

EMILY CARR UNIVERSITY OF ART AND DESIGN FACULTY ASSOCIATION ("ECUADFA" or "the Association")

And

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

Offer of Settlement ("the Offer")

June 12 2015

The following package of items is to be considered an offer for settlement ("the offer") submitted by ECUADFA to the University for the renewal of the expired 2014 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in the offer from the original list of proposals submitted by either the University or the Association is deemed to be withdrawn. Where the offer is not accepted as a whole, the offer is withdrawn completely.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.

MEMORANDUM OF AGREEMENT

Between

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

And

EMILY CARR UNIVERSITY OF ART AND DESIGN FACULTY ASSOCIATION

("the Association" or "ECUADFA")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE EMPLOYER AGREE
TO RECOMMEND TO THE EMILY CARR UNIVERSITY OF ART AND DESIGN BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE ASSOCIATION AGREE TO
RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 (the "New
Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6 inclusive.

2. Term of Agreement

The term is April 1, 2014 to March 31, 2019.

3. Effective Dates

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

4. Proposed Amendments ("Appendix A")

The Employer and the Association agree to the proposed amendments to the new Collective Agreement attached to this Memorandum of Agreement.

5. Agreed Items ["Appendix B"]

The Employer and the Association agree to the previously-agreed amendments (green sheets) to the new Collective Agreement attached to this Memorandum of Agreement.

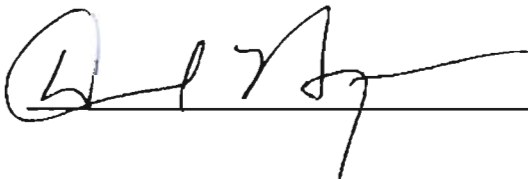
6. Ratification

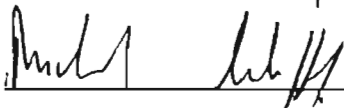
The Parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the Parties shall recommend the approval of this Memorandum to their respective principals. The University and the Association will conduct their ratification votes within thirty (30) calendar days of signing of this MOA. This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association ("PSEA") Board of Directors. Ratification by the PSEA Board will take place within thirty (30) days of the date that the last of either the University or the Association ratify this MOA.

Signed this 12 day of June 2015

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER

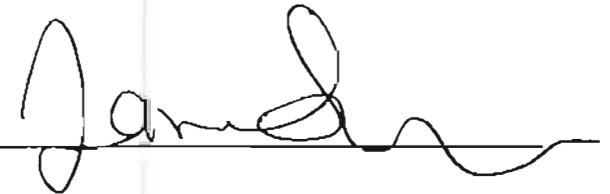
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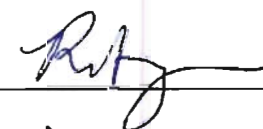
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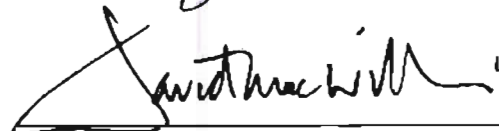
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BARGAINING REPRESENTATIVES FOR
THE ASSOCIATION

_____

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APPENDIX A

1. Title Page

Effective the date of ratification of the Memorandum of Agreement, the University and the Association amend to read as follows:

2010-2014

2014 - 2019

(rest unchanged)

2. Renumbering

the parties agree that all article numbers in the Collective Agreement will be reviewed & updated to reflect negotiated numbering changes.

RW AS

Article 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 typically consist of two academic teaching semesters and ~~one non-teaching~~ twenty-two (22) working days per year for professional development, practice and research activities ~~days period of twenty working days~~ and an annual vacation of forty-three working days.

Article 8 – Employment Classifications

8.01 Types of Faculty Appointments

8.01.1 Regular Appointments – ~~Tenured~~ full-time or part-time.

8.01.2 Probationary Appointments – ~~Tenure track~~ full-time or part-time.

8.01.3 Non-Regular Appointments

Lecturer

Sessional
Adjunct
Substitute
Librarian
Counsellor
Artist/Designer/Scholar in Residence

8.02 Faculty Ranks and Positions

8.02.1 Regular and Probationary Positions

- Teaching ranks:

Assistant Professor
Associate Professor
Professor
- Non-Teaching ranks:

Librarian
Counsellor
Writing Centre Coordinator

8.02.2 Non-Regular Positions

- Teaching positions:

Lecturer
Sessional Instructor
Adjunct Instructor
Substitute Instructor
Artist/Designer/Scholar in Residence
- Non-Teaching positions:

Librarian
Counsellor

8.03 Faculty Appointments

Faculty Members shall be appointed as one of the following:

8.03.1 Regular Appointments

Regular Faculty Members have successfully completed their Probationary appointments ~~and,~~

~~through the tenure and promotion review process, have achieved tenure.~~ Regular Faculty Members fulfill teaching and teaching-related duties or ~~Librarian or Counsellor~~ non-teaching duties, professional practice/research, and service to the University and to the community.

Regular Faculty Members:

- shall hold full-time or part-time appointments without term;
- shall be either Teaching Faculty Members holding the rank of Assistant Professor, Associate Professor or Professor; or
- shall be Non-Teaching Faculty Members holding the positions of Writing Centre Coordinator, Librarian, or Counsellor;
- shall have a comprehensive performance review every three years, unless extended by approved leaves;
- In the case of teaching faculty members, may make application through the promotion and tenure review process for advancement in rank;
- may have their employment terminated through resignation, retirement, dismissal for just cause, or pursuant to the provisions of Articles 33 or 34.

8.03.2 Probationary Appointments

Probationary Faculty Members are working towards achieving Regular status and fulfill teaching and teaching-related duties, or ~~Librarian or Counsellor~~ non-teaching duties, professional practice/research and service to the University and to the community.

The anniversary date for Teaching Faculty appointments shall normally be 1 August of the year in which the appointment commences. The anniversary dates for Non-Teaching Faculty appointments shall be the dates of hire to the positions.

Probationary Teaching Faculty Members:

- shall hold full-time or part-time appointments;
- shall hold the rank of Assistant Professor, Associate Professor or Professor;
- shall be hired for a maximum of six years, unless extended by approved leave. Regular status may be awarded in less than six years but usually not less than three years. By the end of the sixth year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Faculty Member's appointment. In exceptional circumstances, the President may approve the appointment of the Faculty Member to Regular status upon hiring following consultation with the Selection Committee. Notification of such an exception shall be sent to the Faculty Association;
- may initiate an application through the tenure and promotion review process (Article 11.04) for advancement in rank and/or for Regular status;
- must initiate an application for Regular status through the tenure and promotion review process before 1 October of his/her sixth year of appointment;
- shall have annual reviews through the performance and developmental review process,

including an enhanced review in the third year;

- shall have tenure and promotion reviews prior to consideration for Regular status;
- may have ~~his/her~~ their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article 11.08, Tenure Review, or pursuant to the provisions of Articles 33 or 34.

Probationary Non-Teaching Faculty Members (Librarians and Writing Centre Coordinator):

- shall hold the position of either Librarian or ~~Counsellor~~ Writing Centre Coordinator;
- shall be hired for a period of ~~two~~ three years. Before the end of the ~~second~~ third year of the appointment, unless extended by approved leave, a recommendation must be made to the President by the Tenure and Promotion Committee to either grant Regular status or to terminate the Probationary Non-Teaching Faculty Member's appointment .
- shall have ~~a twelve-month~~ an annual review through the performance and developmental review process;
- shall have a tenure and promotion review prior to the completion of his/her Probationary appointment;
- may have ~~his/her~~ their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review or, subject to appeal under Article 11.08, Tenure Review, or pursuant to the provisions of Articles 33 or 34.

Probationary Non-Teaching Faculty Members (Counsellors):

- shall be hired for a period of two years; and
- shall have a minimum of two reviews by the Administrative supervisor who will make a recommendation to the President to either grant Regular status or to terminate the Probationary Counsellor's appointment no later than by the end of the second year of employment.
- may have ~~his/her~~ their employment terminated through resignation, retirement, dismissal for just cause, as a result of an unsatisfactory performance review, or pursuant to the provisions of Articles 33 or 34.

8.03.3 Non-Regular Appointments

Non-Regular Teaching Appointments

Non-Regular Faculty Members shall be hired on a per-course basis with commensurate teaching duties. In the annual hiring cycle, contracts shall be issued for both fall and spring to the degree possible.

