months notice of the change is given to the incumbent.
- **If agreeable to all parties, the three (3) month notice may be waived or reduced, by written request to the Union from the incumbent.**

2.8.16 The University may change a Term position to a twelve (12) month position provided that:

- if the incumbent has less than two (2) years seniority the position is reposted for application by senior employees; and
- a minimum of three (3) months notice of the change is given to the incumbent

A. Currie
2/12/2020

[Signature]
2/12/2020

2019 NEGOTIATIONS

UNION PROPOSALS

UNION PROPOSAL

Article 2.9 Access to Additional Casual Work for Permanent Employees

Clause 2.9.1 – Amend: reference of Article 21.12 to Article 20.12

- 2.9.1 Except as provided for in Clause ~~20.12~~ ~~21.12~~, Early Return from Leave, the University will contact in order of seniority, permanent part-time or term employees who have notified the Human Resources Department in writing of their interest in casual work, to offer additional casual work for which they are qualified provided there is no requirement for the University to change shift schedules. A list of qualified and interested employees will be maintained by the Human Resources Department.

K. D. D. D.
2/12/2020

[Signature]

2/12/2020

approved

2019 NEGOTIATIONS

UNION PROPOSALS

UNION PROPOSAL

Article 10.1 Annual Vacation

Clause 10.1.5 - Amend to include: manager's response time

10.1.5 Employees are encouraged to preschedule vacation as far in advance as possible. Seniority will be the determining factor in determining vacation scheduling, provided requests are submitted prior to 1 March. Following 1 March, vacation requests will be determined on the basis of date of receipt. **Once a vacation request is submitted, Managers are obliged to confirm requested time off within 10 working days.** Provided it can be reasonably accommodated an employee is entitled to schedule their entire annual vacation time in one block.

10.1.5 Employees are encouraged to preschedule vacation as far in advance as possible. Seniority will be the determining factor in determining vacation scheduling, provided requests are submitted prior to 1 March. Following 1 March, vacation requests will be determined on the basis of date of receipt. Provided it can be reasonably accommodated an employee is entitled to schedule their entire annual vacation time in one block.

20.10 Employees or the Union are entitled to receive a written answer or confirmation of receipt to any written enquiry or question concerning the interpretation or application of the Agreement, University policy or University benefit plans. The response will normally be within ten (10) working days. Where this is not possible, the University will provide an estimate of when the employee or Union may expect a full timely answer to the enquiry or question. Where the University requests information of the Union, the Union will provide a response within these same parameters.

K. Currie
2/12/2020
✓
2/12/2020

CUPE Local 15 – VMECW/EMILY CARR UNIVERSITY

2019 NEGOTIATIONS

UNION PROPOSALS

29

~~18.11.1~~
approved

UNION PROPOSAL

Article 18.11 Pregnant and Disabled Employees

Clauses 18.11.1 + 18.11.2 separate clauses and re-word

18.11 Employees with Disabilities

18.11.1 Every reasonable effort will be made to maintain employment for **employees with disabilities who are** in receipt of a medical certificate advising against performing their regular duties, by providing these employees with work that is compatible with their abilities but does not create unnecessary work

18.12 Pregnant Employees

18.12.1 Every reasonable effort will be made to maintain employment for **pregnant employees** in receipt of a medical certificate advising against performing their regular duties by providing these employees with work that is compatible with their abilities but does not create unnecessary work


18.12.2 Pregnant employees will be entitled, upon request, to be transferred away from work that involves hazardous fumes, chemicals, **irritating materials**, magnetic fields, and / or heavy lifting without loss of pay.

18.10 Pregnant and Disabled Employees

18.11.1 Every reasonable effort will be made to maintain employment for pregnant and disabled employees in receipt of a medical certificate advising against performing their regular duties by providing these employees with work that is compatible with their abilities but does not create unnecessary work.

18.11.2 Pregnant employees will be entitled, upon request, to be transferred away from work that involves hazardous fumes, chemical, magnetic fields, and/or heavy lifting without loss of pay.

K. Currie
2/12/2020.


2/12/2020

Tentative Agreement:

10.7.3 In accordance with the Plan Rules, ~~The~~ contributions made by the employer and eligible employees shall ~~be~~ are deposited into the Vancouver Employers Savings Plan ~~a trust fund~~ for the benefit of the employees, and can be withdrawn according to the ~~plan contract with the trust company covering the trust fund.~~

Karine Currie
CUPE Local 15

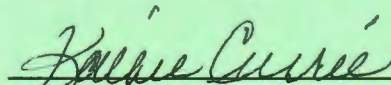
2/20/2020
Date

[Signature]
ECUAD

2/20/2020
Date

Tentative Agreement:

10.11.7 The Union will be consulted when the University markets the long term disability plan and no changes will be made unless the ECU Benefits Committee agrees. **Any plan changes must be ratified by the CUPE membership before implementation.**


