

MEMORANDUM OF AGREEMENT

between

EMILY CARR UNIVERSITY OF ART AND DESIGN
(hereinafter called "the Employer")

and the

Emily Carr University of Art and Design Faculty Association
(hereinafter called "Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE UNIVERSITY (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE UNIVERSITY BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMILY CARR UNIVERSITY OF ART AND DESIGN FACULTY ASSOCIATION (hereinafter called "Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2007-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 11, both inclusive.

2. **Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

3. **Term of Agreement**

The term of the new collective agreement shall be for forty-eight (48) months, effective from April 01, 2010 to March 31, 2014.

4. **Article 14 – Salaries**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14 as follows:

(a) Provincial Salary Scale

The Provincial Salary Scale is attached as Appendix 1.

- i. Effective January 1, 2013, all annual rates of pay in Appendix 1 of the collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest cent or dollar as applicable.
- ii. Effective April 1, 2013, all annual rates of pay in Appendix 1 of the collective agreement which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest cent or dollar as applicable.
- iii. Effective September 1, 2013 or the date of tentative settlement of the local parties' Memorandum of Agreement (whichever is later), all annual rates of pay in Appendix 1 of the collective agreement which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest cent or dollar as applicable.
- iv. Effective January 1, 2014, all annual rates of pay in Appendix 1 of the collective agreement which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest cent or dollar as applicable.

(b) Additional Duties

14.08.1 Additional Duties

Additional duties may be authorized by the Dean. Payment shall be as follows:

- an additional payment of \$300 maximum per three credit course may be authorized for additional duties specified by the Dean, not generally to exceed six hours per three credit course; **effective September 01 2013 the additional payment rate will be a maximum of \$309. Effective January 01 2014, the additional payment rate will be a maximum of \$312.**
- a payment of \$50 an hour may be authorized by the Dean for additional specified duties; **effective September 01 2103 a payment of \$51.50 an hour may be authorized; effective January 01 2014 a payment of \$52.00 an hour may be authorized.**

14.08.2 Assigned Duties

- An additional payment of \$300 may be authorized for assigned duties as specified in the letter of appointment, not generally to exceed six hours; **effective September 01 2013 the additional payment rate will be a maximum of \$309. Effective January 01 2014, the additional payment rate will be a maximum of \$312.**

5. **Article 8.03.4 Lecturer Appointments**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 8.03.4 as follows:

“Lecturer Faculty have had Non-Regular appointments and have taught the equivalent of fifty (50) percent or more for four (4) consecutive years as from the 2003-2004 academic year, are hired on a per-course basis, with commensurate teaching and student consultation, provide service to the Institute, but have no requirement regarding professional practice/research. In the annual hiring cycle, contracts shall be issued for both fall and spring to the degree possible. Sections taught under an Adjunct contract are excluded from qualifying time.

To retain the position of Lecturer, Lecturers must teach at least four (4) sections in each academic year. However, they may retain their status for one (1) academic year in the event that there are fewer than four (4) sections available to them, or if they have given written notification to the Dean that they will be unavailable to teach for up to one (1) academic year.

In the event an employee loses Lecturer status, h/she will maintain the salary level last achieved as a Lecturer as outlined below provided s/he teaches a minimum of two (2) sections in an academic year. However, in the event that there are fewer than two (2) sections available to them, they may only retain their salary level for that one (1) academic year.”

6. **Article 14.09**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 14.09 as follows:

(a) 14.09.2 Studio Course Substitutes

“The hourly rate will be 1/60th **80th** of the three credit base stipend payable for studio Adjunct and Sessional courses as outlined in Article 14.06.1.

- Remuneration for each three hour studio class shall be for four hours. This shall include payment for three hours of instructional time plus one hour of preparation time.”

(b) 14.09.3 Academic Course Substitutes

“The hourly rate will be 1/60th **80th** of the three credit base stipend payable for academic Adjunct and Sessional courses as outlined in Article 14.06.2.

- Remuneration for each three hour academic class shall be for four hours. This shall include payment for three hours of instructional time plus one hour of preparation time.”