Procedures for hiring non-regular faculty are outlined in Appendix IV.

Non-Regular Teaching Faculty:

- shall hold the position of Lecturer, Sessional Instructor, Adjunct Instructor, Substitute, or Artist/Designer/Scholar in Residence;
- shall have no job security beyond the current contract, except as provided for in Article 8.03;

- shall be available as part of their regular teaching responsibilities for student consultations one (1) hour per three-credit course per week to a maximum of three (3) hours a week, at a time convenient to students as determined by the Faculty Member, and shall post the consultation time(s).
- Non-regular appointments are offered in the credit program on a semester by semester basis with a teaching load from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments.

8.03.4 Lecturer Appointments

Lecturer Faculty have had Non-Regular appointments and have taught the equivalent 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 University, but have no requirement regarding professional practice/research. **Contracts will be issued for up to two years, to the extent possible.** Sections taught under an Adjunct contract are excluded from qualifying time. 18

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 relevant Dean that they will be unavailable to teach for up to one (1) academic year. This period may be extended by the University with the agreement of the Faculty Association.

In the event an employee loses Lecturer status, s/he 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:

Lecturer Faculty:

- shall hold the position of Lecturer;
- shall acquire the right of first refusal to courses in accordance with the provisions of Article 8.03.6.
- shall have right of first refusal to teach courses they have taught continuously at the University which are the same or substantially similar, provided that they have the qualifications to teach the required subject matter, to a maximum of three (3) sections of any three (3) credit course workload;
- shall be hired on ~~yearly~~ contracts up to two years in duration, to the extent possible, and subject to Article 14.11;
- shall have performance and developmental reviews annually or biennially, depending on the length of the contract, to determine suitability for renewal of appointments;
- shall be eligible for the following benefits:
 - an additional two percent vacation pay added to their base salary;
 - leaves of absence as outlined in Article 19;
 - sick leave as outlined in Article 20.02;

- when they are teaching a load of 40% or more, health and welfare benefits as outlined in Article 21, with the exception of long-term disability benefits. If the workload for a lecturer drops below forty percent in any contracted semester, a payment of ten percent of the current stipend shall be made in lieu of benefit coverage. During any semester with no contract, the lecturer may elect either to pay the full premiums to maintain coverage or drop the coverage until a new contract comes into effect. Lecturers may only choose to drop or begin their coverage once in any twelve (12) month period. All benefit plans are subject to the terms of the benefit providers;
- the College Pension Plan as outlined in Article 22.03;
- death benefits as outlined in Article 26;
- annual progression through the salary scale to a maximum of Step 4 of the Provincial Salary Scale.

8.03.5 Sessional Appointments

Appointments are normally offered on a per-course basis each semester in the credit program. In the annual hiring cycle, contracts shall be issued for both fall and spring to the degree possible.

Sessional Faculty Members have teaching and teaching-related duties that include preparation, student consultation and student assessment, but no requirement regarding professional practice, research or service to the University, nor committee or administrative work not directly related to their teaching duties unless otherwise contracted.

Sessional Faculty:

- shall hold the position of Instructor;
- shall have no job security beyond the current contracts;
- shall have performance and developmental reviews annually to determine suitability for renewal of appointments;
- are eligible for the following benefits:
 - six percent (6%)-in lieu of benefits; **seven (7%) effective June 01 2016**
 - sick leave as outlined in Article 20.02;
 - leaves of absence as outlined in Article 19;
 - death benefits as outlined in Article 26;
 - stipends, which include vacation pay.

Sessional faculty shall normally be hired on contracts of sixteen weeks in duration for Fall and Spring semesters. The Fall semester contract period will commence with the first duty day for sessionals in August. The Spring semester contract will commence with the first duty day for sessionals in January. The Summer semester contract will commence with the first duty day for sessionals in the summer session in which they are teaching.

8.03.6 Right of First Refusal

A Sessional Faculty shall acquire the Right of First Refusal to specific courses offered during the academic year as follows:

8.03.6.1 Qualifications

A Sessional Faculty Member who has taught four (4) consecutive (not concurrent) course deliveries of the same or substantially similar course shall have Right of First Refusal, to the identical or substantially similar course, if such course continues as a curriculum offering and is made available for non-regular appointment, to a maximum of three (3) sections of any three (3) credit course workload.

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 online 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.

The Human Resources Department shall maintain a list of Sessional Faculty Members who have Right of First Refusal, the courses to which they have such rights, and, for the purpose only of determining priority rights if two or more sessional applicants have Right of First Refusal to the same course, length of service from first dates of hire. A copy of the list will be available to the Faculty Association upon request.

If a Sessional Faculty Member fails to maintain satisfactory performance reviews his/her Right of First Refusal shall be revoked.

The University may, by mutual agreement with the Dean and faculty member, replace one or more available sections of a course on which a faculty member has ROFR with the equivalent number of sections of another course for which the faculty member is qualified, for one semester. In this case, the faculty member will not earn ROFR on the replacement course or courses that semester.

Priority Basis for Course Allocation

Courses available for offer for sessional appointments, including those subject to Right of First Refusal, are those remaining after allocation to Regular Faculty for permanent or temporary workload increases, artists/designers/scholars in residence, and lecturers and adjuncts, as determined by the Vice President Academic.

8.03.6.3 Retention of Right of First Refusal

Sessional Faculty Members with Rights of First Refusal shall retain such rights:

- for up to one (1) academic year if there are no courses available to which they would otherwise have been entitled to exercise their Rights of First Refusal; or
- if they have given written notification to the Dean that they will be unavailable to teach for up to one academic year.

For the purpose of attaining or losing Right of First Refusal, only courses offered during the academic year (fall/spring) shall be considered. However, Faculty Members with Right of First Refusal may exercise their rights in any semester.

In the event a contract for a course to which a Non-Regular Faculty has the Right of First Refusal is cancelled, every effort will be made to offer another available section of that course in either the Fall or Spring semester. In the event other sections of the course are being delivered by lower ranked sessionals or sessionals without ROFR on the course, the Faculty shall not lose ROFR that would have been maintained by teaching the course.

8.04.7 Adjunct Appointments

Appointments are offered for two to five years, subject to confirmation annually, on a per-course basis in the credit program. Appointments are for not more than two sections/courses at any one time, or four courses/ sections in an academic year. Adjunct Faculty Members have specialized skills and knowledge required for teaching specific courses, supplementary to the resources and expertise within the Faculty. Adjunct Faculty Members have teaching and teaching-related duties that include preparation, student consultation and student assessment, but no requirement regarding professional practice, research or service to the University, nor committee or administrative work not directly related to their teaching duties unless otherwise contracted.

Adjunct Faculty

- shall hold the position of Instructor;
- shall have no job security beyond the current contracts;
- shall have performance reviews annually to determine suitability for confirmation or renewal of appointments;
- are hired on contracts, confirmed annually, for no less than two and no more than five years;
- are eligible for the following benefits:
 - - six percent (6%) in lieu of benefits; **seven (7%) effective June 01 2016**
 - sick leave as outlined in Article 20.02;
 - leaves of absence as outlined in Article 19;
 - death benefits as outlined in Article 26;
 - stipends, which include vacation pay

8.04.8 Substitute Faculty Member

A Substitute Faculty Member shall be appointed to replace a Regular, Probationary or Non-Regular Faculty Member who is absent due to illness or other unforeseen circumstances as described in Articles 19.01, 19.02, 19.03 and Article 19.04.

- The appointment shall be on an hourly, daily, weekly, or monthly ~~or semester~~ basis.

- Compensation shall be based on an hourly substitute rate pursuant to Article 14.
- A substitute appointment shall be made according to University policy.

8.04.9 Artist/Designer/Scholar in Residence Appointments

Artist/Designer/Scholar in Residence Faculty may be appointed by the President in consultation with the Vice President Academic or designate and the President of the Faculty Association, supplementary to the classifications described above, for appointments not to exceed one year. Candidates shall be recognized as outstanding practitioners within their fields who will make valuable contributions to the University. An individual appointment as an Artist/Designer/Scholar in Residence shall not be given a successive appointment.

The conditions of employment for Artist/Designer/ Scholar in Residence shall be specified on an individual basis between the candidate and the President prior to commencement of employment. The Faculty Association shall be notified in writing of all such conditions of employment.

