



**Douglas
College**

**COLLECTIVE AGREEMENT
BETWEEN
DOUGLAS COLLEGE
AND DOUGLAS COLLEGE FACULTY
ASSOCIATION**

APRIL 1, 2007 – MARCH 31, 2010

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A. ADMINISTRATION OF THE AGREEMENT

Article 1 — PRELIMINARY

1.1 Term of Agreement — Continuation Clause

The duration of this Agreement shall be from April 1, 2007 to March 31, 2010. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.

The operation of Section 59 (2) of the Labour Relations Code of British Columbia is specifically excluded.

1.2 Parties to Agreement

THIS AGREEMENT, entered into on March 1, 2007.

BY AND BETWEEN

DOUGLAS COLLEGE

(hereinafter referred to as "the College")

AND

DOUGLAS COLLEGE FACULTY ASSOCIATION

(hereinafter referred to as the "Association")

1.3 Definitions

(a) Academic Year

An academic year is a 12-month period commencing with the Fall Semester.

(b) Available Work

Available work consists of all work in the Department/Discipline/Program, including temporary assignments that will be done over the course of the academic year.

(c) Cause (Just Cause)

For the purposes of this Collective Agreement, cause will be defined as serious misconduct, habitual neglect of duty, incompetence, or conduct

incompatible with his/her duties or prejudicial to the employer's business or willful disobedience to the employer's orders in a matter of substance.

(d) Contract Faculty

- (i) A contract faculty member is one who does not occupy a regular faculty position as defined in Article 1.3 (j) and (m).
- (ii) Contract faculty shall receive benefits and salary as set out in Article 14.2.1 and benefits as set out in Article 15.9.

(e) Effect of College Split

Wherever this Agreement refers to service with the College, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981.

(f) Instruct/Teach

Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty duties.

(g) Overload

For the purposes of Article 14.1.6, an overload is defined as assigned faculty work in excess of a full (100%) workload.

(h) Part-time Work

Part-time work is half-time work or more up to a full workload.

(i) Probationary Regular Positions

Full-time and part-time probationary regular positions are two year probationary positions established by the College and/or the terms of this Collective Agreement. Subject to the express terms of the Collective Agreement, a probationary regular appointment is intended to lead to a regular position provided there is sufficient available work that the faculty member is qualified to instruct, and he/she has successfully completed his/her probationary evaluation.

A probationary regular faculty member is a faculty member who:

- (i) is appointed through the internal selection process; or
- (ii) has been hired to fill a position through the external selection process.

Full-time and part-time probationary regular employees have the same benefits as regular full-time and regular part-time employees unless specified otherwise in this Collective Agreement.

(j) Qualified

Qualified when used in the context of "qualified to instruct" or "qualified to teach" means that a faculty member has successfully taught the course or has otherwise satisfied the Selection Committee that he/she is qualified to instruct the course.

(k) Recall

Faculty who have been terminated as a result of an obsolescence or redundancy under Article 12.3 will retain recall rights for a period of two years from the date of termination. Such recall rights apply to a regular faculty position in a specific Department/Discipline/Program for which the terminated faculty member is qualified as defined in Article 1.3(j).

(l) Regular Half-Time Work

The term half-time work shall mean sufficient available work to employ a faculty member for a minimum of two three-credit sections or the equivalent, for two out of three semesters in an academic year.

(m) Regular Positions

Regular full-time and part-time faculty positions are established by the College and/or the terms of this Collective Agreement.

- (i) A full-time regular faculty member shall receive all benefits provided by this Collective Agreement.
- (ii) A part-time regular faculty member shall receive all benefits provided by this Collective Agreement on a prorated basis.

(n) Regular Status

Contract faculty who are selected for regularization by the Department/Discipline/Program Selection Committee, become internal candidates for appointment to a regular position if regular work becomes

available that the faculty member is qualified to teach, as determined by the Selection Committee.

(o) Right of First Refusal

Contract faculty who have successfully taught for a minimum of 0.75 FTE have the right to be offered courses that become available as contract work for which the contract instructor is qualified.

(p) Secondment

The temporary transfer of an employee for a specified period of time to or from one position to another. A secondment can also include a temporary transfer of an employee to or from another employer where the employee in question remains on the College payroll.

(q) Seniority

FTE (full-time equivalent) - FTE service shall mean all service with the College. FTE service in the Department/Discipline/Program is used in the allocation of work and in creation of regular positions.

College FTE - College FTE shall mean both regular and contract FTE service gained since first regular appointment at Douglas College. College FTE service in the Department/Discipline/Program is used in determining the order of layoff in relation to Article 12.3 (Layoff and Recall). In the event of a tie in College FTE, prior Contract FTE will be used as a tie-breaker.

Contract FTE - Contract FTE shall mean FTE service gained in a contract appointment in a Department/Discipline/Program. Contract FTE, as provided in Article 7.1.3, in the Department/Discipline/Program is used for offering of contracts to contract faculty. Contract FTE is also used as a tie breaker where more than one faculty member in a Department/Discipline/Program have identical College FTE.

Overload Contracts issued under Article 14.1.6 will not be included in FTE service. In accordance with Article 7.1.1, the maximum FTE service that may be accumulated shall be limited to one (1) FTE per year.

(r) Severance

Faculty who are terminated as a result of an obsolescence or redundancy under Article 12.3.2 and who are unable to be reassigned under Article 12.3.2(e) or who refuse a reassignment under Article 12.3.3 (a)(ii) will receive severance pay in accordance with Article 12.3.3(a).

(s) Technological Change

For the purpose of the Agreement, the term "technological change" shall mean change introduced by the College in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

(t) Temporary Work

Temporary work results from replacing a faculty member on leave, or assigned to other duties, or work that is a result of a time limited contract/project.

(u) Termination

For the purposes of this Collective Agreement, any reference to termination as it relates to employment means the cessation of employment at Douglas College. An employee who has been terminated from Douglas College loses all employment rights as provided in this Collective Agreement or otherwise.

1.4 Precedence of Agreement

In the event that there is a conflict between the contents of this Agreement and any regulations made by the College, or on behalf of the College, this Agreement shall take precedence over the said regulations.

Article 2 — UNION SECURITY

2.1 Union Recognition/Bargaining Unit Description

Except with the mutual written consent of the Association and the College, no faculty member covered by the Association's certification shall be required or permitted to make a written or oral agreement with the College or its representatives which may conflict with the terms of this Agreement.

2.2 Union Security/Faculty Association

- (a) The Association President and Vice-Presidents, in order to fulfil their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.
- (b) The Association will be allowed the use of reasonable bulletin board space and similar space in the College newspaper.

- (c) The Association will have the right to use College facilities for meeting purposes free of charge.
- (d) The College will provide the Association with office space equivalent to the existing allocation.
- (e) The Association designate will be furnished with a copy of the Agenda and other public information assembled for College Board meetings. This material will be mailed to the Association at the time of distribution to the College Board. Approved minutes of all College Board meetings will be distributed similarly.
- (f) The College shall provide the Association with a list of regular faculty members every month. The list shall include the name, address, and telephone number of the faculty member, the department, and step on scale.

As well, for each contract faculty member, the College shall provide the Association with the name, address and telephone number, section(s), discipline(s), length of contract(s) and rate of pay. This information shall be provided by the 15th day of each month for contracts signed in the previous month and may be provided in the form of copies of the contract(s) signed by each contract faculty member. Provision of these data in the form of individual contract(s) shall not constitute notice to the Association of the content of any individual contract(s) for the purposes of the grievance procedure.

- (g) The College shall provide FTE seniority service lists to the Association in accordance with Article 7.1.2.

2.3 Dues Deduction

- (a) Deduction of dues as a condition of employment will be applied to all members of the bargaining unit.
- (b) All deductions of dues shall be remitted by the College to the agent appointed by the Association not later than fifteen (15) days after the date of deduction.
- (c) The Association shall advise the College in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the College from the President of the Association. Upon the College's receipt of such notice, the changed amount shall be the amount deducted for the following month.

- (d) A faculty member shall, as a condition of employment, sign a form authorizing the College to deduct Association dues, and shall maintain such authorization for the duration of his/her employment as a faculty member. The Association may, in writing, require the College to dismiss a faculty member who refuses to provide signed authorization for dues deduction.

2.4 Union Representation (general)

This Agreement applies to those persons in the bargaining unit specified by the Certificate of the Association.

2.5 Faculty Association Business

- (a) To facilitate the operation of the Collective Agreement and employer-employee relationships, the Association will be provided quarter-time leave of absence without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The College agrees that, while the granting of leave in excess of half-time for any one individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing, to the appropriate administrator responsible and the Associate Vice President of Employee Relations as soon as possible, but no later than June 15, for Fall leaves and by November 1 for Spring leaves.
- (d) Meetings between representatives of the Association and the College shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.
- (e) Any leaves granted under this section shall count as eligible time towards full-time equivalent (FTE) service wherever such service is referred to in this Agreement.

2.6 Contracting Out

Note: Additional provisions regarding Contracting Out are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Contracting Out provisions are contained in Article 6.5 of the Common Agreement.

The College agrees that the duties and responsibilities reserved by the Agreement to the bargaining unit will not normally be performed by persons outside the bargaining unit.

The parties recognize and agree that there may be situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between parties.

For purposes of this article, the parties agree that the duties and responsibilities reserved to the bargaining unit include those of a type normally carried out by persons described in Article 1.3 (d), (i) and (m).

The Association agrees to co-operate in the development of expanded programming, and agreement to contracting out will not be unreasonably withheld where this provision would otherwise prevent the College from participating in a joint educational venture with another institution or agency.

In the event of a disagreement respecting application or alleged violation of this article, the Association may grieve, and the College may proceed with the disputed activity pending the outcome of the grievance.

2.7 Labour Disputes

- (a) Faculty covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a strike as defined in the Labour Code of British Columbia or in the Canada Labour Code.
- (b) No faculty member shall suffer loss of pay for failure to cross a picket line where the employee is apprehensive for his/her personal safety.
- (c) Failure to cross a picket line encountered in carrying out the College's business shall not be a violation of this Agreement nor shall it be grounds for disciplinary action.
- (d) Faculty should not expect to receive pay for work not performed as a result of observance of picket lines.

2.8 Third Party Labour Disputes – No Loss of Pay

In the event of picketing by a union other than the Association:

Faculty who are scheduled to teach on site, and who do not cross a picket line, will have their pay deducted for the scheduled time.

Faculty who are scheduled to teach at an off site location during a third party labour dispute, and who fulfill that teaching obligation, will suffer no loss of pay.

Faculty who are scheduled to work off site (other than teaching) during the third party labour dispute, and who fulfill that obligation will be paid – provided

they forward a memo to their Dean/Director stating they were doing college work off site during the dispute. This memo will indicate the dates during which they were performing such work. Where faculty have provided such written notification to their Dean/Director, no further notification will be required.

Article 3 — MANAGEMENT RIGHTS

3.1 Management Rights

While the College customarily delegates to appropriate faculty groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the College's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the College has the right to manage, operate and direct the working force of the College.

The College agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

3.2 Union - Management Relations

Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the life of this Agreement.

Article 4 — GRIEVANCE PROCEDURE AND ARBITRATION

4.1 Interpretation

Where a difference arises between the parties relating to the interpretation of this Agreement, it may be settled by means of a jointly agreed to interpretation signed by the College President and the President of the Association, or their designates.

4.1.1 Grievance Procedure

- (a) A grievance is any complaint relating to the application, operation, or alleged violation of this Agreement or any other question as to whether any matter is grievable or arbitrable.
- (b) Policy Grievance

A policy grievance may be initiated regarding any dispute involving the application, interpretation, or alleged violation of this Agreement. A policy grievance may follow the normal steps or move directly to step III. A policy grievance will be initiated within 30 (thirty) working days of the

date on which the issue giving rise to the grievance occurred or of the time when the Association could have reasonably been expected to become aware of the issue, whichever is later.

(c) Informal Grievance

A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally.

(d) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the College, the Association, or any other faculty member.

(e) If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.

(f) Formal Grievance - Step One

All formal grievances shall be initiated by the Association within twenty (20) working days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) working days of the completion of any attempt at informal resolution (including discussion at Labour-Management Relations Committee) under 4.1.1 (c), whichever date is later. A grievance shall be directed to the Administrator responsible. Within five (5) working days of receipt of a written grievance, the Administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) working days of the receipt of a written grievance, the Administrator responsible shall provide the Association with a written reply.

(g) Formal Grievance - Step Two

If the grievance is not satisfactorily resolved by 4.1.1 (f), the matter shall be referred to the appropriate Administrator who shall meet with a representative of the Association within ten (10) working days of the referral and shall reply in writing within twelve (12) working days.

(h) Formal Grievance - Step Three

If the grievance is not satisfactorily resolved by 4.1.1 (g), the matter shall be referred to the College President who shall meet with a representative of the Association within ten (10) working days of the referral and shall reply in writing within twelve (12) working days.

- (i) If a satisfactory settlement has not been reached at this point [after 4.1.1 (h)], the matter shall be dealt with by arbitration as set forth in Article 4.1.2.
- (j) If a grievance is not advanced to the next stage within fourteen (14) working days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.
- (k) Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also a policy grievance may be advanced immediately to 4.1.1 (h) at the request of either party.

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure.

4.1.2 Arbitration

Time limits specified in Article 4.1.1 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

- (a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.
- (b) Within ten (10) working days of the delivery and receipt of the reference to arbitration, the parties shall meet to select a mutually acceptable Arbitrator. In the event that the parties cannot agree upon the selection of an Arbitrator, either party or both of the parties may request the Minister of Labour to appoint an Arbitrator.
- (c) Procedure

The Arbitrator will determine his/her own procedure in accordance with the Labour Code of British Columbia, and shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the dispute or allegation and shall make every effort to render a decision within a reasonable time.

To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the

real matter in dispute and to render a decision according to equitable principles and the justice of the case.

4.2 Amending of Time Limits

The time limits fixed in this arbitration procedure may be altered by mutual consent of the parties, but the same must be confirmed in writing.

4.3 Powers of Arbitrator/Jurisdiction and Authority

- (a) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 8 of the Labour Code of British Columbia, the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement.
- (b) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
- (c) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and the reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

4.4 Expenses and Costs of Arbitration

Each party shall pay its own expenses and costs of arbitration. The remuneration and disbursements of the Arbitrator, and of stenographic and related expenses shall be divided equally between the College and the Association.

4.5 Expedited Arbitration for Layoff

This procedure applies to arbitration of any grievance involving interpretation, application or alleged violation of Article 12.3, including any question as to whether the grievance is arbitrable.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 12.3.2(e) shall be limited to determining whether a faculty member is qualified to instruct the remaining courses or to perform the remaining services in a Department/Discipline/Program in which another faculty member has been identified for a redundancy declaration.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 12.3.2(e) shall be limited to determining whether a faculty member who has been declared redundant can be reassigned on the basis of his/her qualifications to a position as described in Article 12.3.2(e)(ii). Article 4.1.2 (c) inclusive applies to this expedited procedure.

Arbitrator's List

A sole arbitrator system shall be used. A list of mutually agreed arbitrators will be developed and updated annually.

The first party to eliminate a name from the above list will be determined by a toss of a coin. The other party shall then delete a second name from the list, and the name remaining shall be the Arbitrator selected to decide the case.

Pre-Hearing Procedure

The parties shall meet within five (5) days of the referral to arbitration and select the Arbitrator in the manner set out above. Within forty-eight (48) hours following the selection, the Association shall have a Letter of Appointment delivered to the Arbitrator. That Letter shall advise the Arbitrator of the name of the faculty member involved, and advise that he/she:

- (a) has been appointed by agreement of the parties under either Article 12.3.2(d) or Article 12.3.3(a)(i);
- (b) is vested with jurisdiction over the grievance upon receipt of this Letter;
- (c) must comply with this Expedited Procedure, a copy of which will be enclosed with the Letter of Appointment;
- (d) must complete the hearings and communicate his/her decision to the parties within thirty (30) days following receipt of the Letter, and provide the parties with written reasons for his/her decision no later than sixty (60) days following receipt of the Letter;
- (e) must hold a pre-hearing meeting of counsel no later than fifteen (15) days following receipt of the Letter; and
- (f) will order the parties to provide him/her with and exchange documents known to be relevant to the Issue, a Joint Statement of Agreed Facts, and a statement of each party's position on the merits of the grievance, all within ten (10) days following his/her pre-hearing meeting of counsel.

B. OPERATIONS

Article 5 — SELECTION COMMITTEE, HIRING AND EVALUATION

5.1 Selection Committees

5.1.1 Composition and Structure

The Selection Committee shall consist of three (3) members: (a) two (2) elected by the Department/Discipline/Program; (b) the appropriate Administrator or designate. The parties will consider variations to the standard committee format when selecting for service courses or in unusual situations that may arise. The Administrator/designate will be responsible for providing institutional support.

Where the appointment is in a new discipline or program field, the Selection Committee shall be appointed by the Dean/designate after consultation with the Association.

The Selection Committee is required to participate in Non-Departmental Selections as provided in Article 5.5.3.

The Administrator/designate will be responsible for providing institutional support to the Selection Committee.

5.1.2 Election of Faculty Members to Selection Committees

- (a) All regular faculty who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Selection Committee, unless a conflict of interest is deemed to occur. The conflict of interest will be determined by the Dean/designate.
- (b) Selection Committees will be elected annually by regular faculty in the Department/Discipline/Program.
- (c) Following Selection Committee elections, the Dean will forward a list of the members of each Selection Committee for which they are responsible to Employee Relations and the Association.

5.2 Establishing New Positions

5.2.1 Establishing Qualifications and Criteria

When a new position is proposed, the qualifications and criteria for the new position will be developed by the appropriate Department/Discipline/Program Selection Committee. Prior to posting, the job description and the job advertisement will then be drawn up in consultation with the appropriate Department/Discipline/Program Selection Committee.

One of the criteria for assessing candidates shall be the relative accrued FTE service of the candidates within the Department/Discipline/Program.

5.3 Posting for New or Replacement Positions

Copies of advertisements for positions will be posted on each campus for a minimum of two (2) weeks and, where appropriate, will be publicized in "in-house" publications, including the College web site.

5.4 Responsibilities of the Selection Committee

A. Regular Faculty Selections

- (i) All applications for posted positions shall be in writing and shall be reviewed by the Selection Committee or its designate(s).
- (ii) The Selection Committee shall review all written applications with supporting materials to determine those candidates who meet the qualifications and criteria established by the Selection Committee and shall compile the interview list.
- (iii) The Selection Committee shall conduct all interviews to determine whether applicants meet the qualifications and criteria for a regular position and identify the courses applicants are qualified to teach in the Department/Discipline/Program.