7. **Article 17 – Professional Development**

Effective the date of ratification of the Memorandum of Agreement, the Employer and the Union agree to amend Article 17 as follows:

(a) **17.01 Professional Development Month – Teaching Faculty Members**

17.01.2 Evidence of the professional development project(s) undertaken during the non-teaching professional development month shall be submitted in the form of a report by each Faculty Member to the Developmental Review Committee by 15 October **along with other required materials as stipulated in 11.02.2 and 11.02.3.**

(b) **17.03 Professional Development Fund Committee**

17.03.2 The Professional Development Committee will agree on a process and criteria for the review and adjudication of employee applications for disbursement of professional development funds to Faculty Members to support proposed professional development activities. **Any monies in the Fund, defined in 17.03.1, not so spent at the end of any fiscal year shall be retained by the University.**

(c) ~~Note: The funds committed to professional development, as per the 18 March 2003 Settlement Agreement, for the years ending 31 March 2007/2008 and 2009 less amounts pre-allocated from this fund as at 31 March 2006 will be applied to increase the total amount of Sabbatical Leave available per year from up to 42 months to up to 48 months until such funds are exhausted. This additional Sabbatical time shall be allocated in accordance with Article 18. Costing of Sabbatical Leaves will be based on the total costs to Emily Carr of replacement, which includes stipend and all statutory and contractual payments.~~

8. **Article 28 – Harassment**

Effective the date of ratification, the Employer and the Association agree to amend Article 28.01, Statement of Commitment, as follows:

28.01 Statement of Commitment

~~The Faculty Association 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.~~

The University promotes teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the

university community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The University has a responsibility under the BC Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The University will offer educational and training programs designed to prevent harassment and to support the administration of the university policies and to ensure that all members of the university community are aware of their responsibility with respect to the policy. The Union and University agree that attendance is required and will take place during compensated work time.

9. Letter of Understanding (NEW) – Expedited Arbitration

Effective the date of ratification, the Employer and the Association agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Schedule “1”.

10. Letter of Understanding (NEW) – Respectful Working Environment

Effective the date of ratification, the Employer and the Association agree to the new LOU Respectful Working Environment as attached to this Memorandum of Agreement as Schedule “2”.

11. Amendments to the Collective Agreement

Effective the date of ratification, the Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix “A”.

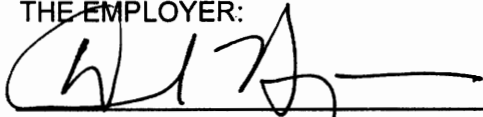
12. Ratification

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 10 day of April, 2013.

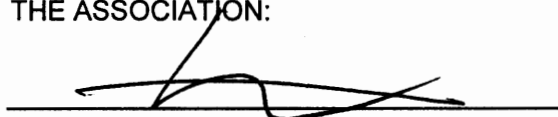
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



Ann Stewart

Michael Hill

BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION:



Rita Way

Jonser

SCHEDULE "1"

Letter of Understanding

Re: Expedited Arbitration

Effective the date of Ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises at an institution relating to the interpretation, application or administration of collective agreement, including where an allegation is made that a term or condition of the collective agreement has been violated, either of the parties may, after exhausting the steps of the grievance procedure under the collective agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - (i) Dismissals;
 - (ii) Suspensions in excess of five (5) working days
 - (iii) Policy grievances;
 - (iv) Grievances requiring substantial interpretation of a provision of the collective agreement;
 - (v) Grievances requiring the presentation of extrinsic evidence;
 - (vi) Grievances where a party intends to raise a preliminary objection; and
 - (vii) Grievances arising from the duty to accommodate.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the agreement
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The employer and the union shall, by mutual agreement, select an arbitrator who is available to hear the grievance within ten (10) days of appointment.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

- (a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

- (a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decisions
- (b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- (c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Cost

- (a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- (b) Hearings shall be conducted at the institution or at the offices of the union where possible to minimize costs.

12. Authority or Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

SCHEDULE "2"

Letter of Understanding

Re: Respectful Working Environment

1. Preamble

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial cost include but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers compensation claims, decreased levels of performance and the costs associated with investigations, grievances, mediations, arbitrations and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the University.

2. Mandate

Further to Article 28 (Harassment), the parties agree that they will jointly develop and offer mandatory educational and training programs at the University designed to:

- Enhance the understanding of interpersonal conflict and bullying and the effects thereof in the workplace
- Ensure that all members of the University community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying and
- Actively promote the development and maintenance of a respectful workplace environment.