CUPE Local 15

2/20/2020
Date

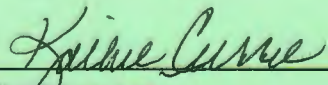

ECUAD

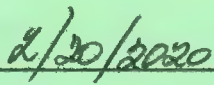
2/20/2020
Date

Tentative Agreement:


Article 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 position before being confirmed in the appointment. The trial period may be extended by mutual agreement. Requests for extensions will not be unreasonably denied.
- 17.3.2 Employees wishing to return to their previous position, may do so within the three (3) month trial period, by providing two (2) weeks notice.
- ~~17.3.3 Positions vacated by internal candidates, will be posted as a temporary vacancy of uncertain length pending possible return of the incumbent, and will state the anticipated length of the temporary assignment, which may be shorter or longer than the date indicated.~~
- 17.3.3 Employees may exercise their right of return to their previous position if they are not successful in the trial period, or if they choose to return within their trial period ~~who are not successful in the trial period will be returned to their previous position or to other positions at the same pay grade as their previous position.~~ The University will notify any employees who may be affected by this clause when it makes an offer of employment and in the appointment letter.
- 17.3.4 Permanent employees who are promoted or transferred to temporary positions will return to their previous position when the temporary assignment is complete.
- 17.3.5 Upon promotions through competition, employees will be placed on the scale according to their length of service within the University and without change to their increment date.


CUPE Local 15


Date

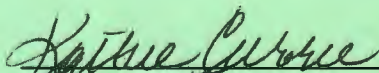

ECUAD


Date


Tentative Agreement:

Article 20.12 Early Return From Leave

- 20.12.1 Positions vacated by Permanent internal candidates will be posted as a Temporary Vacancy of uncertain length pending the possible return of the incumbent and will indicate the anticipated length of the Temporary assignment, which may be shorter or longer than the date indicated.
- 20.12.2 Employees on leaves allowed by this Agreement may return to their position prior to the scheduled return date, by providing the University with one (1) months written notice. ~~who notify the University in writing that they wish to return to work prior to the scheduled end of their leaves~~ Their Temporary replacement will be offered any available casual work for which they are qualified. ~~up to the end date of their leave replacement, in order of seniority.~~
- ~~20.12.2 Irrespective of status seniority replacement employees will have access to casual work prior to it being offered to permanent part-time or Term employees (see Clause 2.9). up until the completion of their stated Temporary Assignment end date.~~
- 20.12.3 Employees who accept casual work will be paid the hourly rate for the classification plus four and four-tenths (4.4%) in lieu of general holidays. Step placement and vacation pay will be based on accumulated casual service.
- 20.12.4 In accordance with existing pension legislation, if employees are contributors to the Municipal Pension Plan, all hours, excluding overtime, are pensionable and will contribute to pensionable service.


CUPE Local 15

2/20/2020
Date


ECUAD


2/20/2020
Date

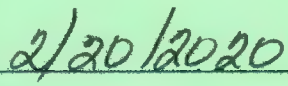
Tentative Agreement:


Article: Disability Management Program (MOVE FROM LOU#3)

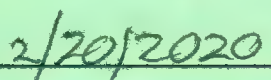
Clause: NEW Language: Proposed # 11.2

- 11.2.1** Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the Disability Management Program (DMP). If an employee is referred, **they** must participate in the DMP.
- 11.2.2** **Once referred, employees are required** to provide all necessary information to the DMP provider to determine ongoing participation in the DMP and any prognosis for early managed return to work.
- 11.2.3** **Any** employee medical information received or shared **with the University** will remain confidential; managers will only be provided with information necessary to support required rehabilitative employment.
- 11.2.5** Employees may request Union representation at any stage of the DMP. The Union agrees to maintain the confidentiality of the employee's medical and related information.
- 11.2.6** **The ECU Benefits committee, consisting of two (2) elected CUPE members and two (2) appointed Administrators, will meet to review the operation and effectiveness of the plan.**


CUPE Local 15


Date


ECUAD



Date

Tentative Agreement:

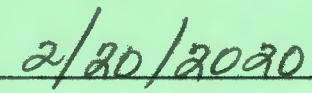
NEW #14.4

Service Transfer Agreement


CUPE Local 15 members, hired directly from Langara College and the Vancouver Art Gallery, will be credited with their accumulated length of service for vacation, increment and benefit entitlement purposes. Seniority will not be transferred.




CUPE Local 15



Date



ECUAD



Date

Tentative Agreement:

2.4.4 The first 850 hours of service as a temporary employee will be considered a probationary period in which the University shall determine competence and suitability for ongoing employment. The employee's status will remain temporary upon completion of this period. The probation period may be extended by mutual agreement. Requests for extensions will not be unreasonably denied.