B. Contract Faculty Selections

- (i) The Selection Committee shall prepare an inventory of suitable candidates. The inventory will include a rationale and recommendations regarding specific courses. This inventory list shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year. The inventory list shall be maintained by the Chair/Coordinator who will, when requested, communicate it to any interested party.
- (ii) The Selection Committee will determine the qualifications and criteria to be used in the selection and appointment of faculty by this process. Wherever possible the Selection Committee shall ensure that faculty selected through this process have the qualifications and criteria for a regular position.
- (iii) Decisions at all levels of this selection process will be based on the criteria described in the above clause.
- (iv) The Selection Committee shall review the inventory list of contract faculty, those with the Right of First Refusal and candidates for contract work, annually and shall revise, if

necessary, the selection criteria. When necessary, the process as specified above, shall recommence.

5.5 Hiring Procedure

5.5.1 Selections for Regular Faculty

A. Internal Selections for Regular Faculty from Regular Faculty

- (i) Regular faculty who apply for a regular position will be treated as internal candidates, who will be considered before an external search. If a Selection Committee determines that the internal candidate is qualified for the position and recommends appointment, the appointment will be made.
- (ii) Where there are two or more qualified regular faculty, the position shall be awarded to the faculty member with the greatest FTE service. Where there is a tie in FTE service, the lottery process in Article 6.1.2 will apply.
- (iii) Should the Dean/designate not wish to follow the Selection Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide a rationale and attempt to resolve the matter before taking action.
- (iv) Faculty hired through the internal selection process will be subject to a one year probationary period.
- (v) Internal candidates may take an unpaid leave of absence from their original position in accordance with Article 7 of the Common Agreement.

B.1 Internal Selections for Regular Faculty from Contract Faculty

- (i) The Selection Committee shall interview those contract faculty who apply, have two (2) years of FTE Service, and have been evaluated as satisfactory during their second year of FTE service in the Department/Discipline/Program.

Where a faculty member has more than three (3) years of FTE Service his/her most recent evaluation must be satisfactory.

- (ii) The Selection Committee shall assess the candidates to ensure they meet the qualifications and criteria established by the Selection Committee for a regular position.
- (iii) Where the Selection Committee determines that a candidate meets the qualifications and criteria for a regular position, he/she

will be recommended by the Selection Committee for appointment and a regular appointment shall be made when there is work of half-time or more available in the Department/Discipline/Program that the faculty member is qualified to teach. Where a faculty member has been recommended, the Dean shall appoint.

- (iv) An applicant who does not meet the qualifications and criteria for a regular ongoing position, but has two (2) years of FTE service, may be considered by the Selection Committee. Where the Selection Committee determines that he/she can be reasonably expected to meet the qualifications and criteria during the first year of the regular appointment, he/she shall be recommended and appointed to a position provided he/she is qualified for the courses he/she is required to teach. In these cases the letter of appointment shall specify the criteria and/or qualifications that must be met.

If the qualifications and criteria established in writing by the Selection Committee are not met in the first year of the two-year probationary regular appointment, the faculty member shall be terminated.

- (v) Where there are two or more qualified faculty with regular status, the position shall be awarded to the faculty member with the greatest FTE service.

B.2 Contract Faculty Applying for Regular Status for Subsequent Appointment as Regular Faculty

- (i) When a contract faculty member has two (2) years FTE service, and is evaluated as satisfactory in the second year of their FTE service, he/she may apply to his/her Department/Discipline/Program Selection Committee for regular status as defined in Article 1.3 (n).

In the event a contract faculty member is successful in obtaining regular status, and a regular faculty position becomes available in the Department/Discipline/Program where the faculty member is qualified to teach, the contract faculty member will be appointed to a regular position as defined in Article 1.3 (m). Where a faculty member with regular status has been recommended, the Dean shall appoint.

- (ii) Where there are two or more qualified faculty with regular status, the position shall be awarded to the faculty member with the greatest FTE service. Where there is a tie in FTE service, the lottery process in Article 6.1.2 will apply.

B.3 Continuing as Contract Faculty

- (i) A faculty member with two or more years of FTE service in the Department/Discipline/Program who does not apply for regular status, or who rejects a regular appointment, or applies and is rejected for regular status because he/she does not meet the qualifications and criteria established by the Selection Committee, shall be eligible to continue as a contract faculty member but shall be limited to less than half-time work.
- (ii) Exceptions to the "less than half-time" work requirement may be made due to educational requirements. These exceptions can only be made with the recommendation of the Selection Committee and the approval of the Association.

C. External Selections for Regular Faculty

- (a) Where a regular position in a Department/Discipline/Program cannot be filled through the internal selection process then the College may fill the position through the external selection process.
- (b) Where there is an external selection process, contract faculty may apply.
- (c) Upon completion of interviews, the Selection Committee shall prepare a rank ordered list of candidates who meet the qualifications and criteria, with rationale and specific recommendation to the Dean/designate.
- (d) Where two or more internal candidates are determined to be relatively equal by the Selection Committee, the candidate with the most FTE service in the Department/Discipline/Program shall be ranked higher. Where there is an FTE tie, the lottery tie breaker process in Article 6.1.2 will apply.
- (e) Should the Dean/designate not wish to follow the Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.
- (f) Faculty hired through the external selection process shall be given regular status and be subject to a two-year probationary period.
- (g) In the event that the short list is exhausted, and the College still intends to fill the position, the selection process shall recommence.

5.5.2 Selection of Contract Faculty - Offering Contracts to Existing Contract Faculty

Whenever a need arises for contract faculty, it shall be filled by one of two processes:

A. Offering Contracts to Contract Faculty with the Right of First Refusal

- (i) Persons on a contract faculty inventory list who have successfully taught for a minimum of 0.75 FTE service within a Department/Discipline/Program, have earned the right of first refusal for courses for which he/she is qualified as provided in Article 1.3 (j).
- (ii) Persons who have earned the right of first refusal shall be offered in order of FTE service, available contracts for which they are qualified. Such contracts shall be offered in writing according to the following process:

 - a. A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 5.7.1 Probation/Evaluation, has been completed and the appropriate Dean has recommended that no other contract be offered to the instructor.
 - b. If the contract faculty member with the most FTE service refuses an available contract or contracts, the contract or contract(s) shall then be offered to the faculty member with the next most FTE service in the Department/Discipline/Program. This process shall continue in decreasing order of FTE service (most to least) in the Department/Discipline/Program, until no other contract faculty with a minimum 0.75 FTE service are available.
 - c. If a contract faculty member cannot be found for an available course or courses, after following this process, the available contract or contracts may be offered to instructors with less than 0.75 of FTE service in the Department/Discipline/Program or by using the selection procedure identified in Article 5.5.2 B.

B. Selection of New Contract Faculty

Whenever a need arises for new contract faculty, the following process shall apply.

- (a) From the contract faculty inventory list compiled by the Selection Committee, the Chair/Coordinator shall designate contract section assignments in accordance with the provisions contained in Article 6 and forward these recommendations to the appropriate administrator.
- (b) The Administrator responsible shall offer a contract(s) to the designated contract instructor. In the event that the designated instructor declines the contract, the Administrator responsible shall ask the appropriate Chair/Coordinator for an alternate contract instructor.
- (c) Should the Administrator responsible not wish to follow the Chair's/Coordinator's recommendation, he/she will meet with the Chair/Coordinator, provide rationale, and attempt to resolve the matter. If agreement cannot be reached, the appropriate Vice-President shall arbitrate.
- (d) In the event that the inventory is exhausted and time does not permit this process to be followed, the Administrator responsible and the Chair/Coordinator or his/her designate shall jointly agree on the appointment. If the Chair/Coordinator or designate is not available the Administrator responsible shall make the appointment.
- (e) Where a section offered by contract to any contract instructor is cancelled and is not replaced by an equivalent contract, and a replacement contract is not offered, an instructor shall be awarded FTE service for the sole purpose of offering future contracts as if the contract had been awarded.
- (f) All contract offers will be made in writing. For scheduled classes, the College will issue contracts at least thirty (30) days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.
- (g) The contract faculty member is responsible for providing, to the Administrator responsible any changes to the address and phone number at which he/she can be contacted for contract offerings. Failure to provide the Administrator with current address and phone number will be deemed to be a refusal of contracts for the semester.
- (h) As of the dates set out in section (f) of this clause, initial written contract offers will be sent to contract faculty. Contract offers made in accordance with this paragraph must be signed and received by the

College within ten (10) days or the offers will be deemed to have been refused.

C. Loss of Seniority/Right of First Refusal (Contract Seniority/FTE)

If a contract faculty member refuses all work at the College in the Department/Discipline/Program for two consecutive semesters or does not work in the Department/Discipline/Program as a faculty member for a period of two years before the beginning of the relevant contract, except where he/she is on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 16.5 and 16.8, then the faculty member is terminated and loses any earned Right of First Refusal and all accumulated FTE service in the Department/Discipline/Program.

5.5.3 Non-Department Selection Process for Faculty, Inter-Faculty, and College-Wide Faculty Positions

The following processes will be followed in selections for positions, which are not based entirely within one department.

(a) Positions Involving More Than One Department

The Selection Committee will consist of one faculty member from each Selection Committee of the departments involved, plus the responsible administrator or designate. In the case of Student Development, the Selection Committee will consist of one faculty member from the Selection Committee of each of the disciplines involved, plus the responsible administrator or designate.

(b) Positions Involving an Entire Faculty

The Selection Committee will consist of two faculty members elected by the faculty members on the Faculty Education Committee or the Faculty Advisory Committee, plus the responsible administrator or designate. In the case of Student Development, the Selection Committee will consist of two faculty members elected by the faculty members on the Department Education Committee, plus the responsible administrator or designate.

(c) Positions Involving More Than One Faculty

The Selection Committee will consist of one faculty member elected by the faculty from each Department Education Committee or Faculty Advisory Committee, plus an administrator chosen by the College or designate.

(d) College-Wide Positions

The Selection Committee will consist of two faculty members elected by the faculty within a unit agreed upon by the Association and the College, plus one administrator chosen by the College or designate.

(e) Advisory Nature of Non-Departmental Selection Committees

The parties agree that nothing in this sub-article will be interpreted in such a manner as to confer, intentionally or unintentionally, the authority for hiring decisions to governance bodies such as the Faculty Education Committee or Faculty Advisory Committee. In accordance with Article 5 of the Collective Agreement, the parties agree that the final decision-making authority for hiring rests with the College.

5.5.4 General Conditions of Appointment

(a) Written Contracts

- (i)** All faculty employed by the College shall be offered appropriate written contracts. All contracts shall specify the rate of pay and the period of appointment, including any vacation and professional/ curriculum development time required by the terms of this Agreement.
- (ii)** Faculty members shall be given a copy of any employment notice affecting their own employment.

(b) Orientation of New Faculty

The College shall provide an orientation for all newly appointed faculty members. The orientation shall include information specific to and provided by the Association.

(c) No Full-Time Work Elsewhere for Regular Faculty

A regular faculty member shall not work as a regular employee, if he/she maintains full-time employment elsewhere.

(d) Contract Course Cancellation and Compensation

Any contract may be terminated at any time by mutual consent of the instructor and the College.

Contract instructor contracts may be rescinded at the College's discretion:

- (i)** When minimum class size is not reached, or

(ii) to provide a regular faculty member with a full load.

Such action will not be subject to the grievance procedure.

If a section offered by contract to any contract instructor is cancelled and is not replaced by an equivalent contract, the College will pay a cancellation fee of \$200 as well as the hourly rate specified per class contact hours that may have occurred.

5.6 Probation

5.6.1 Probation for Regular Faculty

- (a) All regular faculty must successfully complete two years in a probationary appointment.
- (b) The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular employee.
- (c) Where the conditions of Article 5.7.2 have been met, (with two evaluations and a remediation plan with notification to the Association), and where the applicable Selection Committee recommends no further remediation, a probationary faculty member may be terminated without cause upon the expiry of the first year of the two-year probationary period. A 'no remediation' recommendation must be based on explicit pedagogical and/or discipline considerations and occur within months eight and twelve (8-12) of a first year appointment.
- (d) A probationary faculty member may be terminated without cause upon the expiry of the two-year probationary period. A probationary faculty member may be terminated with cause during the two-year probationary period. If a faculty member is terminated during his/her probationary period, such a termination will be grievable beginning at Step 2 (4.1.1 (g)) of the grievance procedure.
- (e) If, after the final evaluation of the probationary period, the probationary faculty member is found to be satisfactory for regular employment, then subject to the terms and conditions of this Collective Agreement he/she shall be offered a regular position three months prior to the expiry of his/her probationary period.
- (f) If, after the final evaluation of the probationary period, the required levels of improvement as determined by the Administrator responsible have not been reached, the Administrator responsible shall recommend to the appropriate Vice-President that the faculty member receive no further instructional work beyond the end of his/her current probationary regular appointment. Where this occurs the faculty

member shall be advised in writing, including reasons, three (3) months prior to the end of his/her probationary period.

- (g) Where a probationary regular faculty member is laid-off he/she shall receive pro rata recognition of time worked towards his/her probationary period. However, at least one year of the probationary period must consist of continuous employment.
- (h) Where a probationary faculty member is on a leave, or sick leave/LTD for over sixty (60) days, the probationary period will be extended by the length of the leave or LTD, or until the end of a semester, whichever is greater.
- (i) Personal leaves of absence without pay will not ordinarily be granted to faculty during his/her probationary period.

5.7 Evaluation

5.7.1 Contract Faculty Evaluation

- (a) Commencing with his/her first contract, contract faculty shall receive formal evaluations in accordance with this Article.
- (b) Where a contract faculty member receives two consecutive unsatisfactory evaluations in two (2) different semesters, he/she shall be terminated at the end of his/her existing contract.
- (c) Where an evaluation has not been done, then it will be understood that a probationary or contract faculty member has received a satisfactory evaluation.

5.7.2 Regular Faculty Evaluation

A. Probationary Regular Faculty

- (a) All evaluations during the probationary period shall be as follows:
 - (i) A minimum of once per year, but
 - (ii) No more than twice per year with a minimum of sixty (60) days between and
 - (iii) The responsible Administrator will give the faculty member a written evaluation report, after consultation with the current Selection Committee.

The evaluation report shall explicitly state whether the faculty member is satisfactory or unsatisfactory.

If the faculty member is found to be unsatisfactory for regular employment then the evaluation report shall specify the deficiencies and shall make positive suggestions for each. The standards will be determined by the College.

- (b) The methods used to collect information, in consultation with the faculty member, will include the following:
 - (i) Written faculty peer evaluation
 - (ii) Written student evaluations (where applicable)
 - (iii) Written self-evaluation by the probationary faculty member
 - (iv) Other methods agreed to by the Selection Committee, and by the Administrator responsible
 - (v) Written administrator evaluation
- (c) The probationary faculty member will be allowed to read and review the Evaluation Report. The faculty member will have five working days in order to respond in writing to any errors or omissions. The Evaluation Report will then be discussed with the faculty member who will sign a copy indicating that the report has been seen. The faculty member can register agreement or disagreement with the report at this time.
- (d) Where an evaluation has not been done, then it will be understood that a probationary or contract faculty member has received a satisfactory evaluation.

B. Post Probationary Faculty Developmental Evaluation

- (a) Post probationary faculty developmental evaluation will be conducted in accordance with the terms and conditions of Letter of Understanding #18 Post Probationary Faculty Developmental Evaluation.
- (b) The primary goals of developmental evaluation are to promote reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.

5.7.3 Access to Information in the Evaluation File

Upon request, the faculty member shall receive a copy of all written evaluations.

Article 6 — REGULARIZATION: CREATION AND ALLOCATION OF FACULTY POSITIONS

6.1 Determining Workload Assignments

- (a) Prior to each semester, each Department/Discipline/Program will have ensured discussions have occurred with regular and contract faculty in order to determine needs of the Department/Discipline/Program and the preferences of faculty members with respect to scheduling and assignments.
- (b) Where a contract faculty member indicates a preference for assignment of fewer contracts than he/she would otherwise be entitled to, the faculty member will provide a written waiver to this effect to the Administrator responsible.
- (c) For Fall semester contracts, contract faculty must provide the written advice by July 1, previous, for Winter semester contracts by November 1, previous, and for Summer semester by March 1, previous.

6.1.1 Creation of Regular Positions

The Dean/designate shall determine the instructional work available for the next academic year as follows:

- (a) In November/December of each year, the Dean/designate shall review the instructional work for the current academic year and incorporate known additions and deletions, including temporary work for the next academic year.
- (b) This review shall account for instructional work already committed to as part of the ongoing workload of full-time and part-time regular faculty.
- (c) Any instructional work not committed, inclusive of known temporary work, shall be reviewed to determine the amount of work which will be available in each of two of three semesters for the next academic year.
- (d) The College shall review the summaries of the Education Plan and identified available work with the Douglas College Faculty Association representative or designate by June 1.

Criteria for Establishing and Allocating Positions:

- (i) Educational considerations will be the first criterion used in establishing a position.
- (ii) As many positions as possible will be full-time.

- (iii) In many Departments/Disciplines/Programs there are large amounts of work that can be organized in a variety of ways and take into account the demands of travel between campuses to create positions that are educationally sound.
- (iv) Deans/Directors will establish positions after consultation with Chairs and Coordinators for the Department/Discipline/Program.

Process for Establishing and Allocating Positions:

- (i) Positions required to meet specific educational requirements are identified from the work available.
- (ii) Positions in any Department/Discipline/Program are first assigned to existing regular employees (full-time and part-time).
- (iii) By order of FTE service in the Department/Discipline/Program the new regular employees are given the opportunity to choose from those available positions for which they are qualified to teach.
- (iv) In the event that two or more regular faculty have identical regular FTE service within the Department/Discipline/Program then College FTE service shall be used as a tie breaker. If a tie continues to exist it shall be decided by lot.

6.1.2 Lottery to Break Seniority Tie

The lottery will be conducted as follows: each faculty will write their own name on identical pieces of paper and place in a covered receptacle. The Associate Vice President of Employee Relations will draw one name from the receptacle and read out the name. The name of the winner will be the tie breaker. The winner of the tie breaker will be offered the available work for the coming academic year.

6.1.3 Offering of available regular work

- (a) Work identified as available work in accordance with Article 6.1.1(c) shall be offered to faculty in the Department/Discipline/Program in the following priority order, subject to scheduling requirements and faculty being qualified for the available work:
 - part-time post-probationary regular faculty in order of FTE service up to a full workload.
 - part-time probationary faculty in order of FTE service up to a full workload.