~~8.03.10~~ 8.04.10 Non-Regular, Non-Teaching Appointments

Appointments as non-teaching faculty ~~Librarians or Counsellors~~ are pro-rated according to workloads performed and stipulate commencement and termination dates. Hiring decisions shall be determined by the University. The Faculty Association shall be provided with copies of all appointment letters.

Non-Regular non-teaching faculty ~~Librarians and Counsellors~~:

- shall be hired on term appointments, with start and end dates;
- shall be eligible for the following benefits:
 - compensation based on hourly rates for Librarians, **Writing Centre Coordinator** and Counsellors;
 - six percent (6%) in lieu of benefits; **seven (7%) effective June 01 2016**
 - four percent vacation pay or time in lieu of vacation pay;
 - sick leave as outlined in Article 20.02;
 - leaves of absence as outlined in Article 19;
 - death benefits as outlined in Article 26.

Article 13 – Faculty Workload

13.01.1 The employment year for Regular and Probationary Teaching Faculty Members normally begins on 1 August and continues through 31 July of the following year. The employment year consists of, typically, two academic teaching semesters, **twenty-two (22) working days per year for professional**

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

13.07 Teaching Assignments

13.07.1 In exceptional circumstances and upon consultation and agreement with the Faculty Association, a Faculty Member may request and, at the discretion of the relevant Dean, be assigned a work overload in one semester of an academic year with a comparable reduction in the subsequent semester.

For the purposes of this article only, the work overload may be assigned in the summer session by request of the faculty member and approval of the Dean. In this case, the course reduction in the Fall or Spring semester will be drawn as paid vacation time as per Article 16.01 and will be considered equivalent to the work overload in the summer session.

Article 14 – Salaries

14.01 General

The salary scales for Regular and Probationary faculty members for the period 1 April ~~2010~~ 2014 to 31 March ~~2019~~ 31 March 2014 shall be listed as Appendix 1.

14.02 unchanged

14.03 unchanged

14.04 Incremental Step Increases

14.04.1 Regular and Probationary Teaching Faculty Members shall normally have their step placement Increased by one step increment annually, on 1 August of each year.

14.04.2 ~~Upon qualifying for the rank of Lecturer, Faculty Members shall move up one increment step effective 1 August of the next academic year, and shall have their step placement increase by one step increment annually on 1 August of each year upon receiving new contracts, up to the maximum level for Lecturers.~~
Regular and Probationary Non-Teaching Faculty Members shall normally have their step placement increased by one step increment annually on their anniversary date of each year.

14.04.3 Upon qualifying for the rank of Lecturer, faculty members shall move up one Increment step effective 1 August of the next academic year and shall have their step placement increase by one step increment annually on 1 August of each year upon receiving new contracts, up to

the maximum level for Lecturers.

14.05 *unchanged*

14.06 Sessional and Adjunct Non-Regular Appointments

14.06.1 Stipend – Studio Instruction

Remuneration will be based on the following formula and includes preparation time and student consultation:

Effective 1 April 2007 – 75% of 1/10 of Step 8 of the Provincial Salary Scale.

The above stipend includes a four percent allowance in lieu of vacation.

Effective June 01 2017, for faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent vacation pay

1.1 Article 14 – salaries

ARTICLE 2 -

(a) 14.06.2 Stipend - Academic Instruction

Remuneration will be based on the following formula and includes preparation time and student consultation:

Effective 1 April 2007 – 75% of 1/8 of Step 8 of the Provincial Salary Scale

The above stipend includes a four percent allowance in lieu of vacation.

Effective June 01 2017, for faculty members who have completed four (4) years equivalent full-time service, a further two percent vacation pay shall be paid on the stipend, for a total of six percent vacation pay

14.06.1 *unchanged*

14.06.2 *unchanged*

14.06.3

14.06.3 Benefits

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

14.07 Lecturer Appointments

14.07.1 *unchanged*

14.07.2 *unchanged*

14.07.3 Benefits

Lecturers with 40% or greater workloads shall be entitled to benefits as outlined in Article 8.03.4 Those with less than 40% workload shall receive a payment of ten percent (10%) of the current stipend in lieu of benefits.

14.08 Additional Compensation for Non-Regular Teaching Faculty

These additional compensation rates will be adjusted as per the negotiated general wage increases in the 2014-2019 collective agreement.

14.08.1 Additional Duties

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

- an additional payment of \$300 312 maximum per three credit course may be authorized for additional duties specified by the relevant Dean, not generally to exceed six hours per three credit course; ~~effective 1 September 2013, the~~

~~additional payment rate will be a maximum of \$200. Effective 1 January 2014, the additional payment rate will be a maximum of \$212.~~

- a payment of \$50 ~~52~~ an hour may be authorized by the relevant Dean for additional specified duties; ~~effective 1 September 2013, a payment of \$51.50 an hour may be authorized; effective 1 January 2014, a payment of \$52.00 an hour may be authorized.~~

14.08.2 Assigned Duties

An additional payment of \$300 ~~312~~ may be authorized for assigned duties as specified in the letter of appointment, not generally to exceed six hours; ~~effective 1 September 2013, the additional payment rate will be a maximum of \$200. Effective 1 January 2014, the additional payment rate will be a maximum of \$212.~~

14.09 Substitute Appointments

14.09.1 – 14.09.3 *unchanged*

14.09.4 Librarian and Counsellor Non-Teaching Faculty Substitutes

Substitute ~~Librarians and Counsellors~~ non-teaching faculty shall be paid at a minimum hourly rate based on the ~~Librarian and Counsellor~~ entry step_level

14.10 Non-Regular Librarian and Counsellor Non-Teaching Appointments

Remuneration shall be based on the following formulae:

14.10.1 A minimum rate based on entry step_of the salary scale, pro-rated according to workload.

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

14.10.3 At the option of the Faculty Member, vacation will be taken as paid time off or as pay in lieu of vacation, either on each pay cheque or as a lump sum at the end of the calendar year or their contract at the rate of four percent of gross earnings.

14.11 Cancellation Fees for Non-Regular Faculty

The University may terminate the individual contract of a Non-Regular Faculty Member. However, the University shall endeavour to give as much advance notice as possible if terminating a contract.

- a. If a contract is terminated after 1 August but before the beginning of term, the University will pay the Faculty Member two (2) weeks' salary in lieu of notice.
- b. If a contract is terminated during the first three (3) weeks of the term because of insufficient student enrolment, the University will pay three (3) weeks' salary in lieu of notice to the Faculty Member to compensate for preparation time, in addition to normal compensation for classes and duties completed at the time the contract is terminated.

~~17.01~~

~~**Professional Development Month – Teaching Faculty Members**~~

~~17.01.1 Between the last duty day of the Spring semester and the first duty day of the Fall semester of each employment year Regular and Probationary Teaching Faculty Members shall be granted one non-teaching month for professional development, which is considered to be of mutual benefit to both the Faculty Member and the University.~~

~~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.~~

~~17.01.3 Such reports shall conform to University policy.~~

~~17.01.4 Where the President or Vice President Academic is not satisfied that the Faculty Member's professional development project was beneficial to the University, or where the Faculty Member fails to respond in a timely manner to the Developmental Review Committee's request for additional information, the President or Vice President Academic may determine to withhold one month's salary from the Faculty Member, subject to the Faculty Member's right to grieve the decision.~~

~~**2.1.2 Professional Development – Non-Teaching Faculty Members**~~

~~17.02.1 Regular and Probationary Non-Teaching Faculty shall have up to twenty working days per year for professional development activities, which are considered to be of mutual benefit to both the Faculty Member and the University, and are in keeping with the objectives and responsibilities outlined in Article 12.04. These include, but are not limited to attendance at workshops, courses, conferences, or development of special projects. Professional development is not restricted to off campus activities.~~

~~17.02.2 Professional development may be undertaken at any time during the year in consultation with their administrative supervisor.~~

~~17.02~~

~~17.02.3 Evidence of the professional development activities undertaken shall be~~

~~submitted in the form of a report to the Developmental Review Committee by 15 October each year.~~

~~17.02.4 Such reports shall conform to University policy.~~

~~17.02.5 Where the Developmental Review Committee is not satisfied that the Faculty Member's professional development project was beneficial to the University, or where the said committee is not satisfied with the details of the Faculty Member's report and the Faculty Member fails to respond quickly and reasonably to the committee's request for additional information, the committee may recommend to the President of the University who, in turn, may determine that the University withhold one month's salary from the Faculty Member concerned.~~

17.01 Professional Development – Faculty Members

17.01.1 Regular and Probationary Teaching Faculty shall have up to twenty two working days per year for professional development, practice and research activities, which are considered to be of mutual benefit to both the Faculty Member and the University, and are in keeping with the objectives and responsibilities outlined in Article 12.