2.4.# The employment of a temporary employee can be terminated at any time during the probationary period, subject to the grievance procedure.

Kathleen Curran
CUPE Local 15

2/28/2020
Date

[Signature]
ECUAD

2/28/2020
Date

Tentative Agreement:

Article 10.8 Health Insurance


Clause 10.8.1

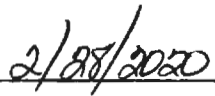
10.8.1 The University will pay the full cost of the **Employer Health Tax** and the full cost of **premiums for an extended health benefits plan** for all probationary and eligible permanent employees. Participation is mandatory unless the employee can demonstrate coverage from another source.

New LOU:


The parties recognize that the method of funding MSP has been changed.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.


CUPE Local 15


Date



ECUAD


Date

Tentative Agreement

8. Art 11.3 Bereavement Leave

11.3.1 Bereavement leave will be granted without loss of pay in the case of the death of a probationary or permanent employee's immediate family. For the purpose of this article, the Employment Standards Act currently defines immediate family ~~is defined~~ as follows:

- the spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee;
- the child or parent of an employee's spouse, ~~and~~ 

~~Spouse, child or ward, sibling, step-sibling, parent or guardian, grandparent, grandchild, parent-in-law, aunt, uncle, niece or nephew, current or former foster parent, foster child.~~

~~Or other relatives and individuals considered to be like family, whether or not related by marriage including, common-law partnership, or any legal parent-child relationship.~~

- Or any person who lives with the employee as a member of the employee's family.

11.3.2 Leave will be granted for a period not to exceed three (3) working days. Employees will advise the University of the time required as far in advance as possible.

11.3.3 Additional leave of up to two (2) working days may be granted for travel time in connection with the funeral or to attend to the affairs connected with the funeral. Requests for this additional leave will be submitted to the Associate Vice-President, Human Resources or designate who will determine and approve the number of days required in each case.

11.3.4 An employee may take their full leave entitlement at one time, or defer their leave for up to one (1) year, to attend a memorial or they may choose to split their leave entitlement into two (2) separate leave-periods, one adjoining the date of the death, and the other leading up to and/or including the date of the memorial service.

11.3.5 Employees who require bereavement leave will be granted such leave when on annual vacation if approved by the Associate Vice-President, Human Resources or designate.

11.3.6 Employees who are absent on sick leave, any unpaid leave or absent on Workers' Compensation will not be entitled to bereavement leave.

11.3.7 Temporary employees who have completed one (1) continuous year of service will be entitled to the provisions of Clause 11.3. Other temporary and casual employees will be entitled to bereavement leave without pay or to apply accumulated time off such as overtime or vacation time to cover the absence with pay.



Tentative Agreement

- 11.3.8 Employees will be granted leave of up to one-half (1/2) day without loss of pay to attend a funeral in any case other than one covered by Clause 11.3.1. Employees will advise the University of the time required as far in advance as possible.

Shirley Currie

CUPE Local 15

3/10/2020

Date

[Signature]


ECUAD

3/10/2020

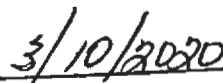
Date

Te

11.4.1 Leave of absence without pay for up to twelve (12) months may be granted at the discretion of the **Associate Vice-President, Human Resources** on written request.



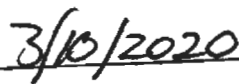
CUPE Local 15



Date



ECUAD



Date

Tentative Agreement:

Art 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 three (3) years of continuous service.
- 15.1.2** Applications for leave shall include the following:
- Scope and nature of the scholarly activities
 - Anticipated duration to completion
 - Total anticipated leave requirements
- 15.1.3** 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.
- 15.1.4** Extensions to leaves may be granted provided the total duration of the extension does not exceed one (1) year.
- 15.1.5** Following the conclusion of the approved leave plan, a permanent Employee may requalify for Education leave after an additional three (3) years of continuous service. The service necessary for requalification may be lessened by mutual agreement.
- 15.1.6** 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.
- 15.1.7** Employees may apply to be reimbursed for the cost of courses, with prior approval of the University and subject to 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.
- 15.1.8** Applications for education leave must normally be submitted to the Manager and the Associate Vice-President, Human Resources two (2) months prior to the beginning of the requested leave.
- 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 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.

Kaine Currie
CUPE

2/28/2020
Date

L
ECUAD

2/20/2020
Date

19

Workplace Changes

When the University intends to make substantive changes that will affect staffing, work processes, work priorities or workspaces, it will discuss the proposed changes with **the union and** all affected employees to afford the opportunity for input prior to making the changes.



