

## **OFFER OF SETTLEMENT**

**between**

**Emily Carr University of Art + Design (ECUAD)**

**{hereinafter called "the Employer"}**

**And**

**The Emily Carr University of Art and Design Faculty Association (ECUADFA)**

**{hereinafter call "the Union" or "the Association"}**

**Dated: June 3, 2020**

**Time: 3:15**

### **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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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 June 10, 2020.

Memorandum of Agreement

between

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

(referred to as "the Employer")

and

THE EMILY CARR UNIVERSITY OF ART AND DESIGN FACULTY ASSOCIATION (ECUADFA)

(hereinafter call "the Union" or "the Association")

*"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 THE EMILY CARR UNIVERSITY OF ART AND DESIGN FACULTY ASSOCIATION (ECUADFA) (hereinafter called "the Union" or "the Association"), AGREE TO RECOMMEND TO THE ECUADFA 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 Agreements 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".

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## 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 9<sup>th</sup> day of June, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:



Adam Tees

AUP Human Resources

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

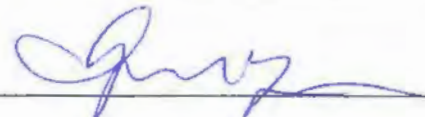
BARGAINING REPRESENTATIVES  
FOR THE UNION:





Rita Wong





\_\_\_\_\_

## SCHEDULE A

### 1. ARTICLE 44: TERM AND DURATION

44.01 This Agreement shall become effective on 1 April ~~2014~~ **2019** and shall continue in full force and effect until the 31st day of March ~~2019~~ **2022**, and from year to year thereafter unless on or before the 1st day of January ~~2019-2022~~, either Party gives to the other written notice of its desire to alter or amend same. Unless noted otherwise, all changes to the Agreement shall be effective the date of ratification by both Parties.

44.02 During any period when collective bargaining negotiations are being conducted between the Parties to amend this Agreement, the present Agreement shall continue in full force and effect until:

44.02.1 the Faculty Association commences a lawful strike; or

44.02.2 the University commences a lawful lockout; or

44.02.3 the Parties enter into a new or amended Agreement.

44.03 a. ~~Effective the first day of the first full pay period after April 01, 2015~~ **2019** ~~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 Appendix I of the collective agreement which were in effect on March 31, ~~2015~~ **2019** shall be increased by ~~one two~~ percent (~~1%~~ **2%**).

b. ~~Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in Appendix I of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.~~

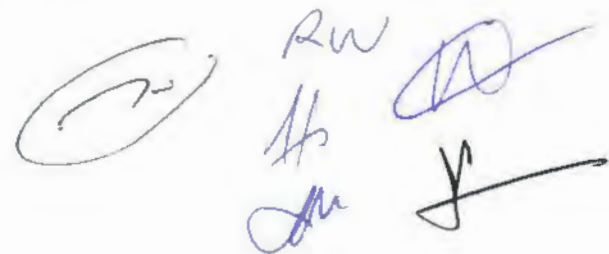
~~c. Effective the first day of the first full pay period after April 01, 2016~~ **2020**, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, ~~2016~~ **2020** shall be increased by ~~one half of one two~~ percent (~~0.5%~~ **2%**).

~~d. Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in Appendix I 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. ~~c. Effective the first day of the first full pay period after April 01, 2017~~ **2021**, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, ~~2017~~ **2021** shall be increased by ~~one half of one two~~ percent (~~0.5%~~ **2%**).

~~f. Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in Appendix I 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 Appendix I 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 Appendix I of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.~~

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 **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 and 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.**

*Consequential change:*

- *Update Appendix I Provincial Salary Scale to reflect the above*
- *Update Appendix IV 1.4 Remuneration and Benefits to reflect the above*
- *Update Article 15.08.1 Additional Duties to reflect the above*

## **2. APPENDIX XVI MOU re ECONOMIC STABILITY DIVIDEND (ESD)**

*Due to deletion of Appendix XVI MOU re ESD, consequential housekeeping changes:*

- *Appendix I Provincial Salary Scales – delete all references to ESD. For example:*
  - ~~1The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.~~
  - ~~2See Appendix XVI – Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.~~
  - ~~3 Annual wage rates to be determined depending on the ESD.~~
- *Appendix IV 1.4 Remuneration and Benefits – delete all references to ESD. For example:*
  - ~~1The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).~~
  - ~~2See the Memorandum of Understanding on the Economic Stability Dividend (ESD). Amount may be adjusted depending on the ESD.~~
  - ~~3Amounts to be determined depending on the ESD.~~
- *Article 15 Salaries – delete all references to ESD. For example:*

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~~1The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later).~~

~~2See the Memorandum of Understanding on the Economic Stability Dividend (ESD). Amount may be adjusted depending on the ESD.~~

~~3Amounts to be determined depending on the ESD.~~

### 3. NEW LOU APPENDIX XVI – 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 Article 22.

### 4. ARTICLE 22 HEALTH AND WELFARE BENEFITS

#### 22.01 Basic Medical and Extended Health Insurance

The University shall arrange and pay for 100% of the monthly premiums ~~for the Medical Services Plan of British Columbia and arrange and pay for 100% of the monthly premiums~~ for an extended health insurance plan for all Regular and Probationary Faculty Members and Lecturers (full-time and part-time) and their dependents only.