17.01.2 For Teaching faculty much of the professional development, practice or research activities will typically, but not exclusively, take place between the last duty day of Spring and the first duty day of Fall. Absence from a scheduled class for Professional Development activities undertaken when classes are in session will be by mutual agreement of the faculty member and their Dean in advance.

17.01.3 Regular and Probationary Non-Teaching Faculty shall have up to twenty working days per year for professional development activities which are considered to be of mutual benefit to both the Faculty Member and the University and are in keeping with the objectives and responsibilities outlined in Article 12.04. For Non-Teaching Faculty professional development may be undertaken at any time during the year in consultation with their administrative supervisor.

17.01.3 Evidence of the professional development, practice and research activities undertaken shall be submitted in the form of a report to the Developmental Review Committee by 15 October each year along with other required materials Professional Development – Faculty Members as stipulated in 11.02.2 and 11.02.3.

17.01.4 Such reports shall conform to University policy.

17.02 Professional Development Fund Committee

17.03.1 Effective 1 April 2006, the University will establish a Professional Development Fund of six-tenths of one percent (0.6%) of the salaries of Faculty Members. This will be the total amount of any funds the University is obligated to contribute to professional development, and will replace any and all other professional development commitments. **Effective 1 August 2016, the University will contribute three quarters of one percent (.75%) of the salaries of Faculty Members to the Professional Development Fund.**

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.

17.03.3 The Professional Development Committee will review applications and make recommendations to approve requests for funds to the Vice President Academic.

17.03.4 The Vice President Academic may approve, modify, reject or request more information about applications from the applicants.

Article 18 – Sabbatical and Education Leave

{18.01 – 18.05 unchanged}

18.06 Application Format

18.06.11 **Performance and developmental review recommendations may also be provided by the faculty member.**

(18.07 – 18.09 unchanged)

18.10 Conditions

18.10.1 Faculty Members granted sabbatical leave shall be paid the equivalent of eighty percent (80%) of their annual salaries for the approved duration of the leave. Health and welfare benefits payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved sabbatical leave. The Faculty Member shall continue to accrue salary increments and other benefits during sabbatical leaves.

Effective August 01 2016:

Teaching faculty members granted sabbatical leave shall be paid the equivalent of ~~ninety eight percent (80%)~~ **(90%)** of their annual salaries for the approved duration of ~~the a six month leave and seventy (70%)~~ **entire duration of a twelve (12) month leave**, Health and welfare benefits payments and other statutory contributions made on behalf of the Faculty Member shall be maintained by the University throughout the approved sabbatical leave. The Faculty Member shall continue to accrue salary increments and other benefits during sabbatical leaves.

18.11

Educational Leaves

18.11.1 Intent of Educational Leave

~~An educational leave shall be defined as a leave of not less than eleven days and not greater than four months in duration.~~ Educational leaves are periods of time when faculty are away from the University to engage in a formal program of study intended to develop or enhance their qualifications in areas relevant to their role at the University and so benefit the individual faculty member and the University. ~~where faculty engage in~~ Educational leave may be granted for not greater than four months to eligible faculty.

18.11.2 Funding

Educational leaves shall be granted subject to available funds.

18.11.3 Eligibility

Regular Faculty Members shall be eligible to apply for such leave after they have been employed by the University, ~~for the equivalent of two a~~ minimum of three (3) years of qualifying service. Earlier eligibility may be considered ~~by~~ with the approval of the Vice-President Academic & Provost.

18.11.4 Application Format and Assessment Process

~~18.11.4.1~~ The application format, application submission and notification of disposition, assessment procedures and appeal shall conform with those for sabbatical leave described in Articles 18.06 to 18.10 above, in the case of applications which are for a period of four months in duration.

~~18.11.4.2~~ When the application is for less than a four month period, the application format above shall apply with the exception that such submission be made two months prior to the proposed commencement date. This application will be reviewed at a special meeting of the Sabbatical and Educational Leave Committee who will inform the applicant of its decision at least one month prior to the proposed commencement date of the leave.

18.11.4.1 Application for Educational Leave shall be made to the Vice President Academic by 1 September of the academic year prior to the intended educational leave.

18.11.4.2 To support the program of study planned for the Educational Leave, the application shall include the following:

- a description of the program of study, scholarly focus, with the stated timeline and the potential benefit to the faculty member and the University;
- evidence of achievement of Faculty Objectives and Responsibilities as described in Article 12;
- a current curriculum vitae, and the length of time, if any, since the last sabbatical leave;
- previous professional development reports since the applicant's last sabbatical leave will be provided by Human Resources;
- a statement regarding any paid compensation expected by the faculty member during the Educational Leave, outside of salary from the University, including details of any anticipated grants, bursaries, etc;
- the Committee, or the President may request additional information should they deem it necessary in order to complete their assessment of the application;

18.11.5 Conditions unchanged

18.11.6 Application Assessment

Applications for Educational Leave shall be assessed by the Sabbatical

and Educational Leave Committee based on the following criteria:

- ~~18.11.6.1 the merit of the proposed program of study;~~
- 18.11.6.1 the anticipated significance and relevance of the proposed program of study to both the applicant and to the University;
- 18.11.6.2 the feasibility of concluding the program of study;
- 18.11.6.3 confirmation that the of program of study cannot be completed while maintaining employment workload;
- 18.11.6.4 achievement of Faculty Objectives and Responsibilities as described in Article 12.

Article 21 Benefits

While not included in the Collective Agreement, effective the first of the month following the date of ratification, the Parties agree that Faculty Extended Health Benefits plans will be amended such that the Reasonable and Customary terms applied by the carrier will take effect.

Article 45 – Term and Duration

45.01 This Agreement shall become effective on 1 April ~~2010~~ 2014 and shall continue in full force and effect until the 31st day of March ~~2014~~ 2019 and from year to year thereafter unless on or before the 1st day of January 2014, 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.

45.02 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:

- 45.02.1 the Faculty Association commences a lawful strike; or
- 45.02.2 the University commences a lawful lockout; or
- 45.02.3 the Parties enter into a new or amended Agreement.

45.03 (a) Effective the first day of the first full pay period after April 01, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix I of the collective agreement which were in effect on

March 31, 2015 shall be increased by one percent (1%).

- (b) Effective the first day of the first full pay period after February 01, 2016, all annual rates of pay in 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, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).
- (d) Effective the first day of the first full pay period after February 01, 2017, all annual rates of pay in 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) Effective the first day of the first full pay period after April 01, 2017, all annual rates of pay in Appendix I of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).
- (f) Effective the first day of the first full pay period after February 01, 2018, all annual rates of pay in 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.

Appendix I – Provincial Salary Scale

PROVINCIAL SALARY SCALE

STEP	01-Apr-14 to 31-Mar-15	01-Apr-15 ¹ to 31-Jan-16	01-Feb-16 ^{1,2,3} to 31-Mar-16	01-Apr-16 ^{1,3} to 31-Jan-17	01-Feb-17 ^{1,2,3} to 31-Mar-17	01-Apr-17 ^{1,3} to 31-Jan-18	01-Feb-18 ^{1,2,3} to 31-Mar-18	01-Apr-18 ^{1,3} to 31-Jan-19	01-Feb-19 ^{1,2,3} to 31-Mar-19
1	\$86,611	\$87,477	TBD ³	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,188	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,268	\$55,534	\$56,089	\$56,369	\$56,933

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 below - 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 III – Temporary and Permanent Workload Increases

Renew.

Appendix IV – Procedures for Semestral Sessional Non-Continuing Appointments

i. APPENDIX IV

Appendix IV will be reviewed during the period of this Agreement.

The provisions set out in Article 14 (Salaries) supersede those of this Appendix IV. Refer to Article 14.08 (compensation for Non-Regular Teaching Faculty).