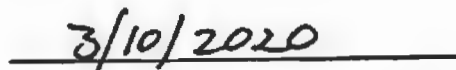
CUPE Local 15



Date



ECUAD



Date

Article: Use of Audio and/or Video Recording Devices in Meetings

Clause – New Language Proposed # 20.5


Audio and/or video recording devices cannot be used in meetings without employee's being informed in advance, and having given their explicit consent in writing.

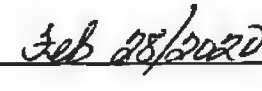
In the event that an employee agrees to be recorded the University will inform the Union.

If an employee agrees to be recorded, a complete copy of the audio and/or video recording will be provided to the employee within 5 days of the recording.

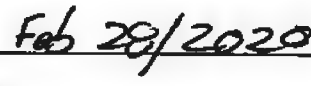
In the event that a transcript is developed from the audio and/or video recording it too shall be shared with the employee.

Audio and/or Video recordings and transcriptions pursuant to the recording *will be stored in compliance with the Freedom of Information and Protection of Privacy Act (FOIPPA)* and will not be kept in personnel files and except where required by law, will not be shared with anyone without the written consent of the employee.


CUPE Local 15


Date


ECUAD


Date

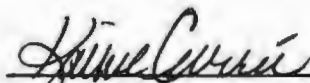
Tentative Agreement:

NEW: LOU #1 Great Northern Way


With regard to the GNW campus, the parties seek to establish and maintain a supportive and consultative relationship with the P3 partner, through ECU's General Manager P3 Facility Operations.

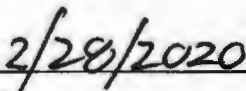
The University and CUPE will strike a committee consisting of Administrators and CUPE representatives from the JCC, OHS and CUPE stewards. This committee will work with employees affected by new, ongoing or operational deficiencies, health and safety concerns or other issues as per 18.0, 19, 19.1, 19.2, 19.3.

The Committee will establish clear guidelines around the regular, transparent and timely reporting of P3 Facility Issues, and will monitor the effectiveness of the Universities actions with respect to any identified concerns and address issues as they arise.


CUPE Local 15


Date


ECUAD


Date

Memorandum of Agreement
between
Emily Carr University
(Hereinafter referred to as "the Employer")
and
Canadian Union of Public Employees, Local 15
(Hereinafter referred to as "the Union")

This Memorandum of Agreement is made without prejudice and without precedent to the interpretation or application of the CUPE Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

Re: Article 2.4.11

WHEREAS, the Employer and the Union are negotiating a Collective Agreement effective April 1 2019 through to March 31 2022, which contains Article 2.4.11 Temporary Employees and Positions, and

Given that the benefit entitlement threshold in 2.4.11 was identified as a housekeeping issue missed from the previous round of bargaining, and

Given the current directives of the Provincial Medical Health Officer, to support guidelines to minimize the impact of COVID19 Coronavirus on our workplace and community, the Parties agree to the following terms:

As soon as practicable, the Parties will reopen the Union's proposal 2.4.11 and put the matter to the Joint Consultation Committee for resolution, subject to approval of the bargaining principals. Furthermore, this shall occur when access to previous bargaining notes can be safely retrieved from off-site storage.

Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the grievance procedure.

As agreed, this 26th day of May 2020, by:

On behalf of the Union



Date

May 26/2020

On behalf of the Employer



Date

May 26, 2020

Memorandum of Agreement
between
Emily Carr University
(Hereinafter referred to as "the Employer")
and
Canadian Union of Public Employees, Local 15
(Hereinafter referred to as "the Union")

This Memorandum of Agreement is made without prejudice and without precedent to the interpretation or application of the CUPE Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

Re: Article 2.4.11

WHEREAS, the Employer and the Union are negotiating a Collective Agreement effective April 1 2019 through to March 31 2022, which contains Article 2.4.11 Temporary Employees and Positions, and

Given that the benefit entitlement threshold in 2.4.11 was identified as a housekeeping issue missed from the previous round of bargaining, and

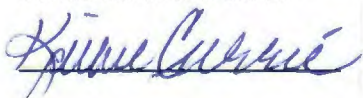
Given the current directives of the Provincial Medical Health Officer, to support guidelines to minimize the impact of COVID19 Coronavirus on our workplace and community, the Parties agree to the following terms:

As soon as practicable, the Parties will reopen the Union's proposal 2.4.11 and put the matter to the Joint Consultation Committee for resolution, subject to approval of the bargaining principals. Furthermore, this shall occur when access to previous bargaining notes can be safely retrieved from off-site storage.

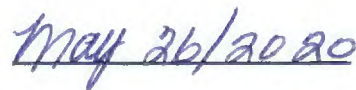
Any difference in the application, implementation or interpretation of this Letter will be resolved in accordance with the grievance procedure.

As agreed, this 26th day of MAY 2020, by:

On behalf of the Union



Date



On behalf of the Employer



Date