3. Harassment Investigators

The parties agree to review the recommendations of the joint committee, established under item 1(b) of the 2012/2014 Common Template Table agreement, regarding training and/or experience requirements of named investigators.

APPENDIX "A"

Appendix A

Employer Proposal #6
Jan. 23 2012

Article 8.03.6.1

Add “ Course catalogue descriptions and not course numbers shall be used to identify those courses which are identical or substantially similar for the purpose of Right of first Refusal. **The right of first refusal to on-line and face to face deliveries will be earned and applied independently as is the right of first refusal on courses delivered through external collaborations outside of the Lower Mainland, for example North Island College.**

Union Proposal #7

10.2.6

The President may approve or reject the recommendation. In the event that the President of the Institute does not accept the Committee's recommendation, a written statement shall be made to the Probationary Selection Committee **with a copy to the Faculty Association** indicating the reasons for the President's decision. The position may be filled as a Non-Regular Faculty position or reopened at the discretion of the President.

Employer Proposal #8

11.02.1

Add “The purpose of the review process shall be to support the **faculty member's** development and performance in the areas of teaching, professional practice, **collegiality including** community and **University** involvement and to provide the information and constructive criticism necessary to meet the objectives and responsibilities set out in Articles 8 and 12”.

11.02.2 Performance Review Process

The Dean, an Assistant Dean of the Faculty or equivalent of the curriculum area and the Curriculum Area Head- and one faculty elected by the Regular faculty from the Faculty shall review Non-Regular Faculty Members annually **within their Faculty**.

11.02.3 The Developmental Review Committee

The Committee shall be composed of the following:

- **The Dean of Faculty** or a designate selected by the President as Chairperson of the Committee;
- ~~the Associate Dean or~~ **the Assistant Dean of the Faculty or equivalent**, a designate from the **Faculty** area of specialty of the Faculty Member being reviewed, and two Regular Faculty Members, **from the Faculty of the Faculty Member being reviewed**, ~~who are not undergoing evaluations that year~~ elected by the Regular Faculty Members. 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.

Union Proposal #14

Add

13.01.4 (NEW)

Every reasonable effort will be made to assign workload by February 15 of the prior academic year.

Employer Proposal #24

19.03 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 34. 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 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.

Employer Proposal #25

19.03.4

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

ARTICLE 11 – FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS

11.03 Tenure and Promotion Reviews

The purpose of tenure and promotion reviews shall be to assess overall performance and make the following recommendations:

11.03.1 Probationary Faculty Appointments – Tenure and promotion reviews shall be conducted to recommend conferral of Regular status and/or promotion of rank. The recommendations for Regular status and promotion of rank are distinct.

11.03.2 Regular Faculty Appointments – Tenure and promotion reviews shall be conducted to recommend promotion of rank.

11.03.3 The Tenure and Promotion Committee

The Tenure and Promotion Committee shall consist of the following:

- the Vice President Academic or designate selected by the President as Chairperson;
- 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;
- 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.

At any point in the process if, for whatever reason, an appointed committee member cannot continue, s/he will be replaced in accordance with the representation intended by this Article.

11.04 Procedure for Tenure or Promotion of Rank

11.04.1 Promotion of Rank

Assistant Professors and Associate Professors are eligible to apply for promotion to the next rank after a minimum of three years in their current ranks at the University. Candidates must submit an application in writing to the Vice President Academic, no later than 1 October for promotion during that academic year.

11.04.2 Tenure Reviews – Faculty Members

Probationary Faculty Members may apply for tenure review anytime following completion of a minimum of ~~two~~ **typically three** academic years of employment but must apply no later than the sixth year. Candidates must submit an application in writing to the Vice President Academic, no later than 1 October for tenure review during that academic year.

11.04.3 Tenure Reviews – Non-Teaching Faculty Members

At least four months before the end of the second year of employment, the Tenure and Promotion Committee must initiate the tenure review. The review must be complete by the end of the second year.

Tenure and Promotion Procedures – Teaching and Non-Teaching Faculty

11.04.4 The Tenure and Promotion Review Committee ~~will shall meet to~~ review the application and documentation. ~~prior to meeting with the candidate~~ **The Committee may request, through the Committee Chair, additional submissions from the candidate or the University prior to the meeting if members of the committee identify missing or incomplete information in the application.**

11.04.5 The Tenure and Promotion Review Committee shall ~~meet to~~ decide on the application and submit its recommendation to the President for a decision.

11.04.6 ~~The candidate may attend the meeting of~~ ~~A meeting shall be scheduled between the candidate and the Tenure and Promotion Review Committee,~~ **at the request of either the candidate or the committee.**

11.04.7 The Vice President Academic, or designate, shall meet with each Faculty Member reviewed, to discuss the outcome of his/her tenure and promotion review **by the end of the academic year in which the application was submitted.** The results of the review shall also be communicated to the Faculty Member in writing following this meeting, including an overall assessment of his/her strengths, and/or, recommendations for improvement, when applicable. A Faculty Member who disagrees with the results of his/her review has recourse to the appeal process as outlined in Article 11.08, below.

11.04.8 Candidates who are unsuccessful in applying for **tenure or** promotion of rank may reapply after a minimum of **one full academic year since notification of unsuccessful application.**

11.05 Standards of Performance

Candidates for promotion or tenure review, in addition to the appropriate educational qualifications, are judged according to the objectives and responsibilities outlined in Article 12 – Faculty Objectives and Responsibilities.

11.06 Documentation Required for Tenure or Promotion Review

11.06.1 The University shall assemble the following documentation components:

- personnel files covering the period since hiring, ranking or last promotion, whichever is appropriate;
- three confidential letters of appraisal from colleagues at the University which have been solicited by the chairperson of the committee from the list of names submitted by the candidate;
- confidential letters on the quality and significance of the artistic, creative or scholarly achievements of the candidate, solicited by the chairperson of the committee from external, professional colleagues in the field, at least half of whom shall be from a list of names and addresses submitted by the candidate.

11.06.2 The candidate shall provide the following documentation components:

- a complete, current curriculum vitae;
- an artist statement or equivalent statement about scholarly work/research;
- a report on professional development, professional practice and University service activities carried out during the evaluation period, including, but not limited to, a listing of exhibitions, design commissions and projects, courses taught and/or developed, committee work, publications, reviews, residencies, visiting-artist presentations, work as an editor or juror, and any additional service to the University or community;
- a statement of teaching philosophy;
- documentation of personal work, published articles or work and exhibitions, catalogues, along with any additional documentation which may be applicable, including student work.

11.07 Confidentiality and Conflict of Interest or Bias

By participating on the Tenure and Promotion Committee **or the Appeal Committee**, each Committee member shall agree to respect the immediate and ongoing confidentiality of the process, and to identify to the Chairperson of the Committee any perceived or actual conflict of interest or bias as soon as it arises. **If a committee member or potential committee member removes themselves as a member of the committee, or is removed as a result of proceedings**

under Article 11.07.3, a suitable replacement shall be named to ensure committee composition as outlined in Article 11.03.3.

11.07.1 A conflict of interest and/or bias exists when a current or former relationship with a candidate or some other matter could improperly influence the Committee member's judgement, and/or could reasonably create a perception of bias.

11.07.2 Faculty Members who are under consideration for tenure and promotion reviews, **or are pursuing an appeal of a Tenure or Promotion decision, will be notified of the Committee composition by the Committee chair prior to the Tenure and Promotion Review Committee or Appeal Committee meeting referenced in 11.04.5 or 11.08.5, and** have a right, **within a period of ten (10) calendar days of such notification,** to declare **and provide rationale** to the Chairperson of the Committee, that a member of the Committee has a conflict of interest and/or bias. ~~Such a declaration must be made as soon as it is known and should be made in advance of the relevant Committee meeting or at the outset of the meeting, whichever comes first, unless the conflict of interest and/or bias could not have been reasonably known at that time.~~

11.07.3 The Committee shall make the determination about whether or not a conflict of interest and/or bias or perceived conflict of interest and/or bias exists. In the case of a tie vote, the Chairperson of the Committee shall cast the deciding vote. The decision shall include whether or not the Committee member can continue to sit on the Committee and if any special considerations are required. Special consideration could include the Committee member absenting him/herself from specific discussions or decisions.

11.08 The Appeal Process

11.08.1 The appeal process provides a mechanism to review **decisions recommendations** made by the ~~Tenure Track and Promotion Review Committee President~~ that result in:

Probationary Faculty Members: Failure to confer Regular status and/or denial of promotion or rank;

Regular Faculty Members: Denial of promotion or rank.

11.08.2 The appeal process is initiated when a Faculty Member submits a request to appeal the tenure and promotion review decision within ten working days following receipt of the written copy of the decision. **The request to appeal must address the grounds as outlined in Article 11.08.4.**

11.08.3 The Appeal Committee

The Appeal Committee shall consist only of members who have not sat on the Tenure and Promotion Committee. The Appeal Committee shall consist of the following:

- President of the University, or designate, (Chairperson, non-voting);
- Vice President Academic; **or designate**
- two Regular Faculty Members selected by the Chairperson, in consultation with the Faculty Association, from the appealing faculty Member's **Faculty** discipline, who were not on the original Committee, both of whom must be of equal or higher rank than the Faculty Member appealing;
- one Regular Faculty Member selected by the appealing Faculty Member.

~~If a committee member or potential committee member removes themselves as a member of the committee, a suitable replacement shall be named to ensure committee composition as outlined in Article 11.08.3.~~

11.08.4 The Tenure and Promotion Appeal Process

A recommendation may be appealed on the following grounds:

- a significant irregularity or unfairness has occurred in the procedure, or in the selection of the **Tenure and Promotion** Committee members;
- there has been **demonstrated** bias or motive on the part of a **Tenure and Promotion** Committee member;
- there has been **demonstrated** bias or motive on the part of any person whose opinion may have materially influenced the recommendation or decision; or
- the decision is unreasonable in the light of the evidence which was available or should have been available, and in light of the standards applied in other similar instances under this Article.

11.08.5

The Appeal Committee shall hear the appeal. Should it decide the appeal has merit, the Appeal Committee shall direct that the matter to be reconsidered **by the Tenure and Promotion Committee** and shall provide specific direction as to what must be undertaken upon the reconsideration. ~~The Committee shall adjourn the hearing until the reconsideration has occurred.; or~~

~~Where~~ If the Appeal Committee finds that the recommendation or decision was tainted by ~~grounds of~~ bias, motive or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee, ~~or unreasonableness form the basis for the appeal, and is such that it is not deemed possible for the appeal to be fairly dealt with upon reconsideration,~~ the Appeal Committee **may will direct that a reconstitution of the reconsideration be conducted by a new original Tenure and Promotion Committee, reconstituted in a**

manner that preserves the representation described in 11.03.3. ~~to undertake a reconsideration of the application, in accordance with 11.04.5.~~ shall reverse the decision where evidence warrants

In either case, the Tenure and Promotion Committee will make a recommendation to the President for a decision.

If the Appeal Committee decides the appeal does not have merit, ~~;~~
~~otherwise~~ the appeal shall be denied.

11.08.6

A decision of the Appeal Committee may be grieved by the affected Faculty Member. If a grievance under this Article proceeds to arbitration, and if the arbitrator finds that the Tenure and Promotion provisions of this Agreement have been violated, the arbitrator shall direct that the matter be reconsidered and shall provide specific direction as to what must be undertaken upon the reconsideration. If the arbitrator finds that the recommendation or decision was tainted by bias, motive or unreasonableness such that the matter cannot fairly be reconsidered by the original Tenure and Promotion Committee or Appeal Committee, the arbitrator may direct that the reconsideration be conducted by a new Tenure and Promotion Committee or Appeal Committee, reconstituted in a manner that preserves the representation described in 11.03.3 or 11.08.3 with a recommendation made to the President.

~~the arbitrator's decision shall be limited to a finding that the Tenure and Promotion Committee did, or did not, violate the criteria outlined in Article 11.08.4. If the arbitrator finds that the committee did violate the criteria, the arbitrator shall have the authority to render a decision, including but not limited to referring the matter back to the Tenure and Promotion Committee, or the Appeal Committee, or the President, whichever is appropriate, or, where the grievor has demonstrated that he/she has satisfied the criteria for successfully completing his/her probation period, recommending that a candidate be offered a Regular position. **if the violation has not resulted in an improper decision, dismiss the grievance.**~~

Employer Counter to Union Proposal #18
Oct 2012

Letter of Understanding

Between

Emily Carr University

And the

Emily Carr University Faculty Association

The parties agree to open a dialogue on the principles of equitable workload in the context of a University model, the current fiscal framework and enhanced quality of education to students. Discussions will be coordinated through the Joint Consultation Committee and will engage the broader Faculty Association membership and Academic leadership. Proposals or recommendations having collective agreement impacts will be brought back to collective bargaining and any collective agreement changes are subject to ratification by the Faculty Association, the University Board and the Post-secondary Employers' Association.

March 27, 2012
Union #1

Letter of Understanding

Between

Emily Carr University

And the

Emily Carr University Faculty Association

The parties agree to open a dialogue on the principles of Academic Freedom in the context of the University that will include, but not be limited to, attendance of the VP Academic + Provost at a Faculty Association meeting on this topic, research of the history and relevant policies and approaches at comparison institutions, and discussion of the issues and research developed through this process at subsequent meetings of the Joint Consultation Committee and other venues that are deemed appropriate by both parties.

The JCC shall meet prior to the commencement of the next round of collective bargaining. Any recommendations of the committee are subject to ratification by the Faculty Association, the University Board and the Post-secondary Employers' Association.

HOUSEKEEPING CHANGES

1. Change all references to "Institute" to "University" and all references to "Institutional" to "University".
2. Change all references to "College and Institute Act" to "University Act"; amend specific sections referenced as required.
3. ~~Change Committee composition to reflect new University structure, as per definitions below (make changes to associated language in the agreement). (done)~~

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 **Board** is the Board of Governors of the Emily Carr **University** of Art and Design as defined by The ~~College and~~ **University Act**, as amended from time to time.
- 1.02 ~~The Education Council (EDCO) The Senate and its responsibilities are defined by the University Act. and its committees have representatives from all University constituencies. The responsibilities of the Education Council and its committees are defined in The College and University Act, and by its own Constitution and Bylaws, as amended from time to time.~~
- 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 21.07.3).
- 1.06 **The Sabbatical and Educational Leave Committee** is a committee consisting of the Vice President Academic as chairperson, ~~the~~ 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 18.05.2.

- 1.07 **The Professional Development Fund Committee** is a committee consisting of an equal number of Faculty Members, ~~chosen~~ ~~appointed~~ by the Faculty Association, and **University** members, appointed by the President or designate, as required by Article 17.03.
- 1.08 **The Developmental Review Committee** is a committee consisting of the **Faculty** Dean ~~of or a designate selected by the President as~~ Chairperson of the Committee, ~~the Associate Dean~~ the **Assistant Dean of the Faculty or equivalent or a designate**, and two Regular Faculty Members from the **Faculty area of specialty of the faculty member being reviewed**, as set out in Article 11.02.3. 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 11.02.4.
- 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~~ ~~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 curriculum** 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 10.02.1. (agreed?)
- 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 10.02.2.
- 1.12 **Permanent Workload Increase Committee** is a committee consisting of ~~the~~ ~~the relevant~~ ~~a~~ Dean as chairperson, three Regular **faculty members** appointed by the Dean (two from the affected ~~curriculum area(s)~~ **program area(s)** and one Faculty Member from another ~~curriculum area~~ **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 **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 11.03.3.

1.14 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 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 consist of two academic teaching semesters and one non-teaching professional development period of twenty working days and an annual vacation of forty-three working days.

4. Change provisions and committees to reflect practice and change of structure:

Hiring Procedures for Probationary Appointments

10.01.1

In the case of a teaching position, the Dean **of the applicable Faculty** and Vice President Academic, after consultation with the **Assistant Dean(s) in the relevant Program area or Faculty, or equivalent**, ~~Heads~~ and Regular Faculty in the specific **program area(s)**, shall recommend a search plan to the President which shall include the description and qualifications for the position and the process for advertising the position internally and nationally.

10.01.2

In the case of a non-teaching position, the administrative supervisor of the position, **or designate**, after consultation with **faculty members in the relevant administrative area, and the Assistant Dean (s) or equivalent Associate Deans and Curriculum Area Heads** whenever possible, shall recommend a search plan to the President.