#### 22.02 Optical Care Insurance

The University shall arrange and pay for optical care insurance for all Regular and Probationary Faculty Members (full and part-time), and Lecturers, to a maximum of \$500 payable in any twenty-four (24) month period after six months participation in the plan. The terms and conditions of the Plan shall prevail, and any payment shall be subject to the provisions of the insurance carrier.

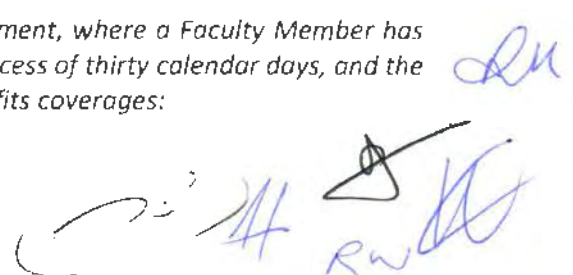
**Effective July 1, 2020, optical care coverage will increase to \$650 every two years and eye exams will increase to \$100 every two years.**

*Consequential change:*

- 22.07.7 *Leave of Absence Without Pay*

22.07.7.1 *The Parties to this Agreement recognize and agree that except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for a Faculty Member who is absent on a leave of absence without pay in excess of thirty calendar days.*

22.07.7.2 *Except where otherwise stated in this Agreement, where a Faculty Member has been granted an approved leave of absence without pay in excess of thirty calendar days, and the Faculty Member has been participating in the following benefits coverages:*



- ~~basic medical and~~ extended health insurance
- optical care insurance
- dental plan
- long term disability plan
- group life insurance

*The Faculty Member may maintain the coverages in those plans subject to eligibility to remain covered under the terms of the individual policies. The Faculty Member must pay 100% of the premiums for those coverages during such leave, paid in advance before the leave commences or through a payment schedule prearranged with the University.*

- **[New] LOU re MSP**

**The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.**

**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.**

*Renumber as required.*

## **5. ARTICLE 20.03 MATERNITY AND PARENTAL LEAVE**

### **20.03.1 General Provisions**

20.03.1.1 The services of a Faculty Member on maternity leave and/or parental or adoption leave will be considered continuous for the purpose of any pension, medical or other plan benefit to the employee and for the purposes of Article 35. The University will continue to make payments to the benefit plans in the same manner as if the employee were not absent. Where the employee shares or pays for the cost of benefit premium, ~~she~~ **they** will have the option of continuing the coverage for the duration of the leave. All benefit plan coverage, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.

20.03.1.2 An employee who returns to work following a maternity or parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

20.03.1.3 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

20.03.1.4 A Faculty Member on maternity or parental leave will accrue vacation time during the period of the leave ~~but will not receive vacation pay for vacation time accrued during the unpaid leave.~~

20.03.1.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the University and the Faculty Member may negotiate a mutually acceptable return date.



20.03.1.6 The Human Resources Department will make available information regarding Employment Insurance benefits, the College Pension Plan and the Supplementary Employment benefits.

20.03.1.7 Upon written request and provided the University is given reasonable notice to enable it to hire a suitable replacement, an employee may be entitled to a leave of absence without pay of up to six (6) consecutive months, in addition to statutory requirements, provided the return date coincides with the instructional calendar.

## 20.03.2 Maternity Leave

20.03.2.1 A pregnant full-time or part-time Regular or Probationary Faculty Member is entitled to unpaid maternity ~~and parental leave for a combined total of up to fifty-two~~ **seventeen (17)** consecutive weeks.

20.03.2.2 A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid maternity leave for the duration of ~~her~~ **their** current contract.

20.03.2.3 A Faculty Member who takes maternity leave will also be eligible for parental leave as provided for in Article 20.03.3. **The combined entitlement is up to seventy-eight (78) weeks.**

20.03.2.4 ~~The University may require an employee to commence a leave of absence without pay, vacation leave or maternity leave where~~ **Where** the duties of the employee cannot reasonably be performed because of the pregnancy and **the maternity leave has not yet commenced the employee will be entitled to sick leave as per Art 21 to continue the leave of absence until the Faculty Member provides a certificate from a medical doctor stating that she is able to perform her duties.**

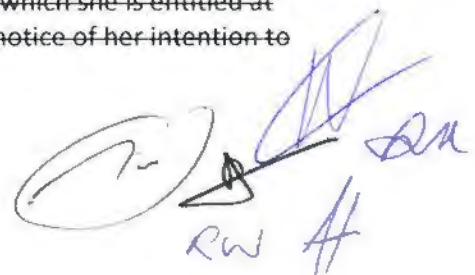
20.03.2.5 In the event that a Faculty Member gives birth before the request for a maternity leave is made and ~~she provides~~ **they provide** a certificate from ~~her~~ **their** medical doctor **or a registered midwife** stating the birth date, the University will grant ~~her~~ maternity leave as provided for in Article 20.03.2, 20.03.3. If the pregnancy has terminated and ~~she~~ **the employee** provides a certificate from a medical doctor **or a registered midwife**, the **unpaid** leave will be for a period requested by the Faculty Member to a maximum of six **(6) consecutive weeks that begins on the date of termination of pregnancy.**

20.03.2.6 A Faculty Member will apply in writing for maternity leave at least four weeks prior to the leave, stating the duration of the leave. A Faculty Member will provide a certificate from a medical doctor **or a registered midwife** stating the estimated date of birth.

20.03.2.7 Maternity leave will normally commence ~~eleven~~ **thirteen (13)** weeks prior to the estimated date of delivery, **and no later than the actual birth date.** ~~Upon request, a Faculty Member may commence maternity leave at a later date.~~

20.03.2.8 ~~A Faculty Member has the option of deferring the commencement of her maternity leave by electing to first take all or part of any annual vacation at full salary to which she is entitled at the commencement of the leave, provided the University is given reasonable notice of her intention to do so.~~

## 20.03.3 Parental and Adoption Leave





20.03.3.1 Unpaid parental leave of ~~up to thirty seven weeks~~ shall be granted to Regular and Probationary Faculty Members upon written request subject to the other provisions of this Article 20.03.

20.03.2.1.1 For the parent who takes unpaid leave under Article 20.03.2, they will be entitled up to sixty-one (61) consecutive weeks of unpaid leave which must begin, unless the University and the employee agree otherwise, immediately after the leave under Art 20.03.2.

20.03.2.1.2 For the parent, other than the adopting parent who does not take maternity leave, they are 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 or children.

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

20.03.3.2 A Lecturer, Adjunct or Sessional Faculty Member is entitled to an unpaid parental or adoption leave as per 20.03.3.1 for the duration of his/her current contract.

20.03.3.3 The Faculty Member shall provide the University with a minimum of four weeks written notice of intent to take parental or adoption leave and will provide as much information regarding the assumption of custody as possible.

~~20.03.2.4 A natural father or adopting parent may take parental leave any time within one year of the birth or adoption but must take the leave at one time. A birth mother shall take parental leave immediately following her Employment Insurance maternity benefit.~~

#### 20.03.4 Supplemental Employment Benefit for Maternity and Parental Leave

20.03.4.1 The University will provide a Supplementary Employment Benefit (SEB) Plan for Regular and Probationary Faculty Members on maternity leave or parental leave.

20.03.4.2 The SEB plan is intended to supplement the Employment Insurance benefits received by Faculty Members for temporary unemployment caused by maternity leave.

20.03.4.3 Except as provided in Article 20.03.5, Special Supplementary Employment Benefits (SSEB), the SEB plan will provide Faculty Members on approved maternity leave with \$125 per week for up to seventeen (17) weeks.

20.03.4.4 If a Faculty Member receives Special SEB payments as provided for in Article 20.03.5, ~~she is they are~~ eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for seventeen (17) weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

20.03.4.5 A Faculty Member is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the Faculty Member shall provide the University with proof of application for and receipt of Employment Insurance benefits.

20.03.4.6 The SEB Benefit is payable for the ~~two~~ **one** week **Maternity** Employment Insurance waiting period.

20.03.4.7 If a Faculty Member receives Special SEB payments as provided for in Article 20.03.5, ~~she is they are~~ eligible to receive regular SEB payments from time not used under the Special SEB plan, but the maximum received from the two plans will be for a **maximum of** seventeen (**17**) weeks. At no time shall a Faculty Member receive more than 100% of net salary from these plans and Employment Insurance.

### 20.03.5 Special Supplementary Employment Benefits

20.03.5.1 The University will provide a Special Supplementary Employment Benefit plan (SSEB) to supplement the Employment Insurance benefits received by Regular or Probationary Faculty Members on approved maternity leave who are medically unable to perform ~~her~~ **their** job duties due to the pregnancy.

20.03.5.2 The benefit level paid under the SSEB plan is 100% of normal gross pay minus **Maternity or Sickness** Employment Insurance benefits and required deductions.

20.03.5.3 A Faculty Member must prove that ~~she is they are~~ in receipt of Employment Insurance benefits in order to receive the SSEB payments.

20.03.5.4 This plan is payable for the two week Employment Insurance waiting period.

## 6. ARTICLE 20.04 COMPASSIONATE CARE LEAVE

### 20.04.1 Entitlement

A Faculty Member will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (27)** weeks to care for a gravely ill family member. In order to be eligible for this leave, the Faculty Member must provide a medical certificate as proof that the ill family member ~~needs care or support~~ **has a serious medical condition with a significant and is at risk of dying within twenty-six (26)** weeks. For the purposes of this Article only, family member is defined in accordance with the Employment Standards Act.