PROCEDURES FOR SEMESTRAL SESSIONAL NON-CONTINUING APPOINTMENTS

Draft: March 1997

Preamble

Semestral Sessional appointments are offered in the credit program on a semester-by-semester basis and stipulate specific commencement and termination dates in a given academic year. A semestral Sessional appointment can stipulate a teaching lead from three up to a maximum of fifteen credits per semester for studio appointments or from three up to a maximum of twelve credits per semester for academic appointments.

ARTICLE 3 - 1.1 PROCEDURE FOR IDENTIFYING COURSE SECTIONS

The relevant Dean, in consultation with Regular Faculty in the specific program area(s), will identify those course sections which should be created and filled as semestral Sessional appointments and will recommend suitable candidates to the President of the University. The decision to grant the appointments resides with the President in consultation with the Dean. Appointments will be announced prior to the end of the previous semester. It is recognized that some appointments cannot be confirmed until the beginning of each academic semester.

ARTICLE 4 - 1.2 DUTIES AND RESPONSIBILITIES

The primary duties and responsibilities of each Faculty Member shall be to teach educational program(s) and course content as described in the curriculum assigned to the Faculty Member.

Teaching is defined as the responsibility for the research, design, preparation, coordination, delivery, grading, evaluation, and supervision of a scheduled curriculum course content.

ARTICLE 5 - 1.3 CONTRACT DURATION

~~Contracts are sixteen weeks in duration. The Fall semester contract period will commence with the first duty day in August. The Spring semester contract will commence with the first duty day in January.~~

Sessional faculty shall normally be hired on contracts of sixteen weeks in duration for Fall and Spring semesters. The Fall semester contract period will commence with the first duty day for sessionals in August. The Spring semester contract will commence with the first duty day for sessionals in January. The Summer semester contract will commence with the first duty day for sessionals in the summer session in which they're teaching.

Each contract shall expire on its termination date automatically and without notice. Any further appointment, even one following immediately upon a previous one, shall constitute a new, separate appointment, not a renewal or extension of the previous one.

The University offers this appointment in good faith and makes no commitment beyond the terms and duration of the appointment.

ARTICLE 6 - 1.4 REMUNERATION AND BENEFITS

While not to be included in the collective agreement, the additional compensation rates will be adjusted as per the increases to the negotiated 2014-19 GWI.

Remuneration will be based on the following formulas:

- STUDIO SEMESTRAL SESSIONAL APPOINTMENTS

Per three credit course: 1/10 of Step 8 (Provincial Salary Scale) multiplied by 0.75.

The stipend includes a four percent allowance per three credit course in lieu of vacation leave.

Benefits: studio semestral Sessional Faculty shall receive a six percent (6%) cash payment per three credit course in lieu of fringe benefits seven (7%) effective June 01 2016 .

Assigned duties - an additional payment of \$312 may be authorized for assigned duties as specified in the letter of appointment, not generally to exceed six hours; ~~effective 1 September 2013, the additional payment rate will be a maximum of \$309. Effective 1 January 2014, the additional payment rate will be a maximum of \$312.~~

Additional duties - an additional payment of \$312 maximum per three credit course may be authorized for additional duties specified by the relevant Dean, not generally to exceed six hours per three credit course; ~~effective 1 September 2013, the additional payment rate will be a maximum of \$309. Effective 1 January 2014, the additional payment rate will be a maximum of \$312.~~

Preparation time: remuneration for preparation time is included in the per course stipend.

- **ACADEMIC SEMESTRAL SESSIONAL APPOINTMENTS**

Per three credit course: to 1/8 of Step 8 (Provincial Salary Scale) multiplied by 0.75.

The stipend includes a four percent allowance per three credit course in lieu of vacation leave.

Benefits: academic semestral Sessional Faculty shall receive a six percent (6%) cash payment per three credit course in lieu of fringe benefits ~~seven (7%)~~ effective June 01 2016.

Assigned duties - an additional payment of \$312 may be authorized for assigned duties as specified in the letter of appointment, not generally to exceed six hours; ~~effective 1 September 2013, the additional payment rate will be a maximum of \$209. Effective 1 January 2014, the additional payment rate will be a maximum of \$312.~~

Additional duties - an additional payment of \$312 maximum per three credit course may be authorized for additional duties specified by the relevant Dean, not generally to exceed six hours per three credit course; ~~effective 1 September 2013, the additional payment rate will be a maximum of \$209. Effective 1 January 2014, the additional payment rate will be a maximum of \$312.~~

Preparation time: remuneration for preparation time is included in the per course stipend.

ARTICLE 7 - 1.5 APPLICATION PROCESS

All applicants will apply in writing to the Director of Human Resources and include:

- a covering letter identifying course(s) and outlining how their experience and expertise are appropriate for such an assignment, and
- a curriculum vitae documenting teaching experience, professional experience, research/scholarly activity, and community service,
- slides of recent work if applicable and/or examples of published scholarship and recent portfolio samples.

1.6 Evaluation

Semestral Sessional Faculty shall be subject to the Faculty evaluation process as outlined in the Collective Agreement.

ARTICLE 8 - 1.7 SELECTION CRITERIA

Candidates will be recommended for semestral Sessional appointments using the following non-prioritized guidelines: teaching experience and effectiveness, professional practice/scholarship, service to the University community, service to art and design communities, and employment equity policies of the Collective Agreement.

Appendix V – Grandfathering ROFR for Existing Lecturers

During the term of this Agreement (1 April 2010-14 to 31 March 2014-19) the University and the Faculty Association agree that the following ~~three~~ individuals who ~~have~~ has Lecturer status as of 4 April 2004, shall be able to exercise existing Right of First Refusal to the maximum of a full-time equivalent workload, subject to all provisions of Article 8.03.6.

- ~~Martin Borden~~
- ~~Sheila Hall~~
- Phillippe Raphanel

The aforementioned Lecturers may retain ~~their~~ his Lecturer status for two (2) academic years in the event that ~~they do~~ he does not secure any contracts during that period. For the purpose of maintaining Lecturer status, courses delivered during the summer shall be considered. If, after two academic years without a contract, ~~they~~ he subsequently receives a contract the terms and conditions applicable to Sessional Faculty will apply.

The aforementioned Lecturers may apply for up to one year's leave of absence on a one time basis. If granted, the leave shall not form part of the two year period referenced above.

Appendix VII – Assistant Deans

Renew.

Appendix IX – Joint Committee – Article 37

Renew.

Appendix XI – Graduate Students Studio Credit Course Delivery

The Parties agree that, up to five percent (5%) of sections in the Fall, Spring and Summer semesters may be delivered by graduate students as part of a supervised learning component of their graduate program at Emily Carr Institute.

These students will be members of the ECUAD ~~ECIAD~~ Faculty Association for the contract period only. However, the Parties recognize the unique pedagogical relationship between the University and its graduate students and, accordingly, agree that the application of the Collective Agreement is limited to the following articles, where relevant:

Articles 1, 3, 4, 15, 20.02, 23, 24, 27, 28, 32, 36, 37, 38, 41, 42, 43, 44, 45 and 46 of the Collective Agreement shall apply to their terms and conditions of employment. In addition, graduate students would be eligible for up to five calendar days' bereavement leave without loss of pay upon a death in the immediate family as defined under Article 19.02.1 and other leaves as provided by the Employment Standards Act. Development of a dispute resolution process as it applies to the identified articles, and in lieu of Articles 31 and 31, shall be referred to the Joint Consultation Committee.

Effective April 01 2014, Graduate students shall receive a stipend of \$2,500 per section which includes vacation pay and percentage in lieu of benefits, and which shall be increased in accordance with the terms of any negotiated general wage increase.

Rest of LOU unchanged.

Renew LOU as amended.

NB – Article references will need to be changed to reflect numbering changes resulting from MOA

Appendix XII – Workload

Renew.

Appendix XIII – Academic Freedom

Replace with:

The parties are committed to the responsibilities and rights established by Senate and as set out in the University's Academic Freedom policy, as amended from time to time by Senate. Any disciplinary action taken with respect to academic freedom is subject to the grievance procedure.

Appendix ~~XV~~ XIV - Respectful Working Environment

Renew

¹

23. Letter of Understanding (NEW)

The parties agree to enable the participation of a sessional representative on the Joint Consultation Committee during the 2015/2016 academic year. 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.

MEMORANDUM OF UNDERSTANDING (NEW)

Re ECONOMIC STABILITY DIVIDEND (ESD)

Definitions

1. In this Letter of Agreement:

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

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

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

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

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

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

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

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget – Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year – Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to Implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

AGREED

ARTICLE 11 - FACULTY PERFORMANCE AND TENURE AND PROMOTION REVIEWS

11.01 Performance and Developmental Tenure and Promotions Types of Reviews

Faculty members shall have the following types of reviews:

- Performance and developmental reviews
- Tenure and promotion reviews

11.02 The Performance and Developmental Review Process

11.02.1 General

The purpose of the performance and developmental 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 9 and 12.

The performance and developmental review process is designed to provide the University and faculty member with performance information which may be used:

- to determine the continuation of Probationary appointments;
- in the tenure and promotion review process;
- to determine eligibility for renewal of Non-Regular appointments; and
- for individual faculty development.

11.02.2 Performance Review Process

RW AS 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.

At the conclusion of each semester, the University shall produce a summary of all numerical ratings along with a record of all written comments from every student course evaluation form. This documentation shall be placed in each faculty member's personnel file, with a copy to the Vice-President Academic. This documentation shall be sent to the faculty member as soon as practicable after the end of the semester, with a copy to the Vice-President Academic and a copy placed in each faculty member's personnel file.

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, confirming that they have done so.

For each Non-Teaching faculty member, an administrative assessment shall be completed annually by the Non-Teaching faculty member's direct administrative supervisor and placed in the faculty member's personnel file.

The Developmental Review Committee shall review Probationary faculty members annually. Regular faculty members may be reviewed by the Developmental Review Committee annually, and no less than once within a three year period.

aw The Dean, an Assistant Dean of the Faculty or equivalent and one faculty member elected by the Regular faculty from the Faculty shall review Non-Regular faculty members annually within their program areas. Recommendations of this committee, regarding the eligibility for renewal of Non-Regular appointments, shall be provided to the faculty member, prior to being forwarded to the Sessional Hiring Committees. Where the performance review is deemed unsatisfactory and/or where the recommendation is not to re-hire, the non-regular faculty member shall be notified by the Dean and provided an opportunity to discuss the review/recommendation.

11.02.3 The Performance and Developmental Review Committees

The Committee for teaching faculty shall be composed of the following:

- The Dean of Faculty or a designate selected by the President Vice-President Academic & Provost, as Chairperson of the Committee;
- an Assistant Dean of the Faculty or equivalent from the Faculty of the faculty member being reviewed, and two Regular faculty members, from the Faculty of the faculty member being reviewed, 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.

The Committee for Non-Teaching Faculty shall be composed of the following:

- The administrative supervisor or a designate selected by the Vice-President Academic & Provost as Chairperson of the Committee;
- two Regular faculty members, one from the Faculty of the faculty member being reviewed and to the extent possible one from the administrative area of the Faculty member being reviewed, 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.

The Performance and Developmental Review Committee shall consider the following:

- summaries of student course evaluations placed in the Teaching faculty member's personnel file;
- written administrative assessments completed by administrative supervisors for Non-Teaching faculty members;
- ~~annual reports for professional development~~ submitted annually ~~month~~;
- current curriculum vitae on file with the University;
- ~~a statement or statement and/or documentation~~ self-evaluation provided by the faculty member of teaching, scholarly and/or professional activities, research, and service to the University and community. The statement may also include faculty member reflections on feedback from previous Developmental Review Committees;
- for probationary teaching faculty in the third year, additional materials will be considered including, but not limited to, teaching observations and reports;
- ~~other relevant information as determined by any member of the Committee.~~

The Performance and Developmental Review Committee shall produce a report, including:

- recommendations for faculty member commendations; and/or
- recommendations, regarding any faculty members whose performance review indicates a need for performance-development or performance improvement in meeting the Faculty objectives and responsibilities outlined in Articles 8-9 and 12
- recommendation for referral to the Evaluation Committee.

~~The report~~ recommendations developed by the Performance and Developmental Review Committee, together with the relevant performance review files, shall be brought forward by the Dean ~~forwarded to the Evaluation Committee for further action~~ President, Vice-President Academic & Provost for approval or determination of an alternative course of action.

The results of all performance and developmental reviews and other relevant information will be discussed between the faculty member and their Dean. A developmental plan will be created to support development, where appropriate. Documentation of this discussion will be provided to the faculty member by the Dean and placed on the faculty member's personnel file.

~~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, confirming that they have done so.~~

11.02.4 Performance and Developmental Reviews – Counsellors

The administrative supervisor will conduct regular developmental reviews during the probation period and regular appointment, which will consider:

- Performance in role as outlined in the collective agreement and job description;
- annual reports for professional development activities;
- current curriculum vitae on file with the University;
- a statement and/or documentation provided by the faculty member of professionalism and professional activities, service philosophy and service to the University and community;
- other relevant information as determined by the Administrative supervisor and faculty member.

During the probationary period, counsellors shall have a minimum of two reviews by the Administrative Supervisor who will make a recommendation to the President to either grant Regular status or to terminate the Probationary Counsellor's appointment no later than by the end of the second year of employment.

Regular counsellors shall be reviewed no less than once within a three year period.

11.02.4- 11.02.5 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.

The Evaluation Committee shall send a letter to each faculty member referred to the Committee named in the report from the Developmental Review Committee as needing performance development or improvement. This letter shall identify those areas of performance requiring development or improvement and shall schedule a meeting with the Evaluation Committee in order to work out a strategy which effectively responds to the performance issues indicated. The Chairperson of the Evaluation Committee, or designate, shall meet with each faculty member named in the report as needing performance development or improvement referred to the Committee, and, in consultation with the faculty member, shall devise a plan to address the areas of concern which may stipulate a specific term and /or time frame for improvement. The faculty member shall be provided with a summary of the meeting and the strategy for improvement, with the time frame for resolution. A copy of the summary shall be forwarded to the Faculty Association.

(rest of language unchanged).

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 – *language unchanged*

11.03.2 Regular Faculty Appointments – *language unchanged*

11.03.3 The Tenure and Promotion Committee – *language unchanged*

11.04 Procedure for Tenure or Promotion of Rank

11.04.1 Promotion of Rank

Language unchanged.

11.04.2 Tenure Reviews – Faculty Members

Language unchanged.

11.04.3 Tenure Reviews – Non-Teaching Faculty Members

At least four months before the end of the ~~second~~ third year of employment, the Non-teaching Probationary faculty member must submit an application for tenure in writing to the Vice-President Academic. ~~Tenure and Promotion Committee must initiate the tenure review.~~ The review must be complete by the end of the ~~second~~ third year.

Tenure and Promotion Procedures – Teaching and Non-Teaching Faculty

11.04.4 *Language unchanged.*

11.04.5 The Tenure and Promotion Committee shall meet to decide on the application and submit its recommendation to the President for a decision. ~~Recommendation for approval for tenure and promotion must be by majority vote of committee members.~~

11.04.6 ~~The candidate may attend the meeting of the Tenure and Promotion Committee, at which details of the application shall be discussed, at the request of either the candidate or the Committee.~~

11.04.7 ~~6~~ *Language unchanged.*

11.04.87 Teaching faculty 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. Candidates who are unsuccessful in their final year of their probation period may be granted a one year extension of their contracts in the event their tenure applications are denied with employment terminated at the end of the year.

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. **Non-teaching faculty will also be assessed on the basis of the duties detailed in the job description for the role.**

Candidates will meet with their Dean or Administrative Supervisor at the commencement of their probation period, or sufficiently in advance of a promotion application, to ensure clarity of expectations and to jointly design a development plan as appropriate.

11.06 Documentation Required for Tenure or Promotion Review

11.06.1 *Language unchanged.*

11.06.2 *Language unchanged*

11.07 Confidentiality and Conflict of Interest or Bias

Language unchanged.

11.07.1 *Language unchanged.*

11.07.2 *Language unchanged.*

11.07.3 *Language unchanged.*

11.08 The Appeal Process

11.08.1 *Language unchanged.*

11.08.2 *Language unchanged.*

11.08.3 The Appeal Committee - *unchanged*

11.08.4 The Tenure and Promotion Appeal Process

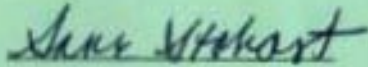
Language unchanged.

11.08.5 The candidate may attend the meeting of the Appeal Committee, for the purposes of clarification of information at the request of either the candidate or the Committee. The candidate will not be in attendance for Committee deliberations and decision-making.

Emily Carr University of Art & Design Faculty Association FPSE Local-22
Without Prejudice - E&OE
Collective Bargaining – Renewal of 2010 – 2014 Agreement
June 9, 2015

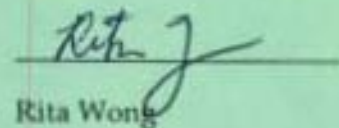
Renumber accordingly.

On behalf of Emily Carr University:



Anne Stobart

On behalf of ECUADFA:



Rita Wong

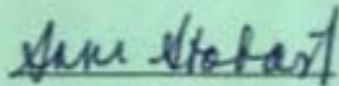
AGREED PROPOSALS

APPENDIX II

PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE

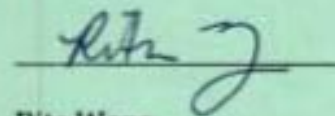
Renew LOU

On behalf of Emily Carr University:



Anne Stobart

On behalf of ECUADFA:



Rita Wong

AGREED PROPOSALS

ARTICLE 30 – GRIEVANCE PROCEDURE

30.01.5 Expedited Arbitration

As an alternative to arbitration as outlined in Article 31, the Parties may agree to expedited arbitration as provided for in the Labour Code of British Columbia at which time the provisions of the Labour Code shall take effect.

ARTICLE 31 – ARBITRATION PROCEDURES

(Moved from Appendix XIV, Letter of Understanding on Expedited Arbitration)

31.01 Expedited Arbitration

31.01.1. Where a difference arises 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.

31.01.2. 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 (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 (a) above may be placed into the expedited arbitration process.

31.01.3. Expedited Arbitrators

The employer and the union shall, by mutual agreement, select an arbitrator who is available to hear the grievance within ~~ten (10)~~ thirty (30) days of appointment.

31.01.4 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.

31.01.5. 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.

31.01.6. 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.

31.01.7. 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.

31.01.8 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.

31.01.9. 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, to the extent possible.

31.01.10. 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.

31.01.11. 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 University or at the offices of the union where possible to minimize costs.

31.01.12. Authority or Arbitrator

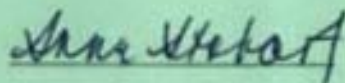
The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

Rest of article renumbered accordingly, language unchanged.

APPENDIX XIV

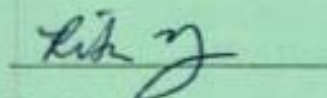
**LETTER OF UNDERSTANDING
SCHEDULE 1 – EXPEDITED ARBITRATION**

On behalf of Emily Carr University:



Anne Stobart

On behalf of ECUADFA:



Rita Wong

Emily Carr University
Without prejudice E & OE
June 5 2015

Agreed Proposal

Create separate article with existing language and re-number all subsequent articles accordingly

4.04 Article 5 – Joint Consultation Committee

At the request of either Party, the Joint Consultation Committee shall consult during the term of this Agreement for the purpose of discussing issues relating to the workplace (other than grievances or complaints under statutes) that affect the Parties or any Faculty Member bound by this Agreement.

5.01.1 Composition of Committee

The Joint Consultation Committee shall consist of up to three (3) members each from the University and the Faculty Association. The three members of the University shall include the Vice President Academic and the Vice President Finance and Administration. The three members of the Faculty Association shall include the President and the Vice President of the Faculty Association. Either party may call upon additional persons, as required, provided the other party is provided with at least two (2) business days notice.

5.01.2 Purpose of Committee

The purpose of the Joint Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy that affect the University, to foster understanding between the University and the Faculty Association, to foster the development of work-related skills, and to promote workplace productivity. The Committee shall meet at least once every two months for the purpose of discussing issues relating to the workplace that affect the Parties or any Faculty Member bound by this Agreement. In exceptional circumstances the Committee shall meet at the request of either party.

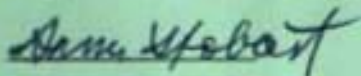
5.01.3 Operation

The Joint Consultation Committee shall meet at a time, date and location mutually agreeable to the Parties.

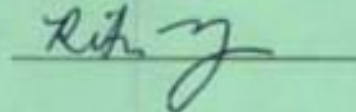
The Party requesting a meeting shall inform the other Party of the reason for the meeting at the time of making the request. Additional proposed agenda items shall be mutually agreed upon.

A quorum shall consist of one member from each Party

For Emily University



For the Faculty Association:



Emily Carr University
Without Prejudice E & EO
June 5th 2015

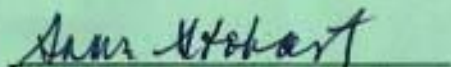
Agreed Proposal

ARTICLE 2 – APPLICABILITY OF THE COLLECTIVE AGREEMENT

- 2.04 If any articles of this Agreement or part thereof is declared invalid or altered by legislation, the Parties will negotiate a mutually agreeable provision to be substituted for the provision so rendered invalid or altered. The remainder of this Agreement shall remain in full force and effect for its term.
- 2.05 The Parties agree to comply with the provisions of the Human Rights Code and agree that any alleged violations of the Act can be grieved pursuant to this Agreement.
- 2.06 In this Agreement, unless the context otherwise requires, words importing a male person shall include a female person and vice versa, and words used in the singular shall be constructed as meaning the plural if the facts or context so require.

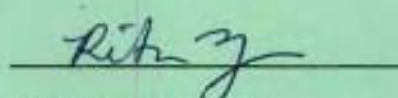
NB – moving 43.01, 43.02 and 44.01 to Article 2

For Emily Carr University:



Anne Stobart, Director HR

For the Faculty Association:



Rita Wong, President

AGREED PROPOSALS

ARTICLE 27 – HEALTH AND SAFETY

ARTICLE 27 – HEALTH AND SAFETY

27.01 *Language unchanged.*

27.02 It is agreed that the maintenance of a safe, non-hazardous and sanitary environment requires the cooperation and contribution of every Faculty Member and of the University. Accordingly, Faculty Members are obligated to fully comply with any and all reasonable rules of conduct established by the University.

27.02.1 Pursuant to Division 4 of the Workers Compensation Act, the University and Faculty Association agree to shall maintain an Occupational Health and Safety Committee to which includes at least one representative from selected by the Faculty Association. The Faculty Association agrees to support the University in obtaining representatives to serve on the committee. Participation on this committee shall be without loss of pay and shall be considered service to the University.

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

27.02.3 Every Faculty Member is obligated to report at the first possible opportunity any injury or accident and / or any unsafe, hazardous, violent, or unsanitary condition which might result in an injury or accident, to **First Aid personnel and to their immediate supervisor.** ~~the President of the University or to the University Facilities Manager and, in addition, is obligated at the first possible opportunity to file an immediate written report of the injury or accident or the unsafe, hazardous, violent, or unsanitary condition with the chairperson co-chairs of the Occupational Health and Safety Committee.~~

27.02.4 ~~Provided the Faculty Member reports the injury or accident or the unsafe, hazardous, violent, or unsanitary condition in accordance with 27.02.3 above, the Faculty Member shall not be disciplined or suffer any loss of wages for a refusal to work until either a member of the Occupational Health and Safety Committee, or a person designated to investigate the complaint by the said committee, or a safety officer from the Workers' Compensation Board advises that the situation complained of does not constitute an unsafe, hazardous,~~

~~violent, or unsanitary condition. In such cases, the University reserves the right to direct the Faculty Member to carry on responsibilities in another safe and non-hazardous area, provided that the Faculty Member can do so in a reasonable manner.~~

27.02.4 The Occupational Health and Safety Committee shall be notified of each accident or injury and shall may investigate and make recommendations as appropriate. Recommendations will be reported to the relevant personnel and supervisor, and report to the Faculty Association and President of the University on the nature and cause of the accident.

27.02.5 Faculty members have the right to refuse to perform work they reasonably consider to be unsafe. The faculty member must report the unsafe condition to his or her Dean or to the appropriate person in Administration. No faculty member shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties he or she reasonably considered to be unsafe. Resolution procedures will be in accordance with WCB.

27.03 Language unchanged.

27.04 Training

Faculty Association representatives to the Occupational Health and Safety Committee are entitled to ~~an~~ paid training time in accordance with the Workers Compensation Act and subject to operational requirements.

Anne Stewart

Rob Wy

May 22nd/15

May 22, 2015

AGREED PROPOSALS

Housekeeping

ARTICLE 3 – ASSOCIATION MEMBERSHIP AND DUES

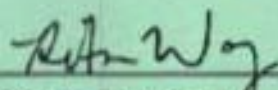
- 3.04 Within thirty calendar days following ratification of this Agreement, the Association will provide written notice to the University's Vice President, Finance and Administration, of the amount of monthly dues to be deducted. It is also agreed that the Association's Treasurer shall provide the University with at least thirty (30) days' notice, in writing, of any proposed changes to the specified monthly dues, with the understanding that such changes shall not occur more than twice in any contract year.

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



Rita Wong, President

AGREED PROPOSALS

ARTICLE 4 - JOINT CONSULTATION COMMITTEE

4.04.1 Composition of Committee

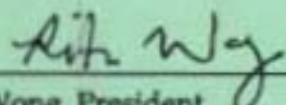
The Joint Consultation Committee shall consist of up to three (3) members each from the University and the Faculty Association. The three members of the University shall include the Vice President Academic and the Vice President Finance and Administration. The three members of the Faculty Association shall include the President and the Vice President of the Faculty Association. Either party may call upon additional persons, as required, provided the other party is provided with at least two (2) business days' notice.

For Emily Carr University:

For the Faculty Association:



Anne Stobart, Director, Human Resources



Rita Wong, President

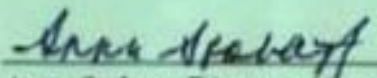
AGREED PROPOSALS

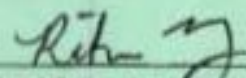
11.06.2 The candidate shall provide the following documentation components:

- a complete, current curriculum vitae;
- an artist statement or equivalent statement about scholarly work/research; or professional practice and research specific to non-teaching discipline;
- 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; or statement of professionalism and service philosophy specific to non-teaching discipline;
- documentation of personal work, published articles or work and exhibitions, catalogues, along with any additional documentation which may be applicable, including student work.

For Emily Carr University:

For the Faculty Association:


Anne Stobart, Director, Human Resources


Rita Wong, President
April 14, 2015

AGREED PROPOSALS

13.04 Administrative Responsibilities

Administrative responsibilities include:

- ~~course outline preparation for each course assignment;~~
- ~~program and~~ University planning;
- committee participation;
- student assessments;
- student intake interviews and portfolio reviews; and
- other responsibilities which may be assigned by the Vice President Academic or the relevant Dean.

Faculty Members shall be responsible for developing course outlines consistent with University policy and for distributing course outlines to students at the commencement of classes as described in Article 12.03.5.

For Emily Carr University:

Anne Stobart

Anne Stobart, Director, Human Resources

For the Faculty Association:

Rita Wong

Rita Wong, President

April 14, 2015

AGREED PROPOSALS

~~ARTICLE 1 - JOINT CONSULTATION COMMITTEE~~ AB.
RW

14.11 Cancellation Fees for Non-Regular Faculty

The University may terminate the individual contract of a Non-Regular Faculty Member. However, the University shall endeavour to give as much advance notice as possible if terminating a contract.

- a. If a contract is terminated after 1 August but before the beginning of term, the University will pay the Faculty Member two (2) weeks' salary in lieu of notice.
- b. If a contract is terminated during the first three (3) weeks of the term because of insufficient student enrolment, the University will pay three (3) weeks' salary in lieu of notice to the Faculty Member to compensate for preparation time, in addition to normal compensation for classes and duties completed at the time the contract is terminated.

For Emily Carr University:

Anne Stobart
Anne Stobart, Director, Human Resources

April 14/15

For the Faculty Association:

Rita Wong
Rita Wong, President

April 14, 2015

AGREED PROPOSALS

ARTICLE 15 – GENERAL HOLIDAYS

15.01 Faculty Members shall receive the following Statutory Holidays:

New Year's Day	1 January
Family Day	
Good Friday	
Easter Monday	
Victoria Day	
Canada Day	1 July
BC Day	
Labour Day	
Thanksgiving Day	
Remembrance Day	11 November
Christmas Day	25 December
Boxing Day	26 December

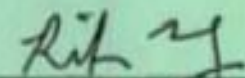
Any additional Statutory Holidays proclaimed by the Province of British Columbia shall also be observed.

For Emily Carr University:

For the Faculty Association:



Anne Stobart, Director, Human Resources



Rita Wong, President

AGREED PROPOSALS

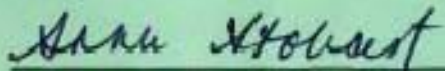
ARTICLE 29 – DISCIPLINE, SUSPENSION AND DISMISSAL

29.02 Suspension

In accordance with Section 60(1) of The University Act, the University President may suspend a Faculty Member for just and reasonable cause. The reasons for which a suspension may be made include, but are not limited to:

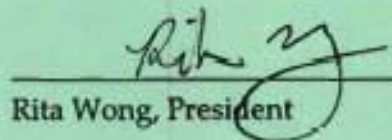
- repeated or gross misconduct;
- neglect of duty;
- refusal or neglect to obey a lawful order of the University;
- being charged with a criminal offence and where the circumstances thereby created render it inadvisable for the continuance of duties;
- willful or repeated disregard of established University policies and procedures;
- personal behaviour that is unacceptable and will bring disrepute upon, or is detrimental to, the University;
- unsatisfactory service;

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



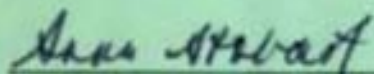
Rita Wong, President

AGREED PROPOSALS

ARTICLE 33 – VOLUNTARY RESIGNATIONS AND RETIREMENTS

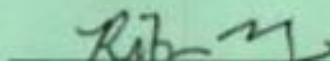
- 33.01 A Regular or Probationary Faculty Member may resign by giving four months' notice, in writing for Teaching Faculty Members, and one month notice in writing for Non-Teaching Faculty Members, to the President of the University, with a copy to the Faculty Association.

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



Rita Wong, President

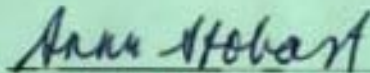
AGREED PROPOSALS

APPENDIX VI

LETTER OF UNDERSTANDING FACULTY MEMBERS AND NON-BARGAINING UNIT POSITIONS

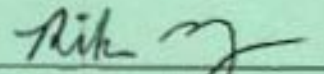
Renew LOU

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



Rita Wong, President

April 14, 2015

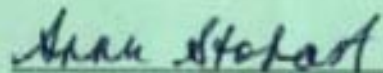
AGREED PROPOSALS

APPENDIX VIII

LETTER OF UNDERSTANDING EMPLOYMENT EQUITY

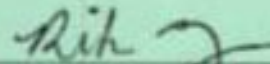
Renew LOU

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



Rita Wong, President

April 14, 2015

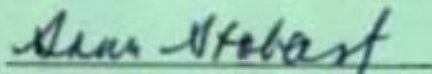
AGREED PROPOSALS

APPENDIX X

LETTER OF UNDERSTANDING CREATION OF REGULAR POSITIONS

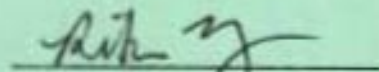
Renew LOU

For Emily Carr University:



Anne Stobart, Director, Human Resources

For the Faculty Association:



Rita Wong, President

April 14, 2015

AGREED PROPOSALS

12.04.3

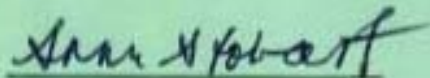
Add new article:

Coordinator, Writing Centre

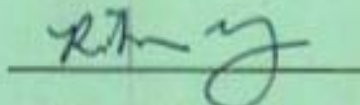
The Coordinator, Writing Centre is responsible for the overall leadership and direction of the Writing Centre. This position is also directly engaged in the instructional activities of the Writing Centre, including one-on-one tutoring and the development of workshops each semester. The Coordinator works closely with faculty instructors, student teaching assistants, student services staff, administration, and individual undergraduate and graduate students to maintain a network of support and advancement in areas of writing and critical rhetorical practice.

For Emily Carr University:

For the Faculty Association:



Anne Stobart, Director, HR



Rita Wong, President

AGREED PROPOSALS

APPENDIX II

PLACEMENT OF NEW PROBATIONARY FACULTY ON THE SALARY SCALE

Renew LOU.

On behalf of Emily Carr University:

Anne Stobart

On behalf of ECUADFA:

Rita Wong