- (b) Part-time regular faculty will be initially offered additional available work by June 1. Faculty will have seven (7) calendar days to advise the College whether they accept the additional available work. Where a part-time faculty member rejects additional work for that academic year, when not on an approved leave, he/she shall not be subsequently offered available work unless he/she notifies the Administrator in writing of his/her willingness to accept additional work.
 - (c) Where a faculty member does not accept the workload, the work shall be offered to the next eligible faculty member using the process set out in 6.1.1(a) to 6.1.1(c) and 6.1.3(a) to 6.1.3(c) until the work has been offered to all qualified part-time regular faculty who are available and can be scheduled to provide the instruction.
 - (d) Where available instructional work remains after the process set out in 6.1 has been completed, then the College shall identify the remaining available work which is half-time or more and offer it in the following priority order:
 - (i) qualified post-probationary regular faculty with recall rights in order of FTE service as a regular employee in the Department/Discipline/Program.
 - (ii) qualified probationary regular faculty with recall rights in order of FTE service as a regular employee in the Department/Discipline/Program.
 - (iii) through the internal selection process.
 - (iv) through the external selection process.
- Full-time positions, as opposed to part-time positions, will be established where possible.
- (e) A faculty member may be required to provide instruction on weekends or during the Summer semester if this is where the available work, which results in his/her position being established, exists.
 - (f) A post-probationary, regular faculty member planning to retire in the following academic year may request, for the academic year preceding retirement, a part-time workload spread across three semesters. Access to this provision will be limited to one occasion per faculty member.

Where additional instructional work of half-time or more becomes available after April 1, but prior to July 1, e.g. temporary assignments, the College shall fill these positions following the process set out in 6.1.

- (g) Where additional instructional work of half-time or more becomes available after July 1 and prior to August 31, the College shall offer this work to qualified faculty with recall rights.
- (h) Except as otherwise filled through 6.1.3(a), additional instructional work that becomes, or is, available for the next academic year, after July 1, the College shall offer this work to qualified faculty who can be scheduled to do the instruction, in the following order.
 - (i) part-time post-probationary regular faculty in order of FTE service up to a full workload.
 - (ii) part-time probationary regular faculty in order of FTE service up to a full workload.
 - (iii) contract faculty.
- (i) Work awarded prior to September 1 to regular faculty under 6.1.3(h)(i) and 6.1.3(h)(ii). shall be considered as part of the established workload of a regular employee.
- (j) Work awarded to contract faculty under 6.1.3(h)(iii). shall be contract work and paid at contract rates.
- (k) Work awarded under 6.1.3(h)(i) and (ii) shall be paid at contract rates and shall not be considered as part of the established workload of a regular employee. Where this work continues for the duration of a second or third consecutive semester, then this work shall be paid at regular rates.
- (l) Nothing in this Collective Agreement prevents the College from establishing an ongoing regular position where the College determines an ongoing regular position is required.

6.1.4 Established Workload

- (a) Where a regular part-time faculty member has a workload in each of four consecutive years that exceeds his/her regular workload and the workload has not been added to his/her established workload because it was based on temporary assignments, then this work shall become part of his/her regular established workload if it has been assigned for a fourth year. Where his/her workload has exceeded the initial established workload, but not on a consistent basis, the minimum annual amount worked in the previous three academic years shall be his/her newly established workload where it is assigned at the beginning of the fourth year.

- (b) Ongoing workload becomes part of his/her established workload at the time of assignment.
- (c) Once work has become part of a faculty member's established workload, the provisions of Articles 12.3.1 and 12.3.2 shall apply where there is a reduction in this workload.

6.1.5 Douglas College Faculty Association Review of Education Plans

The Association representative or designate shall review the available work plan based on the information provided and shall confirm acceptance, or where there is disagreement, provide reasons.

Article 7 — SENIORITY

7.1.1 Calculation of Seniority

Unless otherwise stated, wherever FTE service is referred to in this agreement, it shall mean FTE service in the Department/Discipline/Program.

The maximum FTE service that may be accumulated shall be limited to one (1) FTE per year. Eight (8) months of full-time service, exclusive of vacation or professional development time, shall be equivalent to one (1) year of FTE service.

7.1.2 Seniority Lists

- (a) The College shall provide the FTE service list for the Fall semester for each Faculty by July 1.
- (b) The College shall provide the FTE service list for the Spring semester for each Faculty by November 1.
- (c) The College shall provide the FTE service list for the Summer semester for each Faculty by March 1.

7.1.3 Seniority – Contract Faculty

Contract FTE - Contract FTE shall mean FTE service gained in a contract appointment in a Department/Discipline/Program.

- (a) FTE service for the purpose of awarding contracts in the Fall semester shall include all service earned and/or contracted for and commenced as of the previous June 1.
- (b) FTE service for the purpose of awarding contracts in the Spring semester shall include all service earned and/or contracted for and commenced as of the previous October 1.

- (c) FTE service for the purpose of awarding contracts in the Summer semester shall include all service earned and/or contracted for and commenced as of the previous February 1.
- (d) Contracts which commence outside of the standard semester dates will be awarded in accordance with the nearest appropriate date as set out above.
- (e) Copies of the FTE service list shall be provided to each contract faculty member in the Department/Discipline/Program, to the appropriate Chair/Coordinator, and to the Association; the lists shall indicate which courses a faculty member is qualified to teach.

7.1.4 Seniority – Regular Faculty

As of November 1, 2002 on an annual basis, the day following the date on which grades are due for the Summer semester will become the common start date for the purpose of calculating FTE service for the subsequent academic year.

7.1.5 Secondments and Multi-discipline Teaching

Regular faculty who are working on secondment or who are engaged in teaching across disciplines will continue to accrue FTE service in the Department/Discipline/Program where they were accruing FTE service prior to taking the secondment or being assigned the cross discipline teaching assignment.

7.1.6 Accrual

Regular faculty may, upon request, accrue FTE service in the Department/Discipline/Program where the secondment or cross discipline teaching is taking place, if such a recognized discipline exists. Such requests must be made to the Dean/Director of the Department/ Discipline/Program where they wish to accrue FTE service with a copy to Employee Relations.

Article 8 — WORKING CONDITIONS

8.1 Normal Duties

- (a) The ten (10) months accountable time includes such activities as teaching, the counselling of students, curriculum and professional development and participation on a variety of educational committees.
- (b) Within the ten (10) month accountable time, all regular faculty members will normally be assured a minimum of one (1) month professional and curriculum development time.

- (c) At least one (1) month before the commencement of any period of professional development, the faculty member concerned may be requested by the College to submit to the appropriate Professional Development Committee and Administrator an outline of his/her proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Administrator.
- (d) Carryover of Curriculum and Professional Development Days

If the needs of the College demand, and if the Administrator requests him/her to do so, a faculty member may carry over a portion of his/her annual curriculum and professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the Administrator responsible. Such carryover of curriculum and professional development time shall occur with the agreement of the faculty member.
- (e) There is an inherent assumption that the duties of regular faculty members involve responsibilities beyond those expected of contract faculty.

8.2 Contact Hours

(a) Type of Instruction	Contact hours
Classroom Related	16
Music Rehearsal	16
Reality Environment	18
Music Private Lesson	24
Simulation Environments	24
Individual Learning	24
Practicum Supervision	32
Counselling	35
Research and Development	35
Library Related	35
Community Programmers	35

- (b) Work schedules within the limits contained in 8.2 (a) shall be delivered in co-operation with the Administrator responsible.

Notwithstanding the thirty-five (35) hours per week for counselling, the maximum number of scheduled (pre-planned) client appointment hours shall be twenty-four (24) hours per week.

(c)

- (i) The average teaching load is determined over an entire academic year; eighteen (18) hours of instruction per week in one semester and fourteen (14) in the other, for example, constitute an average teaching load of sixteen (16) hours for classroom related instructors.
- (ii) In exceptional circumstances a regular faculty member may request to average the teaching workload over a longer period. In these circumstances, the faculty member shall submit a plan, in writing, regarding accountable and vacation time to the appropriate Chair/Coordinator and Administrator for approval.

Notwithstanding Article 16.2.2 and 16.2.3 plans may provide for a carryover of up to forty-two (42) professional development days and eighty-four (84) vacation days.

To facilitate these situations, the distribution of work, as per Article 6.1.3, does not apply.

A copy of each approved plan will be forwarded to the Association.

- (iii) No instructor will be required to accept into a course section a number of students greater than that specified in the curriculum guidelines approved through the College Governance System.
- (d) There will be a maximum of seven (7) hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed to by the Association.
- (e) Nothing in this section is to be construed that:
 - (i) the classroom contact hours must be seven (7) hours total per day, or
 - (ii) those contact hours so stated are the total hours work expected from faculty members.

- (f) Nothing in this section will be construed in such a way as to increase the instructional work load schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is prorated.

8.2.1 Workday

- (a) No faculty member shall be required to work a day consisting of more than ten (10) hours from the beginning of the first work assignment to the end of the last work assignment without his/her consent in writing.
- (b) There shall be a minimum of twelve (12) hours between the end of a faculty member's last work assignment on one day and the start of his/her work assignment on the next day, unless he/she gives prior consent in writing.
- (c) Extended Day Meal Allowance

Faculty who are required to work extended days (more than eight (8) hours) will be entitled to an eight (\$8.00) per day meal allowance. Such allowance is subject to the approval of the Dean/Director and will be reimbursed upon receipt of an approved expense claim form that has been signed by the Dean/Director.

- (d)
 - (i) No faculty member shall be required to work on Saturday, except as established by past practice. In the event that regular and contract faculty within the pool decline Saturday work, the College will employ other contract faculty members, as selected through Article 5.5.2 who agree to Saturday employment.
 - (ii) No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
 - (iii) Notwithstanding 8.2.1(d)(i) and (ii) a faculty member may be required to provide instruction on weekends if this is where the available work which results in his/her position being established exists.
 - (iv) No contract faculty member shall be refused a contract as a result of the application of sections 8.2.1(d)(i) and 8.2.1 (d)(ii). If a contract faculty member should lose work through withholding consent under Article 8.2.1(d)(i) and 8.2.1 (d)(ii), the College shall attempt to reschedule the contract instructor's work assignment, such rescheduling to be subject to the operational requirements of the College.

8.2.2 Placement of Departments/Disciplines/Programs

Placement of a Department/Discipline/Program within this policy shall be undertaken by the Administrator responsible, in consultation with the faculty members in the Department/Discipline/Program.

8.2.3 Counsellors, Librarians & Community Programmers

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the Administrator responsible. Where Counsellors and Librarians and Community Programmers are involved in instructional modes listed in Article 8.2(a), their workload shall be prorated.

8.2.4 Student Interview Hours

Times and places on campus at which faculty will be available for student interviews shall be posted.

8.2.5 Music Instruction

(a) Rehearsal Instruction

Music rehearsals are provided in a structured pre-determined environment by an instructor who specializes in specific ensembles. The instructor prepares a large group of students for public performances. The content changes each semester. The instructor is also responsible for recruiting, auditioning, organizing and directing performances in the College and community.

The credit and rate for contract Rehearsal Instruction is based on sixteen (16) contact hours.

(b) Private Lesson Instruction

Private Lesson instruction is provided in a structured, pre-determined environment by a recognized expert in the appropriate discipline specialty. The instructor provides weekly one-to-one concentrated instruction aimed at meeting externally specified standards.

The credit and rate for contract Private Lesson Instruction is based on twenty-four (24) contact hours.

8.3 Assignment

No instructor shall be assigned more than three (3) different course preparations within his/her workload in any semester without his/her consent.

8.3.1 Assignment of Other Duties

This applies to faculty who are normally teaching but are released from teaching for the purposes of performing other duties.

Procedure:

1. The College may assign program/curriculum development or special projects to faculty and, in such cases, will provide adequate time to accomplish the agreed upon tasks.
2. The Association will be provided with details of all such time releases, including the faculty member involved, the amount of time provided, and the duties to be undertaken. A copy of such details will also be provided to Employee Relations.
3. In the case of projects that are of a duration of one semester or more, the following process will be used for assigning the work in question:
 - a. Where a faculty member has developed the program development proposal, and where the faculty member is qualified for the work in question, the work will be offered to the faculty member without posting.
 - b. Where the proposal has been developed by more than one faculty member, the faculty members, in consultation with the Dean, will determine which qualified faculty member(s) will be offered the work without posting.
 - c. Where a proposal has been developed by faculty, or by the College, and where no faculty in the Department/Discipline/Program group are qualified for the work, notice will be given to all faculty in accordance with Article 8.3.1 of the Collective Agreement, and applications from faculty invited.
4. Selection and appointment for program development projects, as identified in number 3 above, shall be in accordance with the principles of Article 5 of the Collective Agreement.
5. In the case of program development projects that do not fall within the parameters provided in number 3 above, the Administrator may make an appointment after receiving the advice of the appropriate Department/Discipline/Program group. See Article 5.1.1.

8.4 Travel

- (a) The College being a multi-campus institution, all faculty are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the College campuses or other locations where classes are scheduled:
- (i) Teaching at two (2) locations on any one day may be required.
 - (ii) A faculty member shall not be assigned to teach at more than two (2) locations in any semester without his/her consent.
- (b) For authorized travel among College campuses, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:
- the first campus reported to each day will, for the purpose of this article, be the "home" campus for that day and inter-campus mileage will accumulate from that location.
 - there will be no mileage claim allowed for travel from the last campus to home.
- (c) For authorized travel to other assigned (non-campus) work sites, mileage will be paid at the rate established by the College Expense Guidelines on the following basis:
- a "home" campus will be established for each faculty member based on the primary location of the instructional responsibilities of their program or on the campus location where the faculty member has the majority of instructional duties.
 - where authorized travel from home to an assigned (non-campus) work site is greater than travel from home to the "home" campus, the additional mileage traveled will be compensated both ways.
- (d) Faculty members who are required by the College to travel in excess of six (6) days in any calendar month for which they are entitled to receive compensation as per 8.4(a) shall be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee. It is the employee's responsibility to purchase Class 007 vehicle insurance when necessary.

8.5 General Provisions — Voluntary Workload Reduction

- (a) A faculty member with a reduced work load shall be treated the same as a regular part-time employee for the purposes of determining his/her rights and obligations under this Collective Agreement, except as amended by this article.
- (b) Benefit premiums for faculty working a reduced work load shall be prorated.
- (c) Faculty members with a reduced work load may request contract work.

8.5.1 Temporary Workload Reduction

A temporary workload reduction of one-half time or less may be requested by a regular post-probationary full-time faculty member. Faculty requesting a temporary workload reduction may do so by applying for a partial leave of absence in accordance with Article 16.7 - General Leave, Unpaid. A temporary workload reduction is for a period of time not to exceed two (2) years.

8.5.2 Permanent Workload Reduction

- (a) A regular post-probationary full-time faculty member may apply for a permanent workload reduction of one-half time or less.
- (b) All workload reduction applications shall clearly state the faculty member's responsibilities. These shall not be changed without the approval of the Department/Discipline/Program Selection Committee. Faculty members who engage in a workload reduction are expected to carry out their full share of regular faculty responsibilities on a prorated basis.
- (c) Applications for workload reduction shall be made to the Dean/Director for review and consultation with the appropriate Selection Committee.
- (d) Applications shall be reviewed to ensure that the application satisfies program and educational requirements, that there are suitably qualified replacements, and the commitment made by the participating faculty members to fulfill non-instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the Dean/Director. Should the Dean/Director not wish to follow the Selection Committee's recommendations regarding the requirements stated above, and/or as a result of Divisional or College-wide impact of making the decision, the Dean/Director will meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.

- (e) A faculty member who obtains a reduced workload shall relinquish all claim to his/her full-time position. A faculty member on a permanently reduced workload may apply in writing for an increased workload in accordance with the Collective Agreement after working two years at permanently reduced work load. The faculty member requesting an increased workload under this article will be offered work identified as available work in accordance with Article 6.1.3.

8.6 Office Space

- (a) All faculty members teaching one-half time or more shall be provided with office space on the campus where the majority of their courses are taught. Further, the College will, upon the request of a faculty member, complete Income Tax Form No. T2200 (Declaration of Employment Conditions - Office or Employment Expense).
- (b) Office space will be allocated by the Dean/Director following consultation with the affected faculty.

8.7 Parking

Faculty will be entitled to park on the Douglas College location at no charge while working on site.

8.8 College-Wide Professional Development Program

- (a) The parties agree to establish a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence are the primary professional development activities of faculty members.
- (b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.
- (c) A joint advisory committee consisting of one regular faculty member from each Department's Professional Development Committee and two administrators will make recommendations for the operation, financing and management of the Professional Development Program. In any event the College will allocate a minimum of \$3000 for the financing of the Professional Development Program.

8.8.1 Faculty/Department Professional Development Process

- (a) Each Faculty/Department/Discipline/Program shall have a Professional Development Committee consisting of the department Dean/Director, and elected members.
- (b) The elected members shall be at least three (3) in number and shall be elected at a Faculty/Department/Discipline/Program meeting to be held in May each year.
- (c) One of the elected members shall serve as Professional Development Chairperson.
- (d) One of the elected members shall serve as the Faculty/Department/Discipline/Program's representative to the Educational Leave Committee; this elected member shall serve for two (2) academic years.
- (e) The Faculty/Department/Discipline/Program committees have the responsibility of promoting, within the department/discipline; activities to enhance the academic, technical, and educational standards of the department/discipline. The College shall provide the appropriate department/discipline Professional Development Committee with copies of any reports on professional development activities funded under Article 8.8(c).
- (f) In addition, the Committee has the responsibility of drawing up guidelines for the disbursement of department professional development funds and receiving from the faculty, applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the appropriate Administrator. Disbursements shall be over the Administrator's signature, which will not be unreasonably withheld. If the Administrator does not sign the request, then the Chair of the Professional Development Committee shall be informed immediately and a reason shall be supplied. The Administrator may not expend the funds allocated in 8.8.1 (g) that have not been recommended by the Professional Development Committee.
- (g) A budget of \$500 for each full-time equivalent (FTE) faculty member, inclusive of Regular faculty, as of October 31st prior, and of Contract faculty, once each semester, shall be allocated to each Faculty/Department Professional Development Committee for the fiscal year. At the end of the fiscal year, all unspent monies shall be carried forward to the following fiscal year on a Faculty/Department basis.

- (h) Faculty have the right to individually accumulate professional development monies. All pooling of professional development monies, therefore, will be voluntary.
- (i) Once a month the College shall provide the departmental Professional Development Committee with a listing of the departmental professional development funds committed and expended.

Article 9 — PROTECTION OF EMPLOYEES

Note: Article 2 - Harassment contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010 supersedes local provisions on Harassment. Please refer to Article 2 - Harassment of the Common Agreement.

9.1 Personnel Records

- (a) All faculty shall have access to any files pertaining to them and held by any individual or office in the College, with the exception of letters of reference and interview reports in the application file.
- (b) No information will be placed in personnel files unless a copy has been furnished to the individuals concerned.
- (c) No personnel file shall contain any information pertinent to a formal complaint that has been resolved in favour of the faculty member.
- (d) Except for routine administrative access by the Employee Relations Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.
- (e) Disciplinary documents that have been placed on a faculty member's personnel file shall be removed and destroyed after 24 months provided there has not been a similar infraction. The employee and the Association will be notified in writing that the document has been removed.

9.2 Anonymous Information

- (a) The College reserves the right to investigate anonymous complaints made about faculty members where required by law.
- (b) Any such investigation will be carried out in accordance with College Policy and Collective Agreement provisions.
- (c) Before making any decision, or taking any action, the College will notify the faculty member of the substance of the complaint.

- (d) The College will disclose all information to the member upon written request, except to the extent that it is authorized or required by law to refuse such disclosure. All information will be kept separate from the employee's personnel file.
- (e) The faculty member will be provided with a reasonable opportunity to respond.
- (f) The faculty member will be notified in writing of the outcome.
- (g) If the College decides not to investigate an anonymous complaint, or after investigation decides that an anonymous complaint is without merit or that no action shall be taken, the College shall retain all information in its possession about the complaint in a sealed file, separate from the employee's personnel file. If, after a period of one year, the College has still not taken any action on the complaint, it shall destroy all record of it and inform the affected faculty member(s).
- (h) Where the College receives a written request from a faculty member for disclosure of any anonymous complaints or information which the College is holding about him or her, the College will disclose such information to the faculty member, except to the extent that it is authorized or required by law to refuse such disclosure.

9.3 Human Rights / Discrimination

- (a) With reference to the selection of faculty or to the rights, benefits or obligations of faculty, this Agreement will be administered in a manner that is fair and reasonable and without discrimination, except where such discrimination is based on bona fide occupational requirements.
- (b) Nothing in 9.3(a) shall be interpreted as prohibiting the parties from jointly agreeing to an affirmative action program.

9.4 Technological Change

9.4.1 Notice

When the College intends to introduce technological change or is considering the introduction of technological change:

- (a) the College agrees to notify the Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the College shall provide the Association with at least six (6) months' notice that a technological change is intended, with a detailed description of the change it intends

to carry out and with a disclosure of all foreseeable effects and repercussions on employees.

9.4.2 Data to be Provided

The notice and description mentioned in 9.4.1 and 9.4.2 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the College proposes to effect the changes;
- (c) the approximate number, type, and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on an employee or employees;
- (f) draft changes and additions to the Collective Agreement consequent to the technological change (see 9.4.5).

9.4.3 Notice to Employees Affected

The notice mentioned in 9.4.1 and 9.4.2 and the information specified in 9.4.2 shall also be given to the employee or employees who will be affected by the technological change.

9.4.4 Consultation

Where the College has notified the Association of its intention to introduce a technological change, the parties shall meet within thirty (30) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the College to protect the employees from any adverse effects.

9.4.5 Resulting Agreements

Agreements reached between the parties under 9.4.4 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

9.4.6 Failure to Agree

Where the parties do not reach agreement within sixty (60) days of the commencement of formal consultation under 9.4.4, and where various matters

relating to the affected employees remain unsolved, either party may refer the matter to arbitration under Article 4.1.2.

9.4.7 Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the College until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 9.4.5 or arbitration.

9.4.8 Grievances Pertaining to Technological Change

Grievances over the application, operation, or alleged violation of Article 9.4 shall commence at the level of the College President (see Article 4.1.1 (h)).

9.4.9 Reduction in Number of Regular Faculty as a Result of Technological Change

In the event of a reduction in the number of regular employees as a consequence of technological change, such reduction shall be governed by the procedures for obsolescence/redundancy set out in Article 12.3.

9.5 Copyright

Note: Provisions regarding Copyright are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Copyright provisions are contained in Article 5 of the Common Agreement and Letter of Understanding #8 of the Local Agreement.

9.6 Indemnity: Liability Insurance

The College will maintain liability insurance during the term of this Agreement, to fully indemnify employees to a maximum of \$10,000,000 against judgments arising out of actions brought against employees acting in the normal course of their employment with the College.

The College further agrees to retain counsel to defend the employee in any such action and to pay the legal costs and necessary disbursements associated with the defence.

The College agrees to inform the Association of any changes in the coverage. The College further agrees that no reductions will be made by the College in the policy's terms and fiscal limits without prior agreement of the Association. The policy referred to is that policy transmitted by letter dated February 8, 1982 to the Association.

9.7 Health and Safety

Health and Safety is governed by the Workers' Compensation Act and Regulations. The Act authorizes the creation of Joint Health and Safety Committees where numbers or conditions warrant. The Joint Committees' procedures, duties and functions, dispute resolution, etc. are defined in Part 3 Occupational Health and Safety, Division 4 Joint Committees and Worker Representatives of the Act.

Disputes arising out of this article, therefore, will not be subject to the grievance procedure but will be dealt with by the Health and Safety Committees as mandated by the Act.

9.7.1 Faculty Representatives to the College Health and Safety Committees

The Association shall appoint two (2) faculty representatives to each of the College's Health and Safety Committees as required by legislation. Joint Health and Safety Committee minutes will be posted to the College web site.

9.7.2 Compliance with WCB Regulations

The College and the Association agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of faculty.

- (a) A faculty member has the right to remove her/himself from any situation in which she/he perceives an immediate threat of violence. A faculty member has the right to remain away from the situation in question until such time as the College has taken action to resolve the situation.
- (b) A faculty member who takes action under (a) must report the fact as soon as possible, along with relevant details, to her/his Dean/Director.
- (c) Faculty must follow College Policy in reporting incidents of violence.
- (d) The College will investigate and take action as necessary.
- (e) A faculty member will have the right to have an Association representative present at any meeting or investigation called into the incident.

Article 10 — ADMINISTRATION AND GOVERNANCE

10.1 Election of Chairs

- (a) The Chair position shall be established at the discretion of the faculty in the affected Department/Discipline/Program and filled by a regular faculty member.
 - (i) Effective September 1, 1993, time release for Chairs shall be as follows and shall only apply to the Faculties of Humanities and Social Sciences; Language, Literature and Performing Arts; and Pure and Applied Sciences and Technology. One section of release time annually (one three-credit equivalent section) for each Department/Discipline with 7.0 faculty FTE, or less.
 - (ii) Two sections of release time annually (two three-credit equivalent sections) for each discipline with more than 7.0 faculty FTE, except in those disciplines where coordination time is provided. Where coordination time is provided in a discipline with more than 7.0 faculty FTE, one section of Chair release time shall be provided. Sociology/Anthropology shall be treated as one Department/Discipline.
- (b) Whenever a vacancy arises for a Chair position it shall be filled by the following process:
 - (i) All regular faculty members of the Department/Discipline/Program or closest related Department/Discipline/Program shall be eligible to vote for and be elected as Chair.
 - (ii) The Chair shall be elected for a one-year period, during the Winter semester, for the next Academic year.

Elections for Chair will occur at a meeting of faculty, which is duly constituted by the Dean/Director.

The Dean/Director will provide a written announcement of a meeting during which a Chair election will take place, at least two weeks prior to the date of the meeting.

Participation of faculty in such meetings for the purposes of elections may be facilitated by telephone or teleconference.

Chair elections will be determined by majority vote of the faculty, by either a show of hands or by ballot, as determined appropriate by the Department/Discipline/Program.

Following election, the Dean/Director will offer an appointment to the faculty member so elected and will advise the Employee Relations Department, in writing, of the name of the elected Chair and any associated time release.

- (iii) A Chair can be removed from the position by a majority vote of regular faculty present and voting at a duly called meeting of the discipline(s)/program(s).
- (iv) When a vacancy is unable to be filled by the above process, it is understood that the Administration will assume the duties normally performed by the Chair.

10.2 Selection of Coordinators

Vacancies for Coordinators will be filled in accordance with the following procedures. The Selection Committee shall establish the qualifications and criteria for the Coordinator. The Selection Committee or its designated representatives shall conduct all interviews.

(a) Internal Selection

The Selection Committee shall establish the qualifications and criteria for the Coordinator. The Selection Committee may recommend to the Dean/Director that only internal candidates will be considered. Internal candidates must have two (2) years of FTE service. Should the Dean/Director disagree with the Committee's recommendation for an internal selection process, he/she shall meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.

Where the internal selection process has been used, the Selection Committee shall prepare a rank ordered list of internal qualified candidates with rationale. When two candidates are considered relatively equal, the candidate with the most FTE service in the Department/Discipline/Program shall be ranked higher. The Dean/Director shall appoint the candidate ranked first by the Selection Committee.

(b) External Selection

Where there is an external selection process, the Selection Committee shall prepare a rank ordered list of candidates who meet the qualifications and criteria, with the rationale and specific recommendations to the Dean/Director/designate.

Where two or more candidates are determined to be relatively equal by the Selection Committee, the candidate with the most FTE service in the Department/Discipline/Program shall be ranked higher.

Should the Dean/Director/designate not wish to follow the Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.

- (c)
 - (i) A faculty member may resign from a Coordinator position without jeopardizing his/her regular position.
 - (ii) Faculty Coordinators are appointed for a minimum of one year. In the event that a faculty member elects to resign from a Coordinator position, the faculty member will provide written notice, no later than March 15, of his/her intent to resign from the Coordinator position prior to the conclusion of the current academic year, August 31.
 - (iii) Under extenuating circumstances a faculty member may resign from a Coordinator position prior to the conclusion of the term and return to his/her regular faculty position prior to the conclusion of the current academic year, provided adequate work that they are qualified to teach is available. Such arrangements are at the discretion of the Dean, however, permission to do so will not be unreasonably withheld.

10.3 Chair/Coordinator Supports

- (a) Chairs/Coordinators will continue to be supported by:
- (b) Formal training for Chairs and Coordinators, to be coordinated by Employee Relations
- (c) Generic continuing education activities specifically designed to assist them in better carrying out their duties and,
- (d) At the discretion of the Dean/Director, the provision of markers for Chairs/Coordinators.

10.4 Governance Releases

A faculty member elected to the position of Education Council Chair shall be entitled to four sections (one-half time) of release time for each complete year of office. Such entitlement shall be prorated for partial year of office.

10.5 Administrators Right to Instruct

Administrators have the right to teach at any time if needs exist and the College President agrees. This shall not operate to displace a regular faculty member.

10.6 Administrators Moving Into Faculty Positions

Administrators may, at their or the College's request, transfer to a teaching position in their field of expertise at any time if a vacancy exists, and after consultation with the appropriate Selection Committee. This transfer shall take priority over the applications of persons other than full-time instructors. Administrators assuming instructional responsibilities will be governed by Article 5.6.1 for all instructional activities.

10.7 Selection of Administrators

Whenever a vacancy arises for the following positions: President, Vice-Presidents, Deans, Directors, or other similar excluded administrative positions that may be created, the Association shall have the right to appoint to any committee established to fill the position, members equal to the number of members appointed by the College which will appoint at least one member. This clause does not apply to those administrative positions that do not have faculty reporting to them.

10.7.1 Selection Process for Administrator Selections

(a) Purposes

- (i) to define when Selection Advisory Committees, that include faculty, must be established for the purpose of filling vacant administrative positions; and
- (ii) to establish guidelines for such selections.

(b) Scope and Authority

- (i) This article applies to selections for Vice Presidents, Deans and Directors or other similar excluded administrators, with the exception of the President, who have faculty reporting to them as provided in Article 10.7 above.
- (ii) The Association has the right to appoint to any committee established to fill a vacancy for such a position, members equal to the number of members appointed by the College, which must appoint at least one member.

- (iii) Deans Positions (Term) will also be done in accordance with Letter of Understanding #9.
- (iv) In all cases the Selection Committee's authority, in accordance with this article is one of recommendation.

(c) Selection Committee Establishment

- (i) When an administrative vacancy occurs, the administrator responsible for supervising the vacant administrative position will notify the Association that a Selection Committee is to be established. The College will appoint one or more voting members to that Committee.
- (ii) The Association will appoint an equal number of voting faculty representatives. The faculty representatives will normally be drawn from the area the successful candidate will be assigned to.
- (iii) The administrator will chair the meetings of the Selection Committee in an ex officio capacity, i.e., without a vote. The administrator will facilitate and administer the proceedings and ensure that due process is followed and conflicts of interest are avoided. Due process shall mean that the selection process is not conducted in a manner that is arbitrary, discriminatory or in bad faith.
- (iv) By mutual agreement between the College and the Association, the Selection Committee may include one or more support staff representative(s), with voice but no vote.
- (v) All Selection Committee business will be done on an inclusive, collaborative basis. All significant decisions and work will be done within the context of the Committee, unless mutually agreed to by the Selection Committee.

(d) Temporary Vacancies

- (i) Temporary vacancies that are expected to be four months or less in duration will be filled by the College by appointment, with notification to the Association.
- (ii) For temporary appointments that are expected to be greater than four months but less than twelve (12) months in duration, the following process will apply:
- (iii) The College will notify the members of the Labour Management Relations Committee (LMRC) of the temporary vacancy and the anticipated length of the appointment;

- (iv) The LMRC will determine whether the position will be posted and a Selection Committee established under this article; and
- (v) Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for his/her decision.
- (vi) Where a temporary appointment extends beyond its expected termination date, the decision as to whether the vacancy will be posted and a Selection Committee established under this article will be referred to the LMRC. Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for his/her decision.

(e) Permanent Vacancies

- (i) Where a permanent vacancy exists, or where a temporary appointment is expected to be more than (12) months in duration, the College shall establish a Selection Committee in accordance with this article. This includes vacancies previously filled on a temporary basis, whether or not a Selection Committee participated in the filling of such a vacancy.
- (ii) Realignment of duties does not create a vacancy. This includes situations where administrative positions are reclassified.
- (iii) The College cannot assign an employee to a vacant administrative position where this position is identified by a wholly new or substantively different job description, without filling the vacancy in accordance with these procedures.
- (iv) Any dispute arising under this section shall be referred to the LMRC. Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for his/her decision.

(f) Selection Committee Functions

- (i) The Selection Committee will begin by defining the qualifications and criteria required for the position. The committee will determine appropriate evidence, definitions and measurements for such qualifications and criteria.

- (ii) The Selection Committee will establish in writing:
 - a. the minimum qualifications which must be met for a candidate to qualify for consideration; and
 - b. the threshold a candidate must meet to be advanced to a final interview; and
 - c. how the selection criteria will be used for rank ordering of candidates.
 - d. These may be revised by agreement of the Committee.
- (iii) Once the qualifications and criteria have been developed, the position will be posted. The method(s) of posting will be determined by the administrator, in accordance with the College's Excluded Working Conditions document and posting/advertising procedures, and with the advice of the Selection Committee.
- (iv) The Selection Committee will review all applications and select candidates for an initial interview. Selections for interview will be done jointly according to agreed methods of evaluating, prioritizing and weighting qualifications and criteria.
- (v) Additional tasks, such as reference checks, will be done by standard, professional practices. Reference checks will normally be done by the administrator. A standard reference check report will be provided to the Committee. A professional recruitment agency may be used for some of these tasks.
- (vi) In rare and extenuating circumstances, where the Administrative and Faculty representatives cannot agree on the inclusion of a candidate for the interview process, the chair will determine whether or not to include the candidate. The chair will provide written reasons to the committee.
- (vii) For permanent vacancies, a two interview process will normally be used, followed by a public presentation to the appropriate College community. All interviews and presentations will follow a standard format.
- (viii) The Selection Committee will make a recommendation by consensus. Where consensus is not possible, a vote will be taken. A majority of the Selection Committee must agree for a recommendation to go forward. The recommendation will be presented with a written rationale to the appropriate administrator making the appointment.

- (ix) Where a tied vote occurs, in recognition of the recommending role of the Committee, the Committee will forward their respective positions, in writing, to the administrator. The administrator will review the submissions made by the Committee and make the final decision. The administrator will provide the final decision and reasons, in writing, to the Committee.
- (x) Where no candidate is deemed qualified for the position, the selection process will recommence.
- (xi) A candidate who is not deemed qualified shall not be appointed to the position.
- (xii) Where an internal candidate is not recommended, the Committee will state which qualifications and criteria were not met and provide rationale.
- (xiii) Internal candidates who lose an administrative position as a result of a new permanent vacancy, i.e., reorganization, are eligible to join the faculty as per local collective agreement Article 10.6.
- (xiv) Where the College believes a vacancy needs to be filled quickly, the administrator may request the Selection Committee to use a quicker process. It is understood this will only occur in very rare situations where an accelerated process is essential to College operations.

Where the Committee is unable to agree on an accelerated process, the administrator will determine the timing of the process, following consultation with the Committee.

It is further understood that the administrator will attempt to resolve the dispute with the Committee, including calling an additional, special purpose meeting of the Committee to attempt to reach a resolution. The responsible administrator will put in writing the reasons for impasse and their decision.

(g) Selection Committee Procedures

- (i) Members appointed to the Selection Committee must be able to attend a majority of the Committee's meeting and all interviews. If a proposed member is unable to fulfill this obligation, she/he will decline or resign the appointment and the College or the Association will appoint a new member to the Selection Committee.

- (ii) At the start of the selection process, the administrator will notify the Selection Committee of the date by which the Committee is expected to present its recommendation or report. If the Selection Committee, by majority recommendation, believes that it is not possible to complete its proceedings within the timelines established, it will so advise the administrator, providing rationale and a recommendation for a revised timeline. The administrator shall meet with the committee prior to making a decision to revise the time lines and show how its concerns are addressed. (i.e., provide written reasons)
- (iii) Strict confidentiality must be observed at all times. In particular, personal information submitted by candidates is protected by the Freedom of Information and Protection of Privacy Act. Members of the Committee may report to their respective appointing parties on procedural issues only, for purposes of obtaining clarification or resolving disputes.
- (iv) Committee members must respect Human Rights Code standards in evaluating candidates. An orientation from Employee Relations on Human Rights issues related to hiring is recommended.
- (v) If an actual or reasonably apprehended conflict of interest exists, the administrator will require the appointee in question to step down from the Selection Committee. The appointing party will be asked to appoint a replacement. An issue of conflict of interest may be raised by any member of the Selection Committee or any applicant for the position. The administrator will determine whether a conflict of interest exists. Douglas College Policy A02.01.01 will be used to define conflict of interest for the purposes of selection.
- (vi) All records of the Committee will be forwarded to the office of the Associate Vice President, Employee Relations, who will determine the final disposition of the records in accordance with College Policy and legal requirements. Upon request, the DCFA will be provided access to minutes of Selection Committees established under this article, subject to Freedom of Information and Protection of Privacy legislation.

Article 11 — DISCIPLINE, SUSPENSION AND DISCHARGE

11.1 Discipline

- (a) No post-probationary faculty member shall be disciplined, suspended, or discharged without just cause.

Probationary regular faculty shall not be disciplined, suspended or discharged prior to the expiry of their probationary term, except as provided in Article 5.6.1.

- (b) Where a contract faculty member or probationary regular faculty member has received an unsuccessful evaluation as per Article 5.9, he/she shall be advised of when his/her next evaluation will be. Should a contract faculty member or probationary regular faculty member receive two (2) consecutive unsuccessful evaluations, he/she shall be terminated at the end of his/her contract/appointment. In all other cases a contract faculty member or probationary regular faculty member shall not be disciplined, suspended, or discharged without just cause except, in the case of probationary regular faculty, as provided in Article 5.6.1.
- (c) The disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the disciplinary action, which shall be copied to the Association. The reasons shall normally set out the substance of the allegations against the faculty member.

11.2 General Provisions

- (a) Discipline may be of a progressive or summary character.
- (b) The Association and the faculty member will be informed of any disciplinary meeting – prior to the meeting taking place. Both the Association and the faculty member will also be informed of the nature of the discipline. This will include the reasons for the disciplinary action; any action(s) to be considered; and whether the discipline is progressive or summary.
- (c) An Association representative must be at any disciplinary meeting
- (d) Faculty have the right to appeal any suspension to the College Board, pursuant to Section 37(1) of the College and Institute Act after the grievance has been completed at Step 3.
- (e) Grievance timelines provided in Article 4.1.1 may be waived by written agreement between the College and the Association.

Article 12 — RESIGNATION, RETIREMENT, LAYOFF AND RECALL

12.1 Resignation

If four months' notice of intended termination is given by a faculty member, then either full vacation or prorated vacation (dependent upon which is appropriate) will apply. Prorated vacation shall mean vacation pay calculated on the basis of the remaining portion of the contract year of the faculty

member, using ten (10) months as a base. Otherwise the College is not obligated to pay more than 4% vacation pay.

12.2 Retirement Policy

A regular faculty member shall retire from continuous employment at the College on August 31st next following the employee's 65th birthday. A regular faculty member who retires as a result of the application of this article loses all seniority as defined in Article 1.3. A regular faculty member who retires as a result of the application of this article and who wishes to instruct as a contract faculty member as defined in Article 1.3 must advise the College in writing. Benefits will be made available to these faculty in accordance with Article 15.9 until age seventy.

12.3 Layoff and Recall

Note: Provisions regarding Labour Adjustment are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Labour Adjustment provision is contained in Article 6.4 of the Common Agreement.

12.3.1 Layoff of Regular Faculty with Less than Four (4) Calendar Years as Regular Faculty

This provision applies to regular faculty hired commencing with or subsequent to the Fall 1993 semester who have not completed his/her two year probationary appointment and two years in a post probationary regular position, at the time the faculty member's positions becomes unnecessary.

Where a probationary regular faculty member is laid off he/she shall receive pro rata recognition of time worked towards his/her probationary period. However, at least one year of the probationary period must consist of continuous employment.

12.3.1(a) Reasons For Layoff

Effective for appointments made commencing with the Fall 1993 semester, faculty who attain regular status may be laid off where there is insufficient available work of half time or more to:

- (i) continue with a two year probationary regular appointment or
- (ii) convert a probationary position to a regular appointment or
- (iii) continue a regular faculty member at half time or more workload during the first two calendar years of his/her post probationary regular appointment.

12.3.1(b) Notice of Layoff for Faculty With Less Than Four (4) Calendar Years as Regular Faculty

Where layoff occurs, the faculty member affected shall be given three (3) months written notice of the end of his/her appointment.

12.3.1(c) Reversion to Contract Status

When a faculty member has been laid off, he/she shall revert to contract status along with all accrued FTE service.

12.3.1(d) Recall

(i) Two (2) Year Recall Rights

The laid off faculty member shall have first right of recall for two (2) calendar years from the date of termination for subsequent regular assignments for which the faculty member is qualified to teach.

(ii) Exercise of Recall Rights

a. Obtaining a Qualified –To – Teach Approval

Where a faculty member is laid off, she/he will, upon request, be provided the established selection criteria, and any attached conditions, for a qualified to teach interview in a Department/Discipline/Program. Such requests will be made in writing to the Associate Vice President, Employee Relations.

Where a faculty member believes that she/he meets the criteria for selection in a Department/Discipline/Program she/he will, upon request, meet with the appropriate Selection Committee for the purposes of a qualified to teach interview. The interview will follow a standard format.

A member has the right to request that a representative of the Association be present during interviews arising out of this provision.

The faculty member will be advised, in writing, and as soon as possible following the interview, of the results of the qualified to teach interview.

b. Interviews

For the purposes of selection for regular faculty vacancies and/or qualified to teach interviews, regular faculty who have been laid off, and who have recall rights, will be treated as internal candidates.

Applications of internal candidates will be considered prior to consideration of external candidates.

Internal candidates who meet the qualified to teach criteria will be considered qualified to teach the applicable courses within the Department/Discipline/Program

Internal candidates who meet the criteria for selection will be awarded the position.

Internal candidates who have been recalled to a new Department/Discipline/Program fulfill a one (1) year probationary period. If no evaluation takes place, candidates will be considered to have successfully passed probation.

Internal candidates have the right to request that a representative of the Association be present during interviews arising out of this provision.

c. Credit of seniority toward Probationary Period

Where he/she has been in the regular position for one year or more, he/she shall be credited on a pro rata basis for time spent towards his/her probationary period.

d. Maintenance of Post Probationary Status

Where he/she has completed his/her probationary period he/she shall be a post-probationary regular employee when recalled.

(iii) Loss of Recall Rights

A probationary faculty member who refuses recall shall lose all recall rights and revert to contract status. A refusal of recall is defined as a refusal of any regular work for two consecutive semesters. He/she will not automatically be considered for future regular positions under Article 5.5.1. Refusal of work for one semester or refusal of contract work will not result in a loss of recall rights.

(iv) Loss of Seniority

As per Article 5.5.2 C, if recall is refused or if the faculty member does not work in the Department/Discipline/Program as a faculty member for a period of two years before the beginning of a new, regular appointment, except where he/she is on a pre-approved leave inclusive of maternity, paternity, and/or adoption leave, then

the faculty member loses all accumulated FTE service in the Department/Discipline/Program.

12.3.2 Layoff of Regular Faculty with Four (4) Calendar Years (or more) as Regular Faculty

For faculty who were appointed to regular positions prior to the Fall 1993 semester, or faculty hired for regular appointments on or after the Fall 1993 semester, and who have completed his/her probationary appointment and two years in a post probationary regular position, at the time the faculty member's position becomes unnecessary due to major change in curriculum or services; phase out by external decision or recommendation; technological change; a demonstrated shortage of operating funds; consistently low enrolment or changing community needs, a state of obsolescence/redundancy may be deemed to exist and Articles 12.3.2 and 12.3.3 shall apply.

12.3.2(a) Notice and Consultation

(i) Notice to Union

The College shall, as soon as possible in advance and no later than one (1) month prior to the date of notice to the affected faculty member(s), notify the Association of any pending obsolescence or redundancy. This notification shall be in writing and shall specify the reason(s) for the proposed obsolescence or redundancy.

(ii) Consultation with the Union

- a. The College shall engage in discussion and consultation with the Association on the proposed obsolescence or redundancy.
- b. The College shall give the Association an opportunity to present written submissions on the proposed obsolescence or redundancy.

(iii) Notice of Layoff for Regular Faculty with Four (4) Calendar Years (or more)

In addition to any severance pay the faculty member is entitled to, the affected faculty member(s) shall be notified in writing four (4) months in advance of any pending termination under this clause. Where insufficient working notice is provided, the College will offer pay in lieu of notice. The Association will also receive a copy of such notice.

12.3.2(b) Order of Layoff

Where it needs to be determined which specific faculty member(s) from within a Department/Discipline/Program would be affected, the decision would be made on the basis of least total College FTE as defined in Article 1.3 (g) since the starting date of the faculty member's first regular appointment.

12.3.2(c) Seniority By-Pass

- (i) Where a faculty member in a Department/Discipline/Program has been identified under Article 12.3.2 (b) and the remaining faculty members in the Department/Discipline/Program are not qualified to instruct the remaining courses or perform the remaining services in the Department/Discipline/Program, the provisions of 12.3.2 (c) shall not apply to the faculty member identified.
- (ii) In the event Article 12.3.2 (c) applies, the determination of the faculty member to be declared redundant in the Department/Discipline/Program shall recommence with the faculty member with the next to least total FTE service with the College as defined in Article 1.3 (g) since the starting date of the faculty member's first regular appointment. This process shall continue in reverse order of FTE service with the College (least to most) since the starting date of the first regular appointment contract until a faculty member's position in the Department/Discipline/Program has been identified.
- (iii) A faculty member who has been declared redundant by operation of 12.3.2 (c) (Seniority By-Pass) shall have the option of remaining as a part-time regular faculty member provided he/she can be assigned to perform a regular workload of half time or greater as defined in Article 1.3(l).
- (iv) Such a part-time regular faculty member shall be offered additional work up to and including a full workload for which he/she is qualified. Salary and benefits shall be prorated accordingly.

12.3.2(d) Disputes (Relevant Faculty/Department)

- (i) Any dispute as to the relevant Department/Discipline/Program will be referred to the Labour Management Relations Committee.

(ii) Disputes - Qualified to Instruct

- a. Should any question be raised by a faculty member of the Association as to whether a faculty member is or is not qualified to instruct the remaining courses or perform the remaining services in the Department/Discipline/Program, the question, within five (5) days of being raised, shall be referred in writing to the Labour Management Relations Committee composed of an equal number of representatives of the College and the Association.
- b. Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the College shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 4.1.1 and 4.1.2. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.
- c. Should the Association refer an issue raised under Article 12.3.2 (d)(ii) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

12.3.2(e) Reassignment

(i) Process for Reassignment

The affected faculty member(s) will first meet with the appropriate Vice President or delegate to explore alternative job possibilities.

(ii) Decision of Administrator

The Administrator, after consultation with the faculty member(s) and receipt of the relevant Department/Discipline/Program Selection Committee's advice, would determine if the affected faculty member(s), on the basis of his/her qualifications, could be reassigned. The Administrator's ruling in this regard would be subject to the grievance procedure beginning at Stage 2 (4.1.1 (g)). If the grievance is not resolved, it shall be subject to arbitration by a sole arbitrator chosen from a previously agreed upon list.

(iii) Criteria for Reassignment

For the purposes of Article 12.3.2 (e), a position would be deemed to exist if there was,

- a. a recognized vacancy for a regular position as defined in Article 1.3 (l) or

- b. sufficient on going work equivalent to his/her established workload.

(iv) Reassignment Probation

In the case of a successful reassignment to another Department/Discipline/Program the faculty member will fulfill a one (1) year probation. If no evaluation is done, the member will be considered to have passed probation successfully.

12.3.3 Joint Severance / Recall Rights

A laid off regular faculty member with four calendar years or more as a regular faculty is entitled to both severance and two years' recall.

12.3.3(a) Severance

(i) Failure of the Reassignment Process

If the affected faculty member is unable to be reassigned to one of the positions outlined in Article 12.3.2 (e), his/her employment with the College will be terminated, and he/she will receive one (1) month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

(ii) Refusal of Reassignment

Where a faculty member is eligible to be reassigned in accordance with Article 12.3.2 (e) and advises the College that he/she does not wish to exercise this option, he/she shall be entitled to one (1) month's severance pay for every full year of FTE service as a regular faculty member to a maximum of twelve (12) months' severance pay.

(iii) Repayment of Severance Upon Recall

Where a faculty member is reappointed to a regular position, after termination under Article 12.3.2. and having received severance under Articles 12.3.3(a)(i) or 12.3.3(a)(ii), prior to the expiration of the severance period, the faculty member shall refund the balance of his/her severance pay to the College.

12.3.3(b) Recall

(i) Two (2) Year Recall Rights

The laid off faculty member shall have first right of recall for two (2) calendar years from the date of termination for subsequent regular appointments for which the faculty member is qualified to teach.

(ii) Eligibility

If there is a vacancy for a regular faculty position in a specific Department/Discipline/Program, the College shall offer reappointment to those regular faculty members who have been terminated under Article 12.3.2 and who are qualified for the position. Such offers of reappointment shall be made in the reverse order of termination in the specific Department/Discipline/Program and shall be limited to two (2) years from the date of termination.

To remain eligible for reappointment under this provision, the terminated faculty must keep Employee Relations informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of recall from the College within thirty (30) days of receipt of notice.

(iii) Exercise of Recall Rights

a. Obtaining a Qualified -To -Teach Approval

Where a faculty member is laid off, she/he will, upon request, be provided the established selection criteria, and any attached conditions, for a qualified to teach interview in a Department/Discipline/Program. Such requests will be made in writing to the Associate Vice President, Employee Relations.

Where a faculty member believes that she/he meets the criteria for selection in a Department/Discipline/Program she/he will, upon request, meet with the appropriate Selection Committee for the purposes of a qualified to teach interview. The interview will follow a standard format.

A member has the right to request that a representative of the Association be present during interviews arising out of this provision.

The faculty member will be advised, in writing, and as soon as possible following the interview, of the results of the qualified-to-teach interview.

b. Interviews

For the purposes of selection for regular faculty vacancies and/or qualified to teach interviews, regular faculty who have been laid off, and who have recall rights, will be treated as internal candidates.

Applications of internal candidates will be considered prior to consideration of external candidates.

Internal candidates who meet the qualified to teach criteria will be considered qualified to teach the applicable courses within the Department/Discipline/Program.

Internal candidates who meet the criteria for selection will be awarded the position.

Internal candidates who have been recalled to a new Department/Discipline/Program will fulfill a one (1) year probationary period. If no evaluation takes place, candidates will be considered to have successfully passed probation.

Internal candidates have the right to request that a representative of the Association be present during interviews arising out of this provision.

(iv) Employment Conditions Upon Recall

If a faculty member has been recalled under this provision, his/her (new) date of appointment will be the date of his/her first contract for the purposes of Article 12.3.3(a).

Regular Faculty who are recalled to regular positions shall be placed on scale in accordance with his/her last step on scale as applied to the salary scale in effect at the time of recall.

(v) Refusal of Recall

A faculty member who rejects a recall to a regular position shall be deemed to have resigned from the College and will lose all recall rights and seniority.

Refusal of contract work by post-probationary regular faculty with recall rights will not be considered a refusal of recall for the purposes of Article 12.3.3(b)(v).

12.3.4 General Regular Faculty Provisions

(a) Right To Claim Contract Work

Post-probationary regular faculty members with recall rights will be offered contract work that they are qualified to teach prior to such contracts being offered to contract faculty. Such contracts will be offered to post-probationary regular faculty with recall rights in reverse order of lay off.

(b) Benefits

Faculty on recall may purchase benefits in advance at their own expense, from the College for the two-year recall period, with the exception of the Short Term Disability and Long Term Disability Plans.

Article 13 — GENERAL

13.1 Operating Budgets

The College Budget will be developed through an open and inclusive process which encourages the participation of faculty and fosters decentralized decision-making within fiscal and other funding restraints.

- (a) Preparation of the budget includes consultations with the Association and Faculties.
- (b) For each fiscal year, budget guidelines will be developed for use in budget decision making. These budget guidelines will be developed in consultation with the Association and will provide for review by faculty throughout the College prior to final approval by Senior Management Team and the College Board.
- (c) Faculty in the Faculty/Department/Program will be consulted for feedback with respect to any proposed changes to the Faculty/Department operating budget prior to annual approval by the Board.
- (d) Prior to submission of the final budget documents by the Administrator, the Faculty/Department/Program budget will be reviewed at a duly called meeting of the regular faculty of the appropriate Faculty/Department/Program. During such duly called meetings, faculty will have the opportunity to vote in support or non-support of the Faculty/Department/Program budget. Where a faculty group elects not to vote in support or non-support of the budget, failure to hold such a vote shall not be grievable.

- (e) Representation from the Association shall be invited to the final internal presentation of the annual proposed budget prior to submission to the College Board.
- (f) The Association shall be provided with a copy of the annual budget approved by the College Board.

13.2 Open Meetings

- (a) All scheduled meetings of the College shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Association shall be provided with a reason for such designation.
- (c) A designated member of the Association shall be provided with a copy of the agenda and minutes of all open meetings.

13.3 Cross College Meeting Times

The College timetable shall provide two three-hour time blocks per week during which no classes shall be scheduled.

13.4 Copies of Agreement

It is agreed that the College will arrange for the printing of the new Collective Agreement in house. There will be a copy provided to each existing and new faculty member.

A newly appointed faculty member shall receive a copy of the current Agreement when he/she is sent his/her initial contract or letter of appointment.

C. COMPENSATION

Article 14 — SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER COMPENSATION

14.1 Salaries

NOTE: THE REGULAR FACULTY SALARY SCALE COMPRISES BOTH THE COMMON GRID AND THE LOCALLY BARGAINED STIPEND.

STEP	Annual Salary April 1, 2007 to March 31, 2008	Annual Salary April 1, 2008 to March 31, 2009	Annual Salary April 1, 2009 to March 31, 2010
1	<u>78,729</u> <u>1,575</u> 80,304	<u>80,972</u> <u>1,619</u> 82,591	<u>83,231</u> <u>1,665</u> 84,896
2	<u>74,795</u> <u>1,496</u> 76,291	<u>76,366</u> <u>1,527</u> 77,893	<u>77,970</u> <u>1,559</u> 79,529
3	<u>69,671</u> <u>1,393</u> 71,064	<u>71,134</u> <u>1,423</u> 72,557	<u>72,628</u> <u>1,453</u> 74,081
4	<u>66,819</u> <u>1,336</u> 68,155	<u>68,223</u> <u>1,364</u> 69,587	<u>69,655</u> <u>1,393</u> 71,048
5	<u>64,372</u> <u>1,287</u> 65,659	<u>65,724</u> <u>1,314</u> 67,038	<u>67,104</u> <u>1,342</u> 68,446
6	<u>61,925</u> <u>1,239</u> 63,164	<u>63,225</u> <u>1,265</u> 64,490	<u>64,553</u> <u>1,291</u> 65,844
7	<u>59,477</u> <u>1,190</u> 60,667	<u>60,726</u> <u>1,215</u> 61,941	<u>62,002</u> <u>1,240</u> 63,242
8	<u>57,030</u> <u>1,141</u> 58,171	<u>58,228</u> <u>1,165</u> 59,393	<u>59,450</u> <u>1,189</u> 60,639
9	<u>54,583</u> <u>1,092</u> 55,675	<u>55,729</u> <u>1,115</u> 56,844	<u>56,899</u> <u>1,138</u> 58,037
10	<u>52,135</u> <u>1,043</u> 53,178	<u>53,230</u> <u>1,065</u> 54,295	<u>54,348</u> <u>1,087</u> 55,435
11	<u>49,688</u> <u>994</u> 50,682	<u>50,731</u> <u>1,015</u> 51,746	<u>51,797</u> <u>1,036</u> 52,833

* *Italicized denotes stipends*

14.1.1 Salary Rate

The annual salary for regular faculty will be prorated according to the established workload for the academic year.

14.1.2 Payment of Salaries

All faculty, regular and contract, shall be paid semi-monthly.

14.1.3 Required Statutory Deductions

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required E.I. (Employment Insurance) contributions are deducted in accordance with existing legislation.

14.1.4 Placement on Salary Scale

- (a)
 - (i) Initial placement of faculty on scale shall be determined using the common salary scale developed through provincial common table bargaining and included at Article 14.1 of the Agreement.
 - (ii) Effective April 2, 2003, in no case will this scale placement language result in scale placement on the common salary grid above Step 5.
 - (iii) Effective April 1, 2006, in no case will this scale placement language result in scale placement on the common salary grid above Step 4.
 - (iv) The following criteria shall be used to determine the step on the common grid at which any employee shall be initially placed.

One additional step for a degree at the Bachelor level

OR

Two additional steps for a Masters Degree

OR

Four additional steps for a PhD Degree.

Once placement has been determined utilizing academic credentials, then additional steps may be awarded as follows:

One (1) additional step for each year of post-secondary teaching experience

One (1) additional step for professional certification recognized by the discipline requiring additional work and study beyond that required for a degree, such as a C.A., C.G.A., CMA (RIA).

One (1) additional step for each two (2) years of teaching experience other than post-secondary to a maximum of two steps.

One (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.

If a faculty member gains an additional academic credential prior to reaching the scale bar the faculty member will be credited with the appropriate increment step, not to exceed the maximum as provided in Article 14.1.4.

Experience credited as teaching experience cannot be used for work experience.

Conventions for calculating and identifying work/educational experience and qualifications shall be in accordance with past practice.

- (b) Effective April 1, 2006 current faculty placed at Steps 11 through 5 on the common salary grid may apply for scale placement in accordance with Article 14.1.4 (a)(iii) to a maximum placement of Step 4.

NOTE: The regular increment anniversary dates for faculty will not be changed.

- (c) Advancement on the Salary Scale

Regular faculty shall move up the scale (1) step for each year of FTE service at the College as a regular faculty member.

14.1.5 Increment Date for Regular Part-time Faculty

By October 15 each year Employee Relations will notify each regular part-time faculty of their next expected increment date.

14.1.6 Overloads

Note: Additional provisions regarding Overloads are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Overload provision is contained in Article 12.5 of the Common Agreement.

1. In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time faculty member on an overload basis (e.g. reduced workload in subsequent semester, or, if not possible, paid for the extra course on an equivalent contract basis).
2. An overload is defined as bargaining unit 'instructional' work as defined in the Local collective agreement, which is assigned to a regular faculty member, and which results in a work load in excess of 100% (eight sections/courses) of a regular workload.
3. Compensation for overload work will be calculated at the rate of 1/8 (one section/course) of a regular workload, at regular faculty rates, and pro-rated where the course is greater than or less than three (3) credits.
4. In accordance with Article 12.5 of the common Agreement, a faculty member may elect compensation for overload work by taking a reduction of workload in a subsequent year that is commensurate with the amount of the overload.
5. At the time of the overload is assigned, the faculty member must elect compensation or a reduction of workload in a subsequent year. The decision of the faculty member on this issue will be final.

14.2 Secondary Scales (Contract Faculty)

14.2.1 Contract Faculty Rates

April 1, 2007 – March 31, 2008

	Contact Hours	Per Semester Credit*	Monthly Equiv.**	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>76.19</u>
Music Rehearsal	16	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>76.19</u>
Reality Environment	18	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>67.73</u>
Music Private Lesson	24	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>50.80</u>
Simulation Environment	24	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>50.80</u>
Individual Learning	24	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>50.80</u>
Practicum Supervision	32	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>38.10</u>
Counselling/Research and Development	35	<u>1760</u>	<u>5280</u>	<u>1219</u>	<u>34.83</u>
Librarian Related					
Community Programmers					

This is inclusive of vacation pay.

* Presumes standard 3-credit course

** Normal monthly maximum

April 1, 2008 – March 31, 2009***

	Contact Hours	Per Semester Credit*	Monthly Equiv.**	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>77.82</u>
Music Rehearsal	16	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>77.82</u>
Reality Environment	18	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>69.17</u>
Music Private Lesson	24	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>51.88</u>
Simulation Environment	24	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>51.88</u>
Individual Learning	24	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>51.88</u>
Practicum Supervision	32	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>38.91</u>
Counselling/Research and Development	35	<u>1797</u>	<u>5391</u>	<u>1245</u>	<u>35.58</u>
Librarian Related					
Community Programmers					

This is inclusive of vacation pay.

* Presumes standard 3-credit course

** Normal monthly maximum

*** Rates adjusted by 2.1% effective April 1, 2008

April 1, 2009 – March 31, 2010***

	Contact Hours	Per Semester Credit*	Monthly Equiv.**	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>79.44</u>
Music Rehearsal	16	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>79.44</u>
Reality Environment	18	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>70.62</u>
Music Private Lesson	24	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>52.96</u>
Simulation Environment	24	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>52.96</u>
Individual Learning	24	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>52.96</u>
Practicum Supervision	32	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>39.72</u>
Counselling/Research and Development	35	<u>1835</u>	<u>5505</u>	<u>1271</u>	<u>36.32</u>
Librarian Related					
Community Programmers					

This is inclusive of vacation pay.

* Presumes standard 3-credit course

** Normal monthly maximum

*** Rates adjusted by 2.1% effective April 1, 2009

NOTE: See 5.5.4 (d) - Contract Course Cancellation and Compensation

14.3 Other Compensation

14.3.1 Guided Study Course Contracts

- (a) A Guided Study Course contract is an agreement among three parties - the College, an instructor and a student. Regulations dealing with Guided Study are found in the College calendar. Regular and contract instructors who are not teaching a full course load during the semester may accept up to five Guided Study Course contracts during the semester. No additional fee shall be payable to the instructor under these circumstances. Contract regular faculty members who are part-time or who have a full teaching load, may accept a Guided Study Course contract or contracts according to the following payment schedule:

\$100 per credit for the first student and

\$50 per credit for each additional student.

- (b) Guided Study Course sections do not count toward part-time experience increment. Payment will not be made until a final grade, other than "I", is received by the Administrator responsible. If a student vanishes or withdraws formally before the end of the course, the instructor will receive fifty (50) percent of the fee.

14.3.2 Prior Learning Assessment Rates

Compensation for PLAR assessments will be as follows:

Portfolio - Workplace Based Assessments

- one 3 credit course \$150.00

- two 3 credit courses within the same discipline and assessment application \$275.00

- three 3 credit courses within the same discipline and assessment application \$400.00

NOTE:

Pro-rated assessment fees for 'non-standard courses' at \$50 per credit for assessments between 3-6 credits and \$45.83 for assessments between 6 - 9 credits.

Challenge Exams/Assessments

- | | |
|---|----------|
| (a) Pre-existing Format (with minor revisions to assessment tools) | \$50.00 |
| (b) Customized Format (challenge exam designed specially for individual assessment) | \$100.00 |

Article 15 — HEALTH AND WELFARE BENEFITS

Note: Additional provisions regarding Health and Welfare Benefits are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Health and Welfare Benefit provision is contained in Article 9 of the Common Agreement.

The College agrees to supply the Association with a copy of each faculty benefit plan in force.

The College shall not change benefit plan carriers or benefit plans without the agreement of the Association. Such agreement shall not be unreasonably withheld.

15.1 B.C. Medical Services Plan

The College is registered with an agency which is contracted to provide a basic medical plan for all regular and contract employees in accordance with the Medical Services Act of the province.

15.2 Extended Health Benefits

Note: Additional provisions regarding Health and Welfare Benefits are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such provisions are contained in Article 9 of the Common Agreement.

The College is registered with an agency which is contracted to provide Extended Health Benefits for all regular and contract employees.

The Extended Health Benefit includes the cost of necessary eye glasses and contact lenses. The EHB policy will pay 80% of the actual cost to a maximum reimbursement of \$500.00 over a twenty-four (24) month period.

The Extended Health Benefits shall include diabetic aids and hearing aids.

All Extended Health Benefit claims are subject to an annual \$25.00 deductible.

The monthly cost of the medical services plan is paid 100% by the College for each full-time faculty member and on a pro rata basis for all others.

15.3 Dental Plan

The College pays the entire premium of a comprehensive dental plan. The plan pays for service to the faculty member and dependents on the following basis:

- (a) 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;
- (b) 60% of major treatments such as crowns, bridges and dentures.
- (c) 50% of orthodontic treatment to a lifetime maximum of \$2,500.

The monthly cost of the dental plan is paid 100% by the College for each full-time faculty member and on a pro rata basis for all others.

15.4 E.I. Reduction Program Savings

The parties agree that any savings realized by the E.I. reduction program will accrue to the College to be applied as an offset against the total cost of providing health and welfare benefit plans pursuant to Article 15.

15.5 Group Life Insurance and Accidental Death and Dismemberment

The College provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the life insurance plan are shared equally by the College and the faculty member.

The College agrees to make available optional voluntary life insurance (maximum \$200,000) subject to the employee meeting insurance company requirements. All premiums for this optional life insurance will be paid by the employee.

15.6 Sick Leave

Note: Additional provisions regarding Disability Benefits are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Disability Benefit provision is contained in Article 9.3 of the Common Agreement.

A. Regular Faculty

A faculty member does not accumulate sick leave benefits; rather the College pays an absent member his/her full salary for an absence not exceeding thirty (30) days, reserving the right to demand a certificate from a medical practitioner who in some cases may be of the College's choice.

Any faculty member absent through illness/injury or who expects to be absent will notify the College.

Where an employee is on sick leave and returns to work and has a reoccurrence or continuance of the same or related illness or injury within a fourteen (14) day period the second period of sick leave will be considered a continuation of the first period of sick leave and benefit payments will resume immediately.

B. Contract Faculty

Where a contract faculty who meets the eligibility requirements for Health and Welfare Benefits as provided in Article 15.9 is absent through illness or injury, pay will not be deducted for a maximum of two (2) days per semester. In such events, the contract faculty must advise the Dean/designate of his/her absence and must ensure that students are informed of how to proceed with course work in the instructor's absence.

Application of this provision must not result in any increased cost to the College, except for the two (2) days of pay, including substitution and overload costs.

15.6.1 Short Term Income Protection Program

A faculty member absent more than thirty (30) days, due to illness or injury, receive benefits from the Short Term Income Protection (STIP) Plan beginning on the 31st day of illness/injury.

The STIP plan shall provide 70% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00. The STIP shall be a one hundred and forty-seven (147) day plan.

Premiums for the STIP plan shall be paid by the employer and as a result benefits are taxable.

Where an employee is on the STIP plan and returns to work and has a reoccurrence or continuance of the same or related illness or injury within a fourteen (14) day period, the second period of disability will be considered a continuation of the first period of disability and benefit payments will resume immediately.

Coverage is by means of a policy, issued by the insurance company and should be consulted for full details.

Faculty on Short term Income Protection will continue to accrue FTE service for the duration of the Short Term Income Protection Leave. Service will be considered continuous for the purposes of vacation, professional development, and increments.

15.7 Long Term Disability

Note: Additional provisions regarding Disability Benefits are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Disability Benefit provision is contained in Article 9.3 of the Common Agreement.

A faculty member absent more than one hundred and seventy-seven (177) days due to injury or illness receives benefits from the Long Term Disability Plan (LTD).

The LTD plan shall provide 60% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00.

Premiums for the LTD plan shall be paid by the Employer and as a result benefits are taxable.

The definition of gainful employment in the plan as it applies after the initial assessment period shall stipulate that gainful employment includes the provision that the income level shall be set at least 70% of pre-disability earnings indexed.

The sole purpose of this clause is to set the percentage of pre-disability earnings and is not intended to otherwise alter the terms of the plan or make it arbitrable.

Consistent with past practice, LTD recipients will continue to receive health and welfare benefits as employees for the length of time they remain on LTD after the initial assessment period.

Coverage is by means of a policy, issued by the insurance company and should be consulted for full details.

Faculty on Long Term Disability Leave will continue to accrue FTE service for the duration of the Long Term Disability Leave up to a maximum of two (2) years. Service will be considered continuous for purposes of pay in the academic year in which the faculty member returns to work.

15.8 Pension Plan Provisions (College Pension Act)

Regular faculty shall enrol in the College Pension Plan, as required by Article 10.1 of the Common Agreement. Exceptions are as described in Common Agreement Article 10.2.

Contract faculty may enrol on a pro-rated basis, and will be required, upon hire, to sign whether they wish to enrol or decline. Contract faculty are required to enrol in the College Pension Plan under certain conditions pursuant to the rules of the pension plan, which may change from time.

In the event of a contradiction between this Article and the Public Sector Pensions Plan Act and the College Pension Plan Regulations, the Act and Regulations shall apply.

15.9 Contract Faculty Benefits

Note: Additional provisions related to contract faculty benefits (pension) are contained in Article 15.8.

- (a) Contract appointments that fall under Article 1.3(d) will be eligible, upon application, for the following health and welfare benefits:

M.S.P., E.H.B., Group Life and Dental.

These premiums will be prorated when the percentage of employment equals or exceeds twenty-five percent (25%) of a full-time workload as defined by the mode of instruction in Article 8.2.

- (b) Each contract shall provide for authorization of deduction of premiums or authorization of waiver of access to the health and welfare benefits for the life of the contract.

A contract faculty member who qualifies for benefits, and has arranged for coverage under some or all of the benefit plans, shall be allowed to extend his/her coverage under the benefit plans beyond the end of his/her current contract(s).

- (c) Where a contract faculty member wishes to extend benefit coverage for a minimum of thirty (30) days, up to a maximum of one hundred thirty (130) days, he/she shall notify the employer, in writing, of his/her intent to do so a minimum of twenty-one (21) days prior to the termination of his/her existing contract(s).
- (d) Where a contract faculty member is extending their benefit coverage beyond his/her existing contract(s) for a minimum of thirty (30) days,

the employee shall pay the cost of the premiums, in advance, in accordance with procedures established by the employer. Failure to provide payment of such premiums in advance will result in the cancellation of benefits coverage.

- (e) Where a contract faculty member who is currently covered under the benefit plan(s) is in receipt of a new contract(s) that would qualify him/her for benefits, and have authorized prorated premium deductions, their existing level of benefit coverage will continue up to the date of the commencement of the new contract(s).
- (f) Where a contract faculty member is continuing benefits up to the commencement date of a new contract(s), the premiums shall be deducted from the first pay cheque received under the new contract(s).

Article 16 — LEAVE, PAID AND UNPAID

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Leave provisions are contained in Article 7 of the Common Agreement.

16.1 General Holidays

The following are designated as paid General Holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia	Day Boxing Day
Labour Day	New Year's Eve Day
New Year's Day	

and any other day proclaimed as a holiday by Federal or Provincial Government legislation.

16.2 Vacation

16.2.1 Amount

The faculty contractual year will consist of twelve (12) months of which two (2) months shall be the vacation period.

16.2.2 Scheduling

In consultation with all available regular faculty, the Administrator responsible shall determine suitable levels of operation to be maintained at varying times of the year and set guidelines for the scheduling of vacation time.

16.2.3 Carryover of Vacation Days

If the needs of the College demand and if the Administration in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the Administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.

16.2.4 Teaching Three Semesters

Where a faculty member voluntarily elects to teach in three semesters, vacation time will be scheduled intermittently throughout the academic year, taking operational requirements into account.

16.2.5 One Month Block

For faculty that have instructional responsibility regularly scheduled throughout the year, vacation schedules will include at least one, one month block.

16.3 Educational Leave

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010 as well as in the local Collective Agreement. Such Leave provisions are contained in Article 7 of the Common Agreement and Article 16 of the local Collective Agreement.

Note: Letter of Understanding 6 in the Common Agreement describes the 'Common Faculty Professional Development Fund', a second collective agreement provision by which educational leaves may be funded.

16.3.1 Definition of Educational Leave

Educational Leave is a period of paid leave enabling a regular faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable him/her to pursue educational or personal development recognized as beneficial to the College.

16.3.2 Purposes

Educational Leave may be used for any of the following:

- updating experience in business, industry, community service, etc.;
- studying in depth comparative systems and methods at different institutions;
- studies relevant to the College curriculum;
- studying new technological developments related to the instructional or administrative role of the faculty member; and
- scholarly research or other activities calculated to be of mutual benefit to the College community and the faculty member.

16.3.3 Eligibility

- (a) All regular faculty members are eligible for the two options specified in (b) and (c), provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence.

(b) **Four (4) Month Leave**

After a period of three years of full-time equivalent service a faculty member may receive four (4) months leave.

(c) **One (1) Year Leave**

After a period of five years of full-time equivalent service a faculty member may receive one year's leave.

(d) **Credit for Previous Employment or Two (2) Years Eligibility**

Faculty members who have been previously employed by the College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming contract or regular experience for minimum service requirements shall be eligible to take Educational Leave until he/she has completed two years of regular service.

(e) **Wait Period for Successful Applicants**

Successful applicants for Educational Leave will be ineligible for a further education leave for a period of two years upon return. However, ineligible candidates may apply if there are sufficient unawarded funds remaining and no other approved education leave candidates.

16.3.4 Application Procedure

Applications for leave commencing in the next fiscal year (April 1 – March 31) shall be submitted by October 15 in the following manner:

- (a) A Form and Guidelines for Educational Leave applications are available from the responsible Administrator;
- (b) Written applications are to be submitted to the Administrator responsible.
- (c) The application must include a letter of support from the applicant's Dean/Director. This letter of support will provide comment on the value of the Educational Leave to the Department/Discipline/Program and to the faculty
- (d) Other letters of support from faculty peers, external colleagues, etc., may be submitted with the application; and
- (e) The application together with the comments and recommendations will then be submitted to the Educational Leave Committee

16.3.5 Late Applications

Applications submitted after October 15 will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Educational Leave Committee and the College President.

16.3.6 Education Leave Committee

The Educational Leave Committee shall be composed of one faculty representative elected from each Faculty, and the responsible Administrator. All committee members are voting members.

The elected faculty representatives shall serve for two academic years with half of the members being elected in alternate years.

Elected faculty representatives will serve for a maximum of two consecutive terms. Faculty representatives may be elected again after a one term or two year break.

Elected faculty representatives will be members in good standing of the Douglas College Faculty Association.

The Chairperson of the Committee shall be elected by and from the Committee and shall serve for one (1) academic year. The Chairperson will be responsible to maintain the currency of the Committee's terms of reference, to chair all meetings, to ensure election of faculty representatives, and to receive the appointment of the responsible Administrator from the College President.

The Terms of Reference will include regular revision of the application and guidelines and acknowledgement that the Committee may choose to not recommend some applications – despite monies being available. The Committee's Terms of Reference will be copied to both the DCFA and the College.

16.3.7 Recommendations of the Committee

The Educational Leave Committee will consider all applications submitted by the October 15 date. The Educational Leave Committee will interview all applicants whose submissions meet the Educational Leave criteria (as per articles 16.3.1 and 16.3.2). Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

By January 15 the Committee will forward their ranked recommendations, together with their rationale for the same, to the College President. The Committee's report will state which applications it believes should be granted. A copy of the report of the Educational Leave Committee will be provided to the DCFA.

Unsuccessful candidates will be provided the opportunity to meet with the Chair of the Educational Leave Committee to receive feedback on their applications.

16.3.8 Decision of the President

By January 31 the College President will advise the applicants of his/her final decision.

16.3.9 Taking Education Leave

(a) Compensation During Education Leave

- (i) Faculty on Educational Leave shall receive 80% of the salary a faculty member would otherwise receive were he/she not on leave.
- (ii) The faculty member may receive a grant, bursary, stipend, salary or other award up to 20% of salary during the leave period.
- (iii) If a faculty member receives more than 20% of salary during the leave period, from the above sources, the College will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary.
- (iv) Traveling expenses, special allowances, or research expenses awarded under the terms of any scholarship or grant (such as a College Scholarly Activity research expenses grant) will not affect the faculty member's salary.
- (v) There is no limit to the amount of grants a faculty member may receive on leave.

(b) Salary Adjustments, Benefits and Accrual of Seniority on Educational Leave

- (i) Members of the faculty on Educational Leave will receive any salary adjustments for which they would normally be eligible.
- (ii) The College will continue its full contributions to the benefits plans outlined in Article 15 for faculty members on Educational Leave.
- (iii) Time spent on Educational Leave shall count as full-time equivalent (FTE) service for the purposes of Article 12.3.

(c) Date Variations in Taking Education Leave

Variations in the dates of Educational Leave are possible.

16.3.10 Returning from Educational Leave

(a) College Contact and Date of Return

Faculty have an obligation to maintain contact with the College throughout their leave and to confirm their date of return no later than forty (40) calendar days prior to the agreed date.

(b) **Requirements Upon Return From Educational Leave**

Faculty are required within two (2) months of returning to submit a final report to the responsible Administrator and their Department/Discipline/Program. As well, they will be expected to participate in educational activities resulting from their educational leave, such as curriculum revision/development and presentations at professional development days.

(c) **Educational Leave Debt / Cancellation**

The College's contribution towards the Educational Leave salary shall be a debt by the faculty member to the College. This debt shall be cancelled after a period of one (1) year's FTE service following a one semester leave, or two (2) year's FTE service following a one year leave. Any debt adjustment shall be in these proportions.

(d) **Rights Upon Return From Educational Leave**

Upon returning from Educational Leave, the faculty member is assured of resuming his/her previous position and duties or an equivalent position and duties, subject to the provisions of Article 12.3.

16.3.11 Funding Education Leave

The College will expend an amount equal to 0% of the regular faculty members' salary budget to pay the salaries of faculty members on educational Leave during the fiscal year.

Unexpended Educational Leave funds will be carried forward to the following fiscal year

16.3.12 Annual Fiscal Academic Year Reports

The DCFA will be notified of the dollar amount for educational leave, and of any dollar amount of unexpended funds to be carried forward, for each fiscal year.

The College shall also provide the Association with a monthly statement of the funds committed and expended for Educational Leave purposes for each academic year.

16.4 Bereavement Leave

Note: An additional provision regarding Bereavement Leave is contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Bereavement Leave provision is contained in Article 7.6 of the Common Agreement.

Leave of absence with pay will be granted to all faculty members for the following reasons:

- (a) Up to five (5) working days upon a death in the immediate family of the employee or spouse. "Immediate family" is defined as spouse, spouse equivalent, parent, child, brother, sister, grandparent, or grandchild. In the event of extenuating circumstances, the College President may grant additional leave with pay.

Spouse equivalent, for the purpose of this clause, is defined as a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least two (2) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

- (b) One-half day to attend a funeral as a pall bearer.

16.5 Maternity, Parental and Adoption Leaves

Note: Additional provisions regarding Supplemental Employment Benefit Plan for Maternity and Parental Leave are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Supplemental Benefit Plan provision is contained in Article 8.5 of the Common Agreement.

- (a) Maternity Leave
 - (i) An employee, on her written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
 - (ii) A request made under subsection (i) should be made as soon as possible, but in any event must:

be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

- (iii) Regardless of the date of commencement of the leave of absence taken under (i), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

A written notice of an earlier return date should be given in writing as soon as possible, but in any event no later than at least one (1) week before the date the employee indicates she intends to return to work, and the employee must furnish the employer with a certificate of a medical practitioner stating that the employee is able to resume work.

(b) Parental and Adoption Leave

- (i) A request made under 16.5 (b) should be made as soon as possible, but in any event at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave.

These requests will be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 16.5 (a), or a letter from the agency that placed the child providing evidence of the adoption of the child.

(c) Benefits and FTE Service

- (i) The services of an employee who is absent from work in accordance with this article shall be considered continuous for the purposes of severance pay, vacation entitlement and pay, professional development and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:

the employer pays the total cost of the plan, or

the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the employer and the employee.

16.6 Jury Duty and Court Appearance

Note: An additional provision regarding Jury Duty and Court Appearances is contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Jury Duty and Court Appearances provision is contained in Article 7.9 of the Common Agreement.

- (a) When summoned to serve on a jury, or when summoned or subpoenaed to appear in court or as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.
- (b) When a faculty member is required to appear in court in his/her own defence, he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 11.1.
- (c) A faculty member in receipt of his/her regular salary and benefits while serving at court shall reimburse to the College all monies paid to him/her by the court, except traveling and meal allowances not reimbursed by the College.

16.7 General Leave, Unpaid

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Leave provisions are contained in Article 7 of the Common Agreement.

- (a) Full or part-time leave of absence without pay may be granted at the discretion of the College.

Applications shall be made in writing to the Administrator responsible.

All applications will be dealt with promptly and will not be unreasonably denied, nor dealt with in a discriminatory manner. The reply to an application for leave will be in writing.

Leave requests from faculty who are in his/her probationary period will not ordinarily be granted.

Except in the case of leaves for short-term emergencies of thirty (30) days or less, the College may, at its discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

- (b) Where a leave approximating one (1) year in length is granted, the faculty member's contract shall be deemed to be extended from August 31st of the year of expiration stated in the contract to August 31st next following.
- (c) No salary increment is payable for a period of leave of absence without pay unless the College President, upon written request from the faculty member concerned, decides the leave is spent in activities relevant to the College curriculum. In this case the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the College President judges that the activities are not relevant to the College curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.
- (d) No benefits shall be payable by the College for an employee on leave without pay, except as provided in this Agreement. If an employee proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefits, the College shall remit these payments to ensure continuing coverage: life insurance, medical services, and dental plan, subject to the College's contract with the insurer.
- (e) The College will contribute its share of life insurance, medical and dental premiums on behalf of employees proceeding on maternity or adoption leave if the employee's contributions are remitted within fifteen (15) days of proceeding on leave, subject to the College's contract with the insurer.
- (f) For leaves of longer than two months, the faculty member, no later than two months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.
- (g) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty contract year.

16.7.1 Leave of Absence Without Pay – Contract Faculty

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Leave provisions are contained in Article 7 of the Common Agreement.

Contract instructors who are unable to fulfill the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of

Absence Without Pay for the affected portion of their contract(s), except as provided in Article 15.6.

16.7.2 Deferred Salary and Guaranteed Leave

There shall be a Deferred Salary and Guaranteed Leave Plan. The College will administer the plan. The College shall be able to administer the plan through a trustee selected by the College after consultation with the Association. The College shall be responsible for its own costs of administration. The plan shall be responsible for the costs of establishing and maintaining the plan. These costs will be made known to faculty prior to their joining the plan.

The terms of the Deferred Salary and Guaranteed Leave Plan will not be changed without the mutual agreement of the College and the Association.

Note: Also see workload reduction 8.5 (b)

16.8 Political Leave

- (a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the College for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions:
 - (i) The work of the division of the College will not suffer unduly;
 - (ii) The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;
 - (iii) The regular faculty member will pay the College's share of fringe benefit premiums.
- (b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the College.
- (c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one (1) term of political office. Such a leave of absence will be governed by the provisions of 16.7.
- (d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, premises, or with College equipment/services.

16.9 Rights Upon Return From Leave

Upon returning from leave of absence under Articles 16.4 - 16.8, the faculty member is assured of resuming his/her previous position and duties or an equivalent position and duties, subject to the provisions of Article 12.3.

APPENDIX A: THE STIPEND

1. The Stipend is a portion of existing collective agreement compensation to be applied to salary or other cost items on condition that the amount involves no new compensation or other costs. This movement of existing compensation is defined as “net zero compensation”.
2. During each round of bargaining the local parties can negotiate whether to maintain or amend the Stipend.
3. In the 2004 – 2007 local collective agreement, the parties agreed to create a 2% Stipend to be treated as salary.
4. The Stipend, as defined by the Common Agreement Letter of Understanding on Stipends, is defined as salary for pension and all other purposes.
5. See Article 14.1 for the Douglas College Salary Grid, which consists of the Common Salary Grid plus the local Stipend.

Letter of Understanding #1

CO-OPERATIVE EDUCATION

1. Faculty involvement in the Co-operative Education program shall be voluntary.
2. A contract faculty member is eligible for involvement in the program, upon the recommendation of the discipline Chair/Coordinator.
3. Faculty who become involved are responsible for:
 - (a) providing information and guidance for work placements for students;
 - (b) developing general education goals for work placement;
 - (c) developing specific educational objectives for each placement arranged, with appropriate consultation with the student and when required, with the employer;
 - (d) evaluating each student placed to ensure that the educational goals and objectives have been met.
4. Faculty will be compensated at the rate of \$400.00 per student, to a maximum of nine (9) students, subject to the following limitations:
 - (a) If a student does not commence his/her placement following the assignment of a faculty advisor, the advisor shall receive a flat fee of \$60.00.
 - (b) If a student leaves his/her placement once it has commenced, the advisor will be compensated at the rate of \$40.00 per hour to a maximum of \$400.00 and will not receive the flat fee as specified in 4(a).
5. In the event that one faculty member is supervising ten (10) or more student placements in a given semester, a contract or time assignment equal to one section will be issued; such time shall be credited to the faculty member as FTE service.

It is understood that the triggering of point 5 will void any compensation under point 4 above.
6. This Agreement shall be in effect until March 31, 2010.

Letter of Understanding #2

RETIREMENT INCENTIVES

1. Qualification/Criteria

(a) The College may offer to a faculty member, or a faculty member may request of the College, a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following qualifications:

1. is age 55 or over;
2. has a minimum of ten (10) years' FTE service as a faculty member at Douglas College;
3. is a regular faculty member on continuing appointment at the time of early retirement;
4. is on the maximum step of the salary scale;
5. resigns for purposes of retirement as a regular faculty member.

(b) Where the number of eligible faculty members under (a) is greater than the number of retirement incentives available in a given year, the allocation of retirement incentives shall be decided based on the following criteria:

- (i) faculty members will be ranked according to age plus FTE service; and
- (ii) in the event that two or more faculty members are ranked identically according to (i), the faculty members with greater FTE service will be given preference.

(c) Notwithstanding any other provision in this Agreement, no regular full-time faculty member shall be identified under Article 12.3.2 (Layoff of Regular Faculty With Four Years' or Greater FTE Service As A Regular Faculty) where it would be possible to avoid termination or reassignment by offering early retirement incentive to a faculty member described in paragraph (a), above, until and unless such offer(s) have been made and declined. The College may bypass selection criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

2. Agreement

(a) A faculty member has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer

being proposed. In the event of acceptance of an offer of early retirement, a faculty member's date of retirement or commencement date of leave shall be effective on a date mutually agreed upon between the faculty member and the President.

- (b) A faculty member who wishes to be considered for an early retirement incentive must make the necessary application by January 1. This application will be considered a standing application for the period January 1 to December 31. If a faculty member's application has not been approved by December 31, then he/she shall submit a new application if he/she wishes to be considered for an early retirement incentive in a subsequent year. This paragraph does not apply to applications considered pursuant to Qualification/Criteria (c).

The Association shall receive a copy of all early retirement incentive offers presented to faculty by the College.

Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon. Incentive will be based on agreed salary at retirement date.

3. Alternatives

A. Lump sum payment

The retirement allowance will be paid in one sum on the date of retirement, an agreed-upon deferred date, or in pre-determined installments, acceptable to the faculty member, and will be based on scale salary without allowances in the following amounts:

Full years to Age 65	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 and greater	100% of annual salary

or B. Monthly payment

The retirement allowance determined in alternative A. above, will be paid into a pre-designated Registered Retirement Savings Plan in the name of the retired employee to provide, at the discretion of the retired employee, a supplemental pension income prior to age 65. Payments into the Plan shall be made monthly and shall be in the amount of 20% of the retiring faculty

member's pre-retirement monthly salary without allowances and shall continue until the full retirement allowance is paid. Payments into the Plan shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired employee dies prior to the full retirement allowance being paid into the Plan, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

4. Protection of Medical Benefit Coverage

- (a) An early retiring employee in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission when filing a Claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis.

Note: A pensioner who declines the Extended Health benefit coverage at retirement will not be eligible for coverage later unless he/she can prove continuous coverage under an extended health care plan (e.g. coverage under spouse's plan).

- (b) An early retiring employee not immediately commencing receipt of a College pension may elect to continue his/her basic medical and extended health benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:
 - (i) written notification of the intent to continue these benefits is provided to the Employee Relations Department six (6) weeks prior to date of early retirement;
 - (ii) the individual maintains BC residency; and
 - (iii) the participant prepays all premium Costs.

5. Financial Counselling

Each faculty member, who, if offered early retirement, is entitled to attend a Financial Planning Workshop and receive three subsequent personal financial consultations to establish the most beneficial early retirement incentive package for that faculty member. These consultations will be conducted by a firm of qualified Financial Consultants selected by the College and the fees for these sessions to a maximum of \$90.00 per session will be borne by the College.

This Letter of Understanding shall be effective for the term of the current Collective Agreement and is therefore subject to renewal by mutual consent.

Letter of Understanding #3

FTE LIST

This Letter of Understanding applies to the new, master FTE service list compiled by the Employer and distributed to faculty on December 5, 2006 based on parameters agreed between the parties and outlined in the October 1, 1999 letter to Association from the College entitled FTE Service List.

An affected faculty member may, by August 31, 2007, challenge the accuracy of his/her FTE service by providing the Employee Relations Department with evidence of additional, earned FTE service. No challenges will be accepted after August 31, 2007. By November 15, 2007, the Employer will compile a final master FTE service list for faculty. Electronic copies of this list will be provided to the Association, the Dean/Director and affected faculty.

An updated list will be provided to all parties by March 1, July 1, and November 1 of each academic year.

Letter of Understanding #4

ARTICLE 2 (COMMON AGREEMENT) - HARASSMENT

HARASSMENT ADVISORS:

1. Role of Harassment Advisor:

- (a) Harassment Advisors provide confidential consultation to the Complainant regarding the Complainant's options, and provide the Complainant with information and advice regarding:
 - (i) whether the behaviour(s) in question may fall within the definition(s) of Harassment under Article 2 of the Common Agreement.
 - (ii) possible procedures and options available to the Complainant under this provision or under alternate Policy or process (as appropriate);
 - (iii) possible actions which the Complainant might take to resolve the situation himself or herself. These include but are not limited to addressing the Respondent, seeking the help of the Student Ombudsperson or Faculty Ombudsperson or a union Steward (as appropriate), and/or seeking Informal Resolution . Where a Complainant wishes to pursue a formal complaint and the complaint is covered by a Collective Agreement, he/she will be referred to the appropriate individual as provided in that Collective Agreement.

The Advisor does not determine whether Harassment occurred, they only confirm that behaviours as described by the Complainant may constitute Harassment under College Policy and/or Collective Agreement language. Only a Formal Investigation can determine whether Harassment has taken place.

- (b) The Harassment Advisor will maintain confidentiality of the consultation. However, if the Complainant claims that the Harassment involves Violence, the Advisor must report the situation to the Responsible Administrator who must do an investigation under policy A10.01.05 Violence Prevention Involving Employees or A10.01.06 Violence Prevention Involving Students/Users.
- (c) The Harassment Advisor will limit information and advice to the Harassment policy. Question on any other issues will be referred to the appropriate individual or department.
- (d) Interactions between the Harassment Advisor and the Complainant will be confidential. The Harassment Advisor will not be questioned, or otherwise participate in any subsequent investigative process.

- (e) If the Complainant, after initial consultation, wishes to proceed to a formal complaint of Harassment, faculty will be referred to the Associate Vice President, Employee Relations.

COMPLAINT PROCESS ISSUES:

- (a) The Associate Vice President, Employee Relations, or designate will conduct initial, independent interviews with the complainant and the respondent, respectively, to determine the scope of the complaint and the willingness on the part of each of the parties to participate in mediation.

The scope of the complaint will be determined and signed off by the Complainant. This document will represent the complaint. Other issues that are determined to be outside the scope of the complaint will be formally referred to the appropriate parties or processes.

- (b) The Respondent will be contacted to arrange an appropriate delivery method, taking confidentiality and speed into consideration. Courier to the faculty member's home address will be used where appropriate, considering confidentiality and speed.
- (c) All notices concerning the complaint will be delivered via the method agreed with the faculty member.

MEDIATION:

For the purposes of this procedure "Mediation" is defined as an informal, facilitative, interest-based process for problem-solving and conflict resolution. Mediation is a process by which the parties, with the aid of an impartial person, can identify issues in dispute in order to develop understanding, explore options, examine alternatives and, hopefully, work together to build a solution that meets the needs of the parties.

1. Mediation - Procedural Issues:

- (a) Mediation will occur by mutual consent only and with the assistance of an impartial, designated administrator (other than the Associate Vice President, Employee Relations). The mediation must relate to the alleged behaviour of the respondent and the substance of the complaint against the respondent;
- (b) If the parties are not agreeable to mediation, an investigation by an outside investigator will take place in accordance with Article 2 of the (faculty) Common Agreement.
- (c) If, at any time, either of the parties determines that the mediation process is not beneficial and wishes to discontinue the process, the Mediator will cease the mediation process, document the fact that

mediation was attempted and no resolution was attained and release the parties from the process. In such an event, an investigation by an outside investigator will take place in accordance with Article 2 of the (faculty) Common Agreement.

2. Role of the Mediator in the Informal Resolution Phase:

For the purposes of this procedure, the Mediator will act as an impartial facilitator to:

- (a) structure a process that encourages the parties to discuss and resolve issues;
- (b) facilitate open and respectful communication, focusing on interests rather than on positions;
- (c) manage the emotional climate;
- (d) provide a “safe” environment for discussion of issues in dispute;
- (e) assist the parties to organize information and explore possibilities and options for resolution;
- (f) record decisions and agreements.

FORMAL INVESTIGATION:

Where a complaint is referred to the formal, investigation stage, please read Article 2 of the (faculty) Common Agreement before commencing the formal investigation stage.

- 1. The External Investigator will be given a copy of the Collective Agreement language, together with any relevant procedures related to that language, at the time of referral of the complaint.
- 2. The Investigator will determine the scope of the complaint, based on the signed Complaint of the Complainant and will limit the scope of the investigation to the determination of whether or not the respondent has engaged in harassment toward the complainant. Any issues not related directly to the parties to the complaint will be referred back to the institution for action.
- 3. Faculty members being interviewed concerning a harassment complaint will be informed by the College of their right to union representation.
- 4. Faculty who are interviewed in relation to a harassment complaint will be provided a written account of their statement and will verify the accuracy of that statement by affixing their signature.

5. The College will ensure that the Investigator keeps the parties to the complaint informed of the progress of the investigation including the scope of the complaint, parties to be interviewed and time lines.
6. Prior to the conclusion of the investigation, the respondent will have the opportunity to respond, in writing, to all evidence presented.
7. The Investigator will ensure that the parties to the complaint receive a written response of the findings and recommendations of the Investigator.
8. All documentation related to the complaint will be retained in a confidential, sealed file/envelope by the Associate Vice President, Employee Relations.

Letter of Understanding #5

GUIDELINES FOR HANDLING STUDENT CONCERNS AND COMPLAINTS

GENERAL:

1. Students may raise concerns/complaints and can expect to have them addressed in a respectful manner without fear of reprisal. Similarly, faculty can expect to be protected from frivolous or malicious condemnation.
2. Concerns/complaints will be dealt with according to the relevant College policy, where applicable.
3. Concerns/complaints must be brought forward by the student in a timely manner and must be handled by faculty or the Dean/Director in a prompt, objective and sensitive manner.
4. Concerns/complaints which are made anonymously, or those where the complainants are unwilling to provide a signed, written deposition, will not be formally investigated.
5. Violations of due process will not be tolerated and will be dealt with by the Dean/Director under appropriate College Policy. Violations of due process can include but are not limited to: breaches of confidentiality; distribution in any form of allegations of inappropriate behaviour under College Policy; discussion of allegations outside of the appropriate processes, etc.
6. Any communications sent outside the College policy process for making student complaints will be handled as a formal complaint.

RESPONSIBILITIES:

1. The student is responsible for presenting his/her own case and seeking assistance, if needed, from a college counsellor, student society ombudsperson, etc. Students should be clear about the nature of their concerns/complaints and be prepared to provide evidence or corroboration to support their case.
2. Faculty are responsible for listening to a student concern/complaint and seeking to resolve the issue at source or referring the student to the appropriate person in the College. Faculty members should be aware of current College, departmental policies and collective agreement provisions, and direct students accordingly.
3. The Dean/Director for the area is responsible for handling concerns/complaints which have not been resolved at source and for determining an appropriate informal or formal course of action consistent with College policies and Department/Discipline/Program guidelines and procedures.

4. The Dean/Director should investigate and remedy a concern/complaint which is found to have merit but should dismiss a concern/complaint which is insufficiently presented or is not serious in nature. The Dean/Director will use a “Reasonable Person” standard to determine whether the concern/complaint warrants investigation or further action.

PRE-INVESTIGATION PROCEDURE:

1. Students with concerns/complaints should first approach the relevant person in the department – such as the course instructor, program coordinator, or departmental chair – to discuss the issue and to seek resolution.
2. Where the relevant person in the department is unable to resolve the issue to the satisfaction of the student – or does not have the authority to achieve resolution – then the concern/complaint should be referred to the Dean/Director.
3. The Dean/Director will meet with the student to listen to the specifics of the concern/complaint to determine what action (if any) is appropriate. If the concern/complaint falls under a current College policy, the Dean/Director will direct the student accordingly.
4. If the student only wishes to bring the matter to the attention of administration, the Dean/Director may take the matter under advisement.
5. The Dean/Director may meet informally with the faculty member and inform him/her of the concerns to receive his/her perspectives of the issue and seek to achieve informal resolution.
6. Informal complaints, whether dismissed, resolved, or taken forward as a formal complaint, will be dealt within a one-month period. Variances to this timeline will not be unreasonably withheld.
7. After an informal resolution has been achieved, the Dean will provide a written decision to the faculty member.

INVESTIGATION:

1. A formal investigation will be conducted in the following situations:
 - (a) Where the informal process has not resolved the issue and the Dean determines an investigation is warranted, and where the complainant wishes to proceed to making a formal complaint;
 - (b) Where the Dean/Director believes that the nature of the concern/complaint places the College at risk, or fits into a pattern of complaints, the Dean/Director will initiate a formal action in accordance with Management Rights after first consulting with the Associate Vice President, Employee Relations or designate.

2. Procedure for formal investigation:

- (a) The student will provide the Dean/Director with a signed, written deposition (along with supporting evidence, where available) outlining the specifics of the complaint;
- (b) The Dean/Director will inform the faculty member that a formal investigation is to be conducted and will provide the faculty member with a copy of the written specifics of the complaint along with any supporting evidence;
- (c) The Dean/Director will arrange to meet with the faculty member to discuss the matter and will ensure that the faculty member has been advised of his/her right to have an Association representative present at any meetings with the Dean/Director concerning a complaint process;
- (d) The Dean/Director will investigate the matter and produce a report outlining his/her findings within a one (1) month period. The faculty member will receive a copy of this report and have the opportunity of discussing its contents with the Dean/Director before the matter is concluded.
- (e) The Dean/Director will advise the faculty member of the outcome of the formal investigation and of any action to be taken.

Letter of Understanding #6

FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS (NOT IN EXCESS OF 6 MONTHS' DURATION)

Note: *This LOU supersedes Article 14 in the Common Agreement dated April 1, 2007 to March 31, 2010.*

Purpose:

The purpose of this Letter of Understanding is to establish a framework for determining terms and conditions of Douglas College faculty participation in future Joint International Douglas College Credit Programs taught overseas.

Scope:

This Letter of Understanding applies to Douglas College faculty residing overseas to instruct in Douglas College credit programs for a duration not in excess of 6 months. It is understood by the parties that this Letter of Understanding applies only to faculty working in Joint International Credit Projects not in excess of 6 months' duration. Nothing in this Letter of Understanding will be construed to apply in any other situation, locally or internationally.

Preamble:

The following guidelines will be used as a basis for ongoing discussions between the College and the Association regarding international joint projects involving Douglas College faculty teaching in credit programs.

1. All financial and other data related to international joint projects involving Douglas College Faculty will be openly shared and discussed with the Association and/or affected faculty.
2. Faculty work in relation to international joint projects will comply with the collective agreement. For example, all work identified before July 1 in each year including international joint project work will be included in the education plan and selection of faculty for international joint projects will be in accordance with the collective agreement.
3. Where the need for a variance or flexibility in the interpretation of the collective agreement is identified, the College will, wherever possible, negotiate with the Association in advance in order to achieve a mutually acceptable solution.
4. A standing sub-committee of Labour Management Relations Committee will be established, with membership from the Association and appropriate

College representatives, for the purpose of monitoring current international joint projects involving faculty and to discuss potential new international joint projects involving faculty for the purpose of information sharing and problem solving. Meetings will be called in accordance with a schedule mutually agreed by the parties.

5. Upon completion of each year of international project activity involving faculty, an open forum will be convened for all participants to share experiences, identify problems and solutions, etc.
6. It is understood that, where Douglas College credentials are being awarded, Douglas College will retain responsibility for quality control of programs related to those credentials in accordance with the governance structure of Douglas College.

Where Douglas College faculty teach Douglas College credit curriculum, courses and programmes offered internationally such teaching will, wherever possible, be carried out in accordance with the terms and conditions of the Collective Agreement.

1. **COMPENSATION**

(a) Salary/Workload:

Where a faculty member teaching in an international joint programme is doing so during what would normally be considered teaching time, the work will be considered part of the regular teaching load and the faculty member will receive her/his regular salary. No additional salary remuneration will be payable.

Where a faculty member teaching in an international programme is doing so during what would normally be her/his accountable, professional development or vacation time, the faculty member will receive overload teaching contracts in accordance with the Collective Agreement, in remuneration for the international teaching. This will be carried out in accordance with Article 6.1(a), (b) and (c) and Article 14.1.6 of the Collective Agreement.

The college will, wherever possible, make every effort to ensure that international assignments are part of the regular workload of each department and programme.

Compensation and work load will be negotiated between the College and the Association prior to the signing of any agreement involving Joint International Douglas College Credit Programs taught overseas.

Nothing in this agreement shall detract from a faculty member's right contained in Article 8.2 (c)(iii).

Where it can be shown that significant non-instructional responsibilities will occupy a faculty member's time, compensation for this work will be included in any compensation/work load agreement negotiated between the College and the Association.

The College will comply with Canada Customs and Revenue Agency rules and regulations in relation to the federal Overseas Tax Credit.

The College will arrange the scheduling of international work in such a way that faculty will be provided three (3) working days between the completion of their overseas teaching assignment, inclusive of required travel time, before assuming regular duties at the college. This will not apply in situations where a faculty member elects to extend their stay through the use of vacation time.

- (b) The College will only cover receipted expenses incurred by College employees in the conduct of College business. Faculty may request a travel advance to cover expenses incurred for international teaching assignments under this provision. The College will provide financing for the following receipted expenses. The College will waive the right to demand receipts in situations where these are not obtainable, for example, for incidental ground transportation.
 - (i) Passport renewal/issuance;
 - (ii) Visa and inoculation costs;
 - (iii) Incremental costs of medical insurance
 - (iv) One, economy class., return ticket on an airline selected by the college;
 - (v) Expenses for overweight luggage;;
 - (vi) Reimbursement for receipted expenses for any approved official function;
 - (vii) Reimbursement for receipted expenses for incidental ground transportation;
 - (viii) Reimbursement for reasonable college-related long distance telephone charges
 - (ix) Reasonable expenses for unanticipated events/situations will be considered;

- (x) Accommodation will be provided for the duration of the activity. The College will ensure the accommodations provided are of a reasonable standard.
- (xi) Where meals or cooking facilities are provided as part of the contract and where local costs for food are greater than in Canada, the College will provide an additional monthly allowance to supplement the cost of meals and to provide for local travel. The amount of such allowance will be based on local costs and conditions. Affected faculty will be advised in advance of any such amounts.
- (xii) The College will, wherever possible, assist in booking travel and accommodation arrangements for family members of Douglas College faculty teaching overseas under this provision, at Douglas College rates. All costs incurred by family members of Douglas College faculty who accompany the faculty member on international assignments will be borne by the faculty member.
- (xiii) Internet Service to be negotiated on a project by project basis.
- (c) In order to provide access to international teaching experiences on an equitable basis, for teaching assignments in credit courses or programs of a duration of seven (7) consecutive weeks or more. The College will provide a supplementary expense allowance, not to exceed \$500.00, that may be used by faculty to cover extraordinary receipted expenses associated with family issues or international residency and to provide for reasonable personal long distance charges. Such expense amounts will be available upon application of the faculty member, including acceptable receipts.
- (d) In recognition of the increased costs of living and working overseas, under this Letter of Understanding, the College will provide an additional expense.

First 30 days	\$500.00
Second 30 days	\$500.00
Third 30 days	\$400.00
Fourth 30 days	\$300.00

Where a faculty member is working overseas under this Letter of Understanding for a period of less than thirty (30) days and where meals are not provided for the faculty member by a partner institution, the College expense per diem will apply.

- (e) Where a faculty member is scheduled to teach overseas under this Letter of Understanding for one semester (or more), whether in an accelerated or conventional mode, the College will provide an additional airfare for a spouse, partner or other companion. Such airfare must be booked sufficiently in advance to take advantage of the most reasonably priced economy class fare.

2. **Health and Welfare Benefits**

Current Health and Welfare Benefits coverage for faculty working, and residing, overseas on joint international projects for a duration not in excess of 6 months will continue with no change. Premiums will continue to be paid as would be if the faculty member continued to teach in B.C.

Limitations:

- (a) Dental expenses incurred outside Canada will be reimbursed based on the B.C. fee schedule in effect under the group policy.
- (b) Benefit coverages will not extend beyond the date the policy or any benefits terminate with Maritime Life.
- (c) The College will supply additional travel medical insurance for faculty members working outside the country on joint international projects.
- (d) When faculty members are working in countries where payment for medical services may require cash payment, the College will reimburse the employee for such expenses and make submission of the claim to the Carrier on the employee's behalf. Faculty may request a travel advance to cover expenses incurred for international teaching assignments under this provision.

Individuals planning to teach outside the country will be referred to Employee Relations in order to clarify benefits coverages and to discuss additional medical insurance.

3. **Emergency and /or Emergency Evacuation**

- (a) Emergency Contact (College): Faculty will be provided with emergency contact numbers, fax numbers, e-mail addresses, etc. for appropriate Douglas College personnel for use in case of emergency (i.e. responsible Dean/Director and responsible Vice President)
- (b) The College will consult with the appropriate Canadian government departments and the embassy and/or consulate in each area where faculty members are working to determine the appropriate procedures should evacuation become necessary. The College will ensure that this information is made available to faculty in advance of travel.

When deemed advisable, the College will contract with local specialists with respect to the safety of Douglas College employees.

- (c) In the event of an emergency requiring assistance on the part of the College, the faculty member will immediately contact the appropriate Dean/Director for assistance and direction.

4. **Orientation**

Faculty scheduled to teach outside the country will receive an orientation prior to departure which will include the following components:

- (a) orientation to the project
- (b) orientation to the culture/country
- (c) orientation to travel, safety, benefits issues, etc.
- (d) governance issues related to the project

5. **College Support**

- (a) The College will make every effort to identify and provide for logistical and administrative supports required for faculty members to perform their instructional duties within the International Contract.

Letter of Understanding #7

DISTRIBUTED LEARNING

Note: This LOU supersedes Article 6.6 in the Common Agreement dated April 1, 2007 to March 31, 2010.

Preamble

Decisions about Distributed Learning will be made through the established consultative process of:

- Educational Technology Forum (ETF), Technology Planning and Management Committee (TPMC), and Senior Management Team (SMT)
- and the policy governance process culminating in Education Council

Faculty Rights

The College will provide the following:

1. Teaching distributed learning courses is a matter of instructor choice. Faculty may refuse a workload that includes online teaching recognizing that such refusal may result in a reduction in workload.
2. When a faculty member is required to develop a course for online delivery, or is assigned to make major course revision for online delivery methods, the faculty member will be compensated through time release or pay. Guidelines for compensation will be developed by LMRC by April 1, 2002. These guidelines will be based on an Educational Technology Forum (ETF) subcommittee study on guidelines for time assignment and methodologies for the development of online courses. The ETF study will include a review of internal and external experience and literature.
3. Instructors may elect, but shall not be required to deliver distributed learning courses from their homes. Where a faculty member has been assigned a course that is taught solely online, and is electing to teach it from home, he/she shall be reimbursed for the cost of an Internet Service Provider until such time as alternate services are provided by the College.
4. LMRC will define a mode of instruction applicable to the delivery of online courses.
5. Instructors will not be required to provide technical support to students taking online courses.
6. The College will offer annual training in the methodology and application of Distributed Learning. Faculty may, if necessary, use Professional Development time for such training. Faculty may also access Educational Leave and/or Faculty/Department Professional Development Funds for technology training purposes.

7. The copyright provisions of Article 5 of the Common Agreement will apply. Faculty have the same determination and control of online course curriculum as they have with face to face instruction.
8. Where online courses are developed exclusively by Douglas College, such development opportunities will be offered to Association members. Where online courses are developed in partnerships by Douglas College, those portions developed by the College will be offered to Association members.

Implementation Agreement - Distributed Learning

1. Definitions

- (a) A Distributed Learning course is defined as a course where 51% or more of a course is delivered by electronic media or paper based correspondence at a distance from campuses.
- (b) Compensation for the development or redevelopment of a distributed learning course can take the form of pay or leave. Calculation will vary by the mode of instruction. If the College requires a distributed learning component which is less than 51% of a course, then pay or leave will be pro rated.

2. Mode of Instruction

The mode of instruction for curriculum guidelines in Distributed Learning courses will be determined by the academic governance process and in accordance with the College Policy on Curriculum Development and Approval.

3. Copyright

The copