

Memorandum of Agreement
Between
Emily Carr Institute
And
CUPE Local 15

The parties agree to the following:

The *Collective Agreement*, that expired March 31 2004 shall be renewed as amended by the changes and/or revisions agreed to by the Parties and attached to this Memorandum.

The Parties shall recommend the tentative *Agreement* with all agreed upon changes, to their respective principles for ratification.

Term of Agreement

April 01 2004 to March 31 2010

Base Wage Increase

Effective:

April 01 2006	2.1%
April 01 2007	2.1%
April 01 2008	2.1%
April 01 2009	2.1%

Effect of Compensation Template Table on Base Wage Increases

The annual base wage increase for any year(s) of the four base wage increases shall be increased by the difference, if any, between the base wage increase for that year and a higher base wage increase for that year as provided for in the compensation template that is agreed upon at the 2006 support staff compensation table (excluding any increase as a result of a "net zero" agreement and providing that the total increase over the period 2006 to 2010 does not exceed the total increase for the same period as that provided for in the compensation template).

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Incentive Payment

Permanent and probationary employees, employed as of March 31 2006, shall receive an incentive one-time payment if the new collective agreement between CUPE Local 15 and Emily Carr Institute is settled and ratified by March 31 2006, for a term ending March 31 2010.

The incentive payment shall be \$4,000 for each full-time equivalent employee and shall be pro-rated for term and part-time employees.

For the purpose of determining the amount of the incentive payment, a full-time equivalent employee is a permanent or probationary employee who worked on a full-time, twelve month basis for the period of April 01 2005 to March 31 2006.

The incentive payment for an employee who worked less than full-time over this period, including those who commenced employment after April 01 2005, shall be pro-rated for the fraction of full-time work over this period that the employee worked.

Temporary employees, employed as of March 31 2006, and who have worked during the period January 01 2006 to March 31 2006 shall be eligible for a pro-rated incentive calculated on the basis of time worked during the period April 01 2005 to March 31 2006.

Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment :

Maternity or parental leave

Short-term disability

Long term disability that commenced between April -1 2005 to March 31 2006

The incentive payment shall be paid to employees as soon as practicable for the institution to determine and pay the payment amounts to employees.

Agreement on this incentive payment shall have no "me-too" provision on any higher incentive that may be provided for in the compensation template that is agreed upon at the 2006 support staff compensation table. If the compensation agreed to by the template table does not include a settlement incentive, the settlement incentive received by any members of the CUPE bargaining unit employed by Emily Carr Institute will not be subject to recovery by the employer.

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LETTER OF AGREEMENT

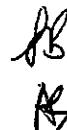
Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Institute is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Institute will create a Support Staff Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff compensation of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. The annual credit to the Fund will occur effective April 1st for for 2006 through 2009.
3. Upon the request of either party during the term of this Agreement, the Institute and the Union will meet to consider Support Staff Labour Market Adjustments that pertain to particular support staff positions and that shall be set out in a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
4. The Support Staff Labour Market Adjustments agreed to by the parties shall be subject to the following conditions:
 - The compensation for specific support staff positions shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment and/or retention problem that can be objectively determined with reference to specific criteria as set by the Public Sector Employers' Council.
 - The form, level, and duration of compensation adjustment for those job classifications shall be specified in the Letter of Understanding for the Labour Market Adjustment(s).
5. This Letter of Agreement shall expire upon the expiry of this Agreement unless the Letter is expressly continued by the parties' bargaining settlement for renewal of this Agreement.

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Fiscal Dividend

THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from April 1, 2004 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 31, 2010.
- 1.4 For the purpose of determining the amount of the incentive payment, a full-time equivalent employee is a permanent or probationary employee who worked on a full-time, twelve month basis for the period of April 01 2009 to March 31 2010.

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1. The fiscal dividend payment for an employee who worked less than full-time over this period, including those who commenced employment after April 01 2009, shall be pro-rated for the fraction of full-time work over this period that the employee worked.
2. Temporary employees, employed as of March 31 2010, and who have worked during the period January 01 2010 to March 31 2010 shall be eligible for a pro-rated incentive calculated on the basis of time worked during the period April 01 2009 to March 31 2010.

Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment :

- Maternity or parental leave
- Short-term disability
- Long term disability that commenced between April -1 2009 to March 31 2010

Eye Exam

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

Effective Date

Unless noted otherwise, all changes and amendments will become effective the date that both parties have ratified.

Signed on this _____ day of March, 2006 on behalf of:

Emily Carr Institute

Bill Little
Aimee Stobart
Cherrie
Bruce

CUPE Local 15

[Signature]
[Signature]
Beata Cereskov
S. Lighter/June

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Emily Carr Institute Proposal #4

2.4.17 Add "excluding those in a term assignment".

Emily Carr Institute Proposal #5

2.5.1 Replace "less than" three months with "three months or less".

Emily Carr Institute Proposal #10

2.9 - Access to Additional Casual Work for Permanent Employees

Replace 2.9 as follows:

2.9.1 Except as provided for in Clause 21.12, Early Return from Leave, the Institute 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 Institute to change shift schedules. **A list of qualified and interested employees will be maintained by the HR Department.**

2.9.2 **Employees interested in additional work must inform the Human Resources Department in writing of the times they are available and their current address, telephone number and email address, if applicable.**

2.9.3 **It is in the employee's best interest to inform the Human Resources Department in writing of improved qualifications. An assessment of qualifications for the purposes of casual work assignment will be made on the basis of most recent information on the personnel file.**

2.9.4 **If suitable casual work becomes available, the Human Resources Department or designate will contact, from the list of interested and available employees, the permanent employee in accordance within the following timelines for contact and response:**

- **If the casual work is to commence within 2 weeks, contact will be by telephone. If an employee cannot be contacted the Institute will move to the next name on the list.**
- **If the casual work is to commence between 2 and 4 weeks' time, contact will be telephone or e-mail. If an employee cannot be contacted or does not respond within 48 hours, the Institute will move to the next name on the list.**
- **If the casual work is to commence in over 4 weeks time, contact will be telephone and e-mail or mail. If an employee cannot be contacted or does not respond within 7 days, the Institute will move to the next name on the list.**

2.9.7 - 2.9.9 will remain and be re-numbered accordingly.

2.9.10 Delete.

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CUPE Local 15 Proposal #7

- 4.7.4 **The Institute agrees to make reasonable efforts to provide office space to the Union. Where providing space is feasible, the space will be at no cost to the Union. The Union acknowledges that delivery of Institute educational programs has priority for available space.**

CUPE Local 15 Proposal #8

- 7.1.3 **Classification and Salary Review** - Add Langara Institute for comparison purpose.

Emily Carr Institute Proposal #37

Administrative

- 8.5.10 (Compensating time off)
Remove Institute President
- 10.1.1 (Vacation)
Replace "Institute President or designate" with "**Manager or designate**".
- 11.3 (Bereavement Leave) (11.3.3 and 11.3.4)
Replace Institute President with **Director of Human Resources**.

Emily Carr Institute Proposal #22

- 10.1.4 Studio, Computer and Audio Visual Technicians, **who directly support curriculum** will not normally schedule more than seventy hours vacation **when classes are in session between September 1 and April 30.**

Delete the rest of the paragraph.

ECI Proposal #38

- 10.8.3 Replace EFAP Consultative Committee with "ECI Benefits Committee".

CUPE Local 15 Proposal #18

- 10.10.6 and 10.10.7
Change "Long Term Disability Committee" with "ECI Benefits Committee".

CUPE Local 15 Proposal #17

- 10.10.3 Add, "**Should there be any proposed increase to the LTD premiums the parties will meet to review the proposed increase for the purpose of assessing whether the plan should go to market.**"

CUPE Local 15 Proposal #15

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- 10.15.3 Replace current language with, **"the Institute will consult with the Union through the CUPE Local 15 representatives on the Benefits Committee regarding the insurance carriers and policies as well as continuance, changes and provisions related to any and all elements of the benefits coverage prior to changing any coverage with the benefit carriers or changing carriers"**.

Emily Carr Institute Proposal #24

10.17.1 **Same Gender Spousal Relationship**

Spouse shall include same gender spouse for all benefits, rights and entitlements of the Collective Agreement where there is no regulatory or other impediment external to the Institute.

Spouse is defined by virtue of a legal marriage or by, at least, twelve (12) months of co-habitation.

Emily Carr Institute Proposal #39

11.1 and 11.2

Replace with "If an employee is entitled to Workers' Compensation Board wage loss benefits, the benefits will be paid directly to the Institute. The Institute will pay the employee his/her full salary for the duration of the approved claim".

CUPE Local 15 Proposal #21

- 12.1.3 **Maternity Leave** should be consistent with the current law and particularly with Employment Insurance and the Employment Standards Act for temporary, casual and probationary employees (Clause 12.1.3).

Emily Carr Institute Proposal #40

- 12.1.5 Add, ...in writing **"to Human Resources"**.

Emily Carr Proposal #32

Professional Development

- 15.3.4 Re-name Employee Education Committee to **Professional Development Committee**.

- 15.4 Re-number as continuation of 15.3

- 15.3.5** The Professional Development Committee is a committee consisting of three (3) Union and three (3) Institute representatives. The Committee will review individual professional development requests from employees for approval.

The Committee will also review and consider other contractual provisions relating to education leave, training in response to technological change,

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and Emily Carr Institute courses and make recommendations to the respective principals.

Re-number the following articles:

- 15.4.1 and 15.4.2 changed to 15.3.5
- 15.4.3 to 15.3.6
- 15.4.4 to 15.3.7
- 15.4.5 to 15.3.8

Emily Carr Institute Proposal #41

Course Fee Waivers

- 15.2.1 Replace "Institute President or designate" with "**Admissions Officer in accordance with Emily Carr Policy**".
- 15.2.6 Replace "Institute President" with **Manager or designate**".

Emily Carr Institute Proposal #42

- 15.3.4 Employees who wish professional development leave will apply in writing to the **Professional Development Committee preferably two (2) months** in advance.

CUPE Local 15 Proposal #23

16.1 **Human Rights**

- 16.1.1 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, nor by reason of an employee's membership or activity in the Union.

16.1.2 **Harassment**

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 as referenced in Article 16.1.1. Harassment in the workplace is unacceptable. CUPE Local 15 and the Institute are committed to providing a working and learning environment free of harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

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- **is abusive or demeaning;**
- **would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with his/her participation in an institutional related activity;**
- **creates a poisoned environment.**

Sexual harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- **which interferes with another person's participation in an institution-related activity, or**
- **leads to or implies employment, or academically-related consequences for the person harassed, or which creates a poisoned environment.**

Violations of Article 16.1.1 or 16.1.2 will be eligible to be processed under the grievance procedure, Clause 6.0 until which time as a mutually agreeable alternative dispute resolution mechanism is developed in accordance with Letter of Understanding #1.

CUPE Local 15 Proposal #27

20.0 Workplace Changes

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

CUPE Local 15 Proposal #28

Replace 21.1.2 and 21.1.3 with the following and re-number the balance:

21.1.2 Upon written request by the employee, the Institute shall remove disciplinary letters and written reprimands from the employee's personnel file that are three years or older, provided that there have been no further disciplinary infractions of any nature within the preceding three year period.

21.1.3 Letters of discipline or written reprimands placed on an employee's file will be copied to the employee, within ten (10) working days, indicating placement on the file.

Emily Carr Institute Proposal #43

Housekeeping

2.8.8 Add, "and part-time term".



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9.2.4 Replace "causal" with "casual".

9.4.1 & 9.4.2

Replace "cheque" with "pay advice".

10.7.5 Replace with "The **Institute** will continue to pay **its** contribution."

21.16 Delete "currently in place for faculty".

CUPE Local 15 Proposals #34

Housekeeping

18.1 Update references to various regulatory agencies to reflect current practice & others (see Clause 18.1 – Ministry of Labour Occupational Environment Branch as example – WCB – WorkSafe has inherited the responsibility for the installation standards).

12.4.4 Pension (Municipal) Act has changed to the Municipal Pension Plan. Clause 12.4.4 does not appear to be relevant with the changes under the new rules.

8.5.3 Overtime – Correct wording by adding "if they" after "minutes" in first line (Clause 8.5.3).

CUPE Local 15 Proposal #22

Deferred Salary Plan

New

The Parties agree to meet before the expiry of the Collective Agreement to discuss the feasibility of and interest in establishing a Deferred Salary Plan.

CUPE Local 15 Proposal #23

Letter of Understanding #1

The parties agree to meet during the term of the agreement for the purpose of providing input into the development of policy and procedures regarding education, training and a complaint investigation process relating to Harassment. Representatives of the Faculty Association and of Administrators will be invited to participate in the process.

Emily Carr Institute Proposal #19

9.2.6 & 9.2.7

17.3.4 Review language upon implementation of new salary scale resulting from Pay Equity.

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Emily Carr Institute Proposal #9

Adjustment to Work Assignments

- 2.7.1 Replace current language with **"With the agreement of the employee, the Institute may permanently increase the hours of a position"**.
- 2.7.2 Replace current language with **"If a position is permanently increased by more than twenty-five percent (25%) or to full-time, and the incumbent has less than two years seniority, the position will be reposted to allow senior employees to apply."**
- 2.8.16 Add to, **"if the incumbent has less than two years seniority, the position is reposted for application by senior employees;"**

Emily Carr Institute Proposal #17

Wages and Premiums

- 9.1.3 Amend as follows, **"When new employees are hired, they will normally be placed at Step 1 of the salary scale. However, this does not preclude placement on a higher step in exceptional circumstances. Furthermore, this Clause 9.1.3 does not apply to former employees of the Institute who are rehired within twelve (12) months of termination of service (see Clause 17.4 Rehiring).**

CUPE Local 15 Proposal #6

- 2.8.2 Term employees and positions will normally be scheduled for:
- all of September, October, November, January, February and March;
 - to the end of classes in December;
 - to the end of classes in April; and
 - additional days immediately prior to or immediately following classes, as may be added with agreement of the employees. **The Institute will endeavour to notify affected employees of such extension by March 1.**

CUPE Local 15 Proposal #12

Replace 8.1.3 with, **"The Institute will give a minimum of ten (10) days notice of a change in shift" (deleting except in extraordinary circumstances).**

Emily Carr Institute Proposal #14

8.4 Second Shift

Replace with **"If the Institute determines that a second shift is necessary in departments with more than one employee performing the same work, employees will be offered the choice of continuing**

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their current shift in order of seniority. Where the Institute is adjusting to an alternate shift for departments with one employee, Article 8.1.3 will apply."

Emily Carr Institute Proposal #15

- 8.5.1 Add, An employee has the right to refuse overtime, **"other than in exceptional and/or emergency circumstances. Where the employee has a pre-existing commitment that cannot be altered, the employer will make every reasonable effort to implement alternate work arrangements to accommodate the overtime assignment"**.

Emily Carr Institute Proposal #16

- 8.5.2 Amend, "All overtime must be **"pre-"** authorized by the Vice President Finance and Administration. **When overtime is in response to dealing with an unanticipated emergency, authorization must be provided within seven (7) calendar days of the overtime hours being worked."**

CUPE Local 15 Proposal #29

Delete Schedule F

- 8.1.9 (new) Add, Minimum Daily Pay **"An employee, reporting for work at the call of the Institute, shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours pay for each call-out, unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations of the Workers' Compensation Board. Where an employee is working overtime, Article 8.5.6 applies."**

**CUPE Local 15 Proposal #19
and Emily Carr Institute Proposal #25**

- 10.10.2 Amend, as follows: Benefits are paid according to the terms of the contract with the insuring company on the following general basis (recognizing that the contract terms are subject to change):

- Amount of benefit - **seventy percent (70%)** of gross salary.
- Duration of benefit - until retirement or otherwise provided.
- Benefit effective - following **ninety calendar days** continuous absence due to sickness or injury.

When an employee has been approved for a part-time and/or graduated return to work by the LTD carrier and the Institute, the employee will be paid at the hourly rate for the position for the hours worked. Subject to the terms of the LTD plan, the LTD carrier may continue to provide partial benefits for the period of a graduated return to work.

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Emily Carr Institute Proposal #26

10.4.5 Add, a certificate "or recognized equivalent".

Emily Carr Institute Proposal #27

10.10.8 Replace first line with, "Employees receiving long term disability benefits will continue to be covered by the **Medical Services Plan and Extended Health** (Clause 10.7) and dental plan (Clause 10.12), **with the Institute continuing to pay its contribution of premium costs, as per 10.7 and 10.12.5.**

CUPE Local 15 Proposal #33

Add to 10.10.14 as first line:

The Institute and the Union are committed to working with the employee to facilitate an effective return to work plan for the employee and both acknowledge the duty of reasonable accommodation to employees with disabilities, including seeking the assistance of experts to provide an assessment of skills and abilities from an occupational perspective. The Institute **and the Union**, in so doing, need not expose itself to undue hardship.

Emily Carr Institute Proposal #20 and #21

9.3.1 When an employee is authorized in writing by the **Director of Human Resources** to temporarily replace another employee in a superior position for a period of one (1) or more consecutive working days, the employee will be paid the minimum rate for the superior position for the total period. If the employee's regular rate of pay is higher than the minimum rate for the superior position, the employee will be paid at a rate of pay equivalent to two (2) steps higher than the employee's regular rate of pay. Under no circumstances will an employee be paid at a higher rate than the maximum rate for the superior position.

9.3.2 **Should an employee be assigned to perform some of the duties of a superior position but not all of the significant duties and responsibilities, the employee will be paid at a rate that is appropriate for the duties and responsibilities assigned with a minimum of the equivalent of two (2) steps higher than the employee's regular rate of pay.**

9.3.3 **Should the substitution be for a period in excess of three months the position will be posted in accordance with 17.1.1**

Re-number existing 9.3.2 and 9.3.3 to 9.3.4 and 9.3.5.

**Emily Carr Institute Proposal #12 and #13
and Union #10**

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8.3 Experimental Work Schedules

Terms and conditions of the Agreement may be varied by mutual agreement of the Institute 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**

Experimental work schedules shall not be unreasonably denied by the employer.

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.

8.2 Flex Time

- 8.2.1 The flex time plan contained in Clause 8.2 applies to permanent and probationary employees only. Term employees, **including temporary employees in a term assignment, and part-time employees** may not participate in the flex time plan.

Delete 8.2.5 and re-number balance.

- 8.2.8 Flex time will not accumulate for **during** general holidays or the Christmas break.

- 8.2.9 Participating employees will receive twenty-one (21) paid hours off per year in addition to the time provided for in Clause 8.2.6. This time will be used in the year in which it is earned. **Employees are encouraged to take this time off prior to the use of vacation entitlement for the year.**

Emily Carr Institute Proposal #8

- 2.6.1 Replace with "The Institute will advise the Union when a new permanent part-time or term position is created."
- 2.6.2 Replace with "The Institute will provide the Union with specific information outlining the considerations made in the establishment of the new position being less than full-time or twelve (12) months."
- 2.6.3 Replace 2.6.8 with "Term positions will be used as a preferred alternative to ongoing temporary positions."
- 2.6.3 (new) "Should the Institute contemplate changing a vacated twelve month (12) month position to Term, the Institute will consult with

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the Union and employees in the affected department prior to making the change.”

2.8.17 Re-number 2.8.17 to 2.8.18

(new) The Institute may only change an employee from a twelve (12) month assignment to term with the agreement of the incumbent, in consultation with the Union, and provided that a minimum of three months' notice of the change is given.

Mutual Proposal Arising from Application of Article 10.16 (add on)

10.16 Death Benefit

In the event of the death of an employee with at least one (1) year of service, the Institute will pay to the **designated beneficiary**, spouse, or the estate, of the deceased employee one (1) month's salary. This payment will be in addition to any amount owing to the deceased employee related to employment at the Institute.

CUPE Local 15 Proposal #31

New Clause – Excluded Positions

21.19 The Institute will provide the Union with all postings of new permanent positions considered managerial exclusions. The parties may meet to review the responsibilities of the position.

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