10.02.1

A Probationary Selection Committee for a teaching position shall consist of:

- ~~A~~ the Dean or Vice President Academic, as Chairperson of the Committee;
- an **Assistant Associate**-Dean appointed by the Vice President Academic;
- three **faculty members**, normally two from the relevant **program curriculum** 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,
- ~~two (2) teaching Faculty Members appointed by the Vice President Academic;~~
- ~~one Faculty Member appointed by the Faculty Members in the curriculum area;~~
- up to two (2) students from the relevant curriculum area, 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.

10.02.1 A Probationary Selection Committee for a non-teaching position 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;
- one student 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.

ii.

11.02.2 Performance Review Process

The **University** shall be responsible for the performance review process and shall ensure fair and reasonable treatment of any Faculty Members being reviewed.

Student course evaluation forms shall be completed for each assigned credit course prior to the end of each academic semester, **unless otherwise agreed between the University and the Faculty Association.**

(last paragraph of 11.02.2)

The Dean, an Associate Assistant Dean of the Faculty or equivalent of the curriculum area and the Curriculum Area Head and one faculty elected by the Regular faculty from the Faculty shall review Non-Regular Faculty Members annually **within their Faculty.**

iii.

11.02.3 The Developmental Review Committee

The Developmental Review committee

The Committee shall be composed of the following:

- **The Dean of Faculty** or a designate selected by the President as Chairperson of the Committee;
- **the Associate Dean or the Assistant Dean of the Faculty or equivalent, a designate from the Faculty area of specialty of the Faculty Member being reviewed, and two Regular Faculty Members from the Faculty of the Faculty Member being reviewed,** who are not undergoing evaluations that year, elected by the Regular Faculty Members. 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.

[Last paragraph](#)

All Faculty Members shall be notified when their summaries of course evaluations (for Teaching Faculty) or written administrative assessments (for Non-Teaching Faculty) are available for examination and shall be required annually to examine their own summary or assessment and to **advise Human Resources, by written record, sign an affidavit** confirming that they have done so.

iv.

11.02.4 The Evaluation Committee

The Evaluation Committee shall consist of two of the following three people:

- the President;
- the Vice-President Academic (chairperson);
- 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.

v.

11.03.3

The Tenure and Promotion Committee

The Tenure and Promotion Committee shall consist of the following:

- the Vice President Academic or designate selected by the President as Chairperson;
- 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;
- 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.

At any point in the process if, for whatever reason, an appointed committee member cannot continue, s/he will be replaced in accordance with the representation intended by this Article.

vi.

The Sabbatical and Educational Leave Committee

18.05.2 The committee shall be composed of the following:

- the Vice President Academic (as Chairperson);
- the Dean;
- three Regular Faculty Members chosen by the Faculty Association;
- one Board member elected by the Board from Ministry appointments;
- two external members from other institutions, appointed by the President, **or designate** (the external members of the Committee shall have

expertise related to the positions of Non-Teaching Faculty Members when assessing such applications).

5. Remove "effective 1 September 2008 six percent allowance shall be added in lieu of employee benefits" in reference to Sessional salaries, change "two" to "six" percent, applicable to Article 8.03.5 and Article 14.10.2.

16.01.5 The base salary for Non-Regular Faculty Members includes compensation equal to four percent in lieu of paid annual vacation. Lecturers shall receive an additional two percent in lieu of **vacation**. ~~Regular and Probationary Librarians and Counsellors are entitled to annual vacation totaling six weeks with pay at their contracted salary, per year. Vacation scheduling shall be done in consultation with the administrative supervisor and may occur at any agreed time throughout the year.~~

16.02 Non-Teaching Regular and Probationary Faculty

16.02.1 All Regular and Probationary Non-Teaching Faculty Members are entitled to annual vacation totalling six weeks with pay at their contracted salary, per year. Vacation scheduling shall be done in consultation with the administrative supervisor, and may occur at any agreed time throughout the year.

6. Eliminate Article 40 – Deferred Salary Plan and re-number

7. Remove Appendices VII, VIII, XII, XIV, XV, and re-number

APPENDIX VIII

LETTER OF UNDERSTANDING **PROBATIONARY SELECTION COMMITTEE**

Associate **Assistant** Deans

The Faculty Association and the Institute agree that the position of ~~Associate Dean~~ **Assistant Dean** shall remain in the bargaining unit during the life of this Collective Agreement.