A Faculty Member who is granted a compassionate care leave of absence to care for a gravely ill family member, shall be entitled to the benefits as follows:

a. The Faculty Member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, and the premium payment shall be on the same basis as if the Faculty Member were not on leave.

b. Where a Faculty Member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, the University shall pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.

c. A Faculty Member 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.

d. 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.

e. If the employee takes a compassionate care leave and the family member does not die within the fifty-two (52) week period, the employee is entitled to take up to another twenty-seven (27) weeks of leave in a subsequent fifty-two (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 twenty-six (26) weeks. The leave would be requested and taken under the same conditions as the first leave.

#### ~~20.05 Additional Leaves~~

~~Should a Faculty Member require additional time to care for a gravely ill parent, partner, child or step-child, additional leaves may be granted beyond the 8 week period specified in Article 20.04 above. Such additional leave shall be pursuant to Article 20.01 General Leave.~~

RENUMBER AS NEEDED.

### 7. [NEW] ARTICLE 20.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 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 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.

### 8. [NEW] ARTICLE 20.X LEAVE FOR RESPECTING THE DEATH OF A CHILD

An employee is entitled to a leave of absence without pay of up to one hundred and four (104) weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

RENUMBER AS NEEDED.



## 9. [NEW] ARTICLE 20.X LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD

An employee is entitled to a leave of absence without pay of up to fifty-two (52) weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.

RENUMBER AS NEEDED.

## 10. [NEW] ARTICLE 20.X CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES

### Cultural Leave for Indigenous Employees

- (a) A self-identified Indigenous employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Indigenous 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.

## 11. ARTICLE 20.02 LEAVE OF ABSENCE WITH PAY

20.02.1 Leave of absence with pay shall be granted to Faculty Members who would otherwise be working on that calendar day or portion thereof in the following amounts and for the following purposes.

20.02.1.1 Up to a maximum of five consecutive working days upon a death in the immediate family of the Faculty Member or ~~his/her~~ **their** spouse or partner. Immediate family includes spouse, common-law spouse, partner, parent-in-law, parent, child, **sibling brother, sister, guardian**, grandparent or grandchild. The President of the University may grant additional leave in extenuating circumstances.

20.02.1.2 One day to attend funeral as a pallbearer.

20.02.1.3 When summoned or subpoenaed as a juror in any proceedings under any federal or provincial statute. Faculty Members may retain the small sum paid to them by the courts in lieu of expenses incurred.

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20.02.1.4 When summoned or subpoenaed as a witness in any proceedings under any federal or provincial statute, if not a party to the action.

20.02.1.5 When appearing as a defendant in a criminal or traffic case, if acquitted.

## 12. ART 15 SALARIES

*Include the following housekeeping amendments:*

- 15.01 General

The salary scales for Regular and Probationary Faculty Members for the period 1 April ~~2014-2019~~ to 31 March ~~2019~~ **2022** shall be listed as Appendix 1.

- 15.06.3 Benefits

Adjunct and Sessional Faculty Members shall receive a ~~six~~ **seven** percent (~~6%~~**7%**) cash payment calculated on their base stipend in lieu of benefits. ~~This amount shall increase to seven percent (7%) effective June 01 2016.~~ Monies received for additional or assigned duties are not subject to the benefit calculation.

- 15.10.2 A ~~six~~ **seven** percent (~~6%~~**7%**) allowance in lieu of employee benefits shall be added to the base stipend. ~~This amount shall increase to seven percent (7%) effective June 01 2016.~~

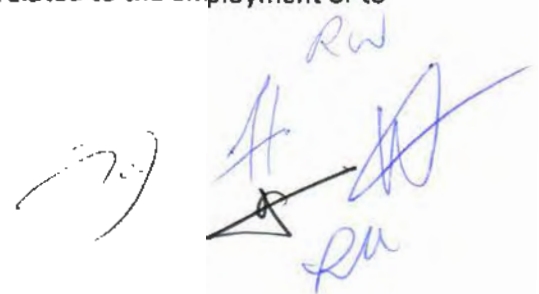
## 13. GENDER NEUTRAL

*When redrafting the agreement, if not already agreed to, the parties agree to gender neutral language. For example, "his/her" will be replaced by "their" and "he/she" by "they". These changes shall be considered as housekeeping and will not change the meaning in the collective agreement.*

## 14. ART 29 – HARASSMENT

### 29.02 DEFINITIONS

29.02.1 Harassment is a form of discrimination that adversely affects the recipients on one or more of the prohibited grounds under the BC Human Rights Code. The prohibited grounds are ~~age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation, and in the case of employment, unrelated criminal convictions~~ **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.**



## 15. ARTICLE 1 DEFINITIONS

### ARTICLE 1 - DEFINITIONS

The University and Faculty Association agree that where this Agreement stipulates in the membership of certain University committees persons who are not members of the Faculty Association (eg students, staff) the following interpretations be used: the University and Faculty Association will make every effort to include those persons on the committees. However, non-participation by other groups will not impair the functioning of the committees or their deliberations.

1.01 The Board is the Board of Governors of the Emily Carr University of Art and Design as defined by The University Act, as amended from time to time.

1.02 The Senate and its responsibilities are defined by the University Act.

1.03 University Policy, to the extent that it refers to or impacts on the rights and responsibilities of Faculty Association Members, shall be arrived at jointly by the University and the Faculty Association.

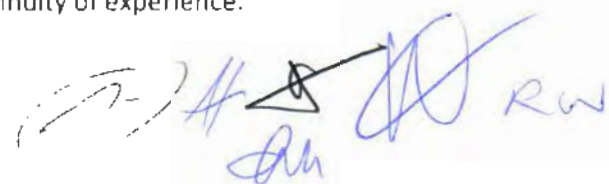
1.04 The Joint Consultation Committee consists of up to three members each from the University and the Faculty Association. The Vice President Academic and the Vice President Finance and Administration shall sit on the Committee for the University and the President and the Vice President of the Faculty Association shall sit on the Committee for the Faculty Association. The Committee is established to review workplace issues at least once every two months as per Articles 53 and 54 of the Labour Relations Code.

1.05 The Benefits Committee is a committee consisting of representatives from each employee group. Each employee group will have a minimum of two members who will be elected/appointed representatives of, and responsible to, their constituencies. New members will be elected/ appointed by their constituencies when a position becomes vacant. Ideally, each constituency's members will serve staggered two-year terms to provide continuity. Ex-officio non-voting members of the committee include the Vice President, Finance and Administration, the Director of Human Resources and the Human Resources Benefits Administrator (Article 22.07.3).

1.06 The Sabbatical and Educational Leave Committee is a committee consisting of the Vice President Academic as chairperson, a Dean, three Regular Faculty representatives chosen by the Faculty Association, one Board member elected by the Board from Ministry appointments, and two external members from other institutions, appointed by the President of the University, or designate, as required by Article 19.05.2.

1.07 The Professional Development Fund Committee is a committee consisting of an equal number of Faculty Members, chosen by the Faculty Association, and University members, appointed by the President or designate, as required by Article 18.02.

1.08 The Performance and Developmental Review Committee is a committee consisting of the Faculty Dean as Chairperson of the Committee, an Assistant Dean of the Faculty or equivalent and two Regular Faculty Members from the Faculty of the faculty member being reviewed, as set out in Article 12.02.3. The Regular faculty members will serve no more than two (2) consecutive years on the committee. The terms of the two faculty members will be staggered to ensure continuity of experience.





1.09 The Evaluation Committee consists of any two of the President, the Vice President Academic (Chairperson), and the Faculty Dean of the faculty member being evaluated. Additional members may be included, at the discretion of the committee, when added expertise is required, as set out in Article 12.02.5.

1.10 The Probationary Selection Committee – Teaching Faculty is a committee whose purpose is to nominate one or more candidate(s) for a tenure track Faculty appointment. It shall consist of the relevant Dean or Vice President Academic as Chairperson of the Committee, an Assistant Dean appointed by the Vice President Academic, three faculty members, normally two from the relevant program area, one of which is appointed by the faculty in the program curriculum area, and one from another area, appointed by the Vice President Academic or designate, up to two students appointed by the Vice President Academic or designate, other members, if invited by the committee, to provide special expertise, and the Director of Human Resources, or a designate, as an ex-officio, non-voting member, as set out in Article 11.02.1.

1.11 The Probationary Selection Committee – Non-Teaching Faculty shall consist of the administrative supervisor of the position, or designate, as chairperson of the committee, two Regular faculty members whenever possible, appointed by the chairperson of the committee, up to two students appointed by the chairperson of the committee, other members, if invited by the committee, to provide special expertise, and the Director of Human Resources, or designate, as an ex-officio, non-voting member, as set out in Article 11.02.2.

~~1.12 Permanent Workload Increase Committee is a committee consisting of the relevant Dean as chairperson, three Regular faculty members appointed by the Dean (two from the affected program area(s) and one Faculty Member from another program area); and the Director of Human Resources as an ex-officio member. The Permanent Workload Increase Committee membership must include representation with expertise related to the identified position, as set out in Appendix III, 1.1.4.~~

~~1.13~~ 1.12 The Tenure and Promotion Review Committee is a committee established to recommend conferral of Regular status and/or promotion of rank, consisting of the Vice President Academic or a designate selected by the President as Chairperson of the Committee, the Faculty Dean of the faculty member under review, two Regular Faculty Members selected by the candidate, two Regular Faculty Members selected by the Committee Chairperson who are of equal or higher rank than the candidate, one (non-voting) member from the Human Resources Department to advise on the process, and up to two additional external members who may be added, one at the discretion of the Chairperson of the Committee and one at the discretion of the Committee, for diversity or expertise, as set out in Article 12.03.3.

~~1.14~~ 1.13 Placement Committee shall meet to decide on the placement on the salary scale of a newly-appointed Probationary Faculty Member. The committee shall consist of the Vice President Academic or designate, the Vice President Finance and Administration, Faculty Association President or designate, as set out in Appendix II, 1.6.

~~1.15~~ 1.14 The Employment Year for Regular or Probationary Teaching Faculty Members shall commence on 1 August and continue through 31 July of the following year. The employment year shall typically consist of two academic teaching semesters and twenty-two (22) working days per year for

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professional development, practice and research activities and an annual vacation of forty-three working days.

~~1.16~~ **1.15** The Employment Year for Regular or Probationary Non-Teaching Faculty Members shall correspond to the calendar year from the date of hiring. The employment year includes annual vacation (Article 17) and professional development time (Article 18). The date of hiring shall be used as the anniversary date for purposes of salary placement step increases.

~~1.17~~ The Retirement Date for Faculty Members will normally occur on 31 July following their sixty-fifth birthday.

**1.16** University service is active participation in the corporate life of the University community, the Faculty Member's practice and/or profession, and in the community-at-large. Participation on University and Faculty Association committees, assistance and/or leadership in departmental administration, and contributions to the intellectual and cultural life of the campus is part of such service. Service is also defined as contributions to creative, professional and/or learned societies; through participation in local, provincial, national and/or international groups and programs related to the Faculty Member's area of practice; consulting work; and/or contributions in a professional capacity to the community-at-large and to cultural, community and service organizations.

#### **16. [NEW] LOU re JOINT COMMITTEE ON NON-REGULAR EMPLOYMENT**

1. The parties agree to establish a Joint Committee to review processes regarding the hiring and classification of Non-Regular Faculty and their collective agreement provisions (including, but not limited to, Articles 9 and 11; and Appendices IV and V).

2. The committee shall be equally represented and shall consist of:

- 3 Employer Representatives;
- 3 Union Representatives;

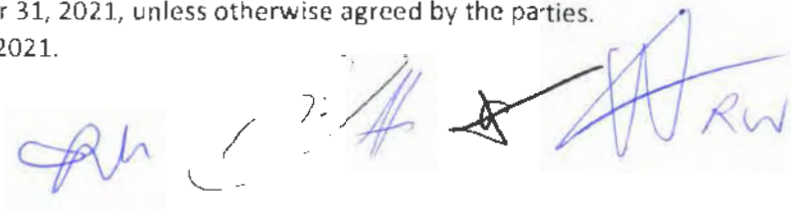
Each party shall appoint a co-chair.

Quorum shall consist of four total members – two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.

3. The goal of the Committee is to make recommendations to the University and Faculty Association regarding the hiring and classification of Non-Regular Faculty, including possible amendments to collective agreement language with implementation as soon as reasonably practicable following ratification by each party's stakeholders, if required.

4. The Committee will:

- Meet once every 6 weeks until December 31, 2021, unless otherwise agreed by the parties.
- Report out its findings by December 31, 2021.

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- Meetings shall be scheduled before the beginning of each semester.
- If either party requests a meeting, the other party shall respond within seven days.

5. The Committee may make recommendations to the University and the Faculty Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.

This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022.

#### **17. [NEW] LOU re JOINT COMMITTEE ON TENURE AND PROMOTION**

1. The parties agree to establish a Joint Committee to review tenure and promotion processes and their collective agreement provisions (including, but not limited to, Article 12) and to review the performance review process.

2. The committee shall be equally represented and shall consist of:

- 4 Employer Representatives;
- 4 Union Representatives;

Each party shall appoint a co-chair.

Quorum shall consist of four total members – two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.

3. The goal of the Committee is to make recommendations to the University and Faculty Association regarding improvements to performance reviews and the tenure and promotion process, including possible amendments to collective agreement language with implementation as soon as reasonably practicable following ratification by each party's stakeholders, if required.

4. The Committee will:

- Meet once every two months until December 31, 2021, unless otherwise agreed by the parties.
- Report out its findings by December 31, 2021.
- Meetings shall be scheduled before the beginning of each semester.
- If either party requests a meeting, the other party shall respond within seven days.

5. The Committee may make recommendations to the University and the Faculty Association. The findings of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.



This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022.

#### 18. [NEW] LOU re JOINT COMMITTEE ON SCHEDULING

##### Joint Committee on Scheduling:

1. The parties agree to establish a Joint Committee to review the manner in which faculty engage in teaching, service and professional practice in relation to the full academic calendar (Fall, Spring and Summer terms). The following clauses of the agreement are subject to review by the committee:

- Article 13 Faculty Objectives and Responsibilities
- Article 17 Annual Vacations
- Article 18 Professional Development
- Article 19 Sabbatical and Educational Leaves
- Article 20 Leaves of Absence

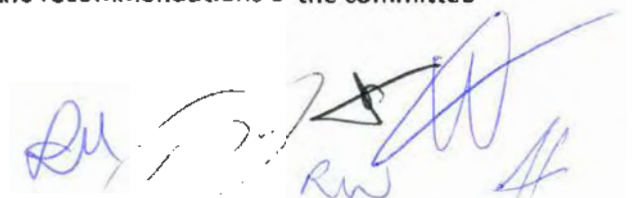
2. The committee shall be equally represented and shall consist of:
  - 3 Employer Representatives;
  - 3 Union Representatives;

Each party shall appoint a co-chair.

Quorum shall consist of four total members – two from the Faculty, and two from the University. Either party may bring experts with agreement of the other party. Parties shall each bear their own costs of participation.

3. The goal of the Committee is to make recommendations on scheduling models for faculty, which includes the scheduling of sabbaticals, professional development activities and vacation time.
4. The Committee will:
  - Meet once every 6 weeks until December 31, 2021, unless otherwise agreed by the parties.
  - Report out its findings by December 31, 2021.
  - Meetings shall be scheduled before the beginning of each semester.
  - If either party requests a meeting, the other party shall respond within seven days.
5. The Committee may make recommendations to the University and the Faculty Association regarding collective agreement amendments. The recommendations of the committee will be submitted to the parties' respective principals for review and will be subject to the sector's ratification process. For the University, the principals include the Board of Directors and the PSEA Board of Directors.

This LOU will terminate on the earlier of date of ratification of the recommendations of the committee or March 31, 2022.



## 19. APPENDIX VIII – EMPLOYMENT EQUITY

1. The Parties agree that, notwithstanding the following, the University retains its right to hire Faculty Members, subject only to any provisions contained in this Agreement.
2. Neither the University, Faculty Association or Faculty Members, in carrying out their obligations under this Agreement shall discriminate in matters of hiring and employment because of ~~race, colour, creed, national origin, age, sex, marital status, persons with disabilities or sexual orientation.~~ **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 offense that is unrelated to the employment or to the intended employment of that person.**
3. The Parties to this Agreement shall jointly appoint at least two members to an Employment Equity Committee whose responsibility shall be to identify any barriers that would prevent the Parties from meeting their obligations. If barriers are identified an action plan will be developed.
4. Policies or measures designed to support the proactive recruitment of members of the four groups identified in the Human Rights Act shall not be considered as discrimination for the purposes of this Letter of Understanding. The four designated groups are: women, aboriginals, visible minorities and persons with disabilities.
5. The Committee shall meet to begin its work within three months of the ratification of the Agreement.
6. Recommendations of the Committee shall be made to the President of the University with a copy to the Faculty Association President.

Any Action Plan shall be implemented in the University by the expiry of this Agreement

## 20. [NEW] ARTICLE XX - DECOLONIZATION AND INDIGENIZATION

1. Both the University and the Faculty Association recognize that resources are required to meaningfully support faculty efforts to strengthen our teaching and learning community's goals of embodying respect, reciprocity and responsibility through the active processes of decolonization and Indigenization. As such, the University will establish a Decolonization and Indigenization Fund to support both individual and collective development towards decolonization and Indigenization, available to both regular and non-regular faculty.
2. The Decolonization and Indigenization Fund shall consist of the following amounts:
  - a. Year 1 – April 1, 2019: \$13,000
  - b. Year 2 – April 1, 2020: \$26,500

c. Year 3 – April 1, 2021: \$40,500

3. For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added the allocation for the next fiscal year. Otherwise funds not spent within the fiscal year will be rolled into the following year's total allocations for one year only. The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.
4. The Decolonization and Indigenization Fund shall be administered by a joint committee consisting of two representatives of the Faculty Association and two representatives of the University.
5. All Faculty members shall be eligible to apply for the fund. The maximum amount per application is \$250 per fiscal year, subject to available funding. The maximum amount of funding available shall be the same for all faculty members, regardless of their status or FTE.
6. Members must submit a proposal to apply for this fund. Proposals must demonstrate tangible benefits to students and must support decolonization and Indigenization within the university community. This may include pedagogical workshops, material purchases, honoraria for Elders, or other activities. Proposals that meet this requirement shall be granted. Faculty members may submit joint applications but the maximum amount available per employee will remain the same.
7. Faculty members may use Professional Development funds to supplement these Decolonization and Indigenization projects. The joint committee will provide quarterly updates on the balance of the fund.
8. Once a project is complete, faculty members shall submit a report on the project by the end of the academic year.
9. Funds allocated in any given year may not exceed funds available.

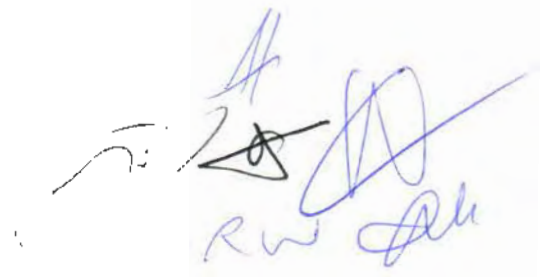
21. [NEW] LOU re CURRICULAR BENEFIT FUND

Faculty members may have access to a fund to support activities that benefit students in their courses. Funds allocated may include expenses for classroom activities, guest speakers, course materials for students, field trips, and more. Funds are not to be used to enhance the wages of the faculty member who submits the proposal.

Year 1: April 1, 2019 - \$13,000

Year 2: April 1, 2020 - \$26,500

Year 3: April 1, 2021 - \$40,500





For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to an individual faculty member's allocation for the next fiscal year. Otherwise funds not spent within the fiscal year will be rolled into the following year's total allocations for one year only. The April 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

#### Allocation of Curricular Benefit Fund:

Full-time faculty can apply for up to \$350.00 per fiscal year. Faculty teaching less than 100% are pro-rated accordingly.

The activity must occur during the fiscal year in which the funds are allocated.

A written proposal will be submitted to the Professional Development Committee. Proposals will be assessed and recommended by the Professional Development Committee to the VP Academic. Only those proposals that directly and actively involve students will be considered and subsequently approved.

## 22. HOUSEKEEPING

*When redrafting the agreement, if not already agreed to, the parties agree to replace "Director of Human Resources" to "AVP Human Resources or designate" throughout the agreement. These changes shall be considered as housekeeping and will not change the meaning in the collective agreement. Applicable provisions as per the 2014-2019 Collective Agreement will be amended:*

- |                   |                   |
|-------------------|-------------------|
| - Article 1.05    | - Article 11.02.2 |
| - Article 1.10    | - Article 11.03   |
| - Article 1.11    | - Appendix IV 1.5 |
| - Article 11.02.1 |                   |

## 23. APPENDICES:

- APPENDIX III LOU TEMPORARY AND PERMANENT WORKLOAD INCREASES – *DELETE*
- APPENDIX IV PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS – *RENEW AND UPDATE WAGE RATES*
- APPENDIX V – GRANDFATHERING ROFR FOR EXISTING LECTURERS – *DELETE*
- APPENDIX VII LETTER OF UNDERSTANDING ASSISTANT DEANS – *RENEW*
- APPENDIX IX – JOINT COMMITTEE – ARTICLE 38 (Intellectual Property Rights) -*DELETE*
- APPENDIX X – CREATION OF REGULAR POSITIONS – *RENEW*
- APPENDIX XII – WORKLOAD - *RENEW*
- APPENDIX XIII LOU ACADEMIC FREEDOM – *RENEW*
- APPENDIX XIV LOU RESPECTFUL WORKING ENVIRONMENT - *DELETE*
- APPENDIX XV LOU NON-REGULAR FACULTY REPRESENTATION - *RENEW* with UPDATES  
The parties agree to enable the participation of a sessional representative on the Joint Consultation Committee during the ~~2015/2016~~ **2020/2021 and 2021/2022** academic years. Participation may be extended by mutual agreement of the parties. The JCC shall commit to developing strategies that promote inclusion of sessional faculty in the Emily Carr community.
- INDEX - Update during the updating of the collective agreement.



## 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.

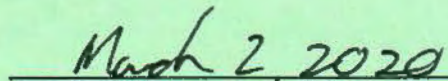
	Description	Date signed
1	RENEW - APPENDIX II PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE	March 2, 2020
2	RENEW - APPENDIX VI LOU FACULTY MEMBERS AND NON-BARGAINING UNIT POSITIONS	March 2, 2020
3	DELETE - APPENDIX XVI -- ECONOMIC STABILITY DIVIDEND	March 2, 2020





**APPENDIX II PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE**

The parties agree to renew this appendix.

  
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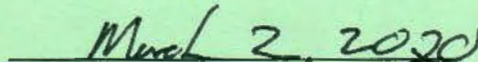


**APPENDIX VI LOU FACULTY MEMBERS AND NON-BARGAINING UNIT  
POSITIONS**

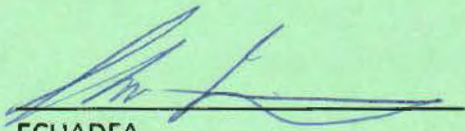
The parties agree to renew this appendix.



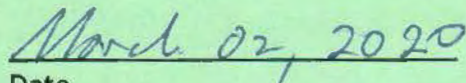
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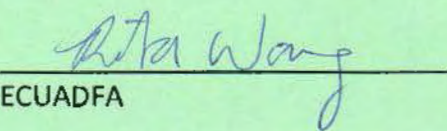


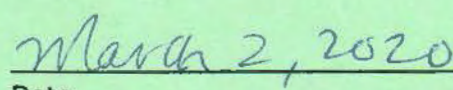
**APPENDIX XVI – ECONOMIC STABILITY DIVIDEND**

The parties agree to delete this appendix.

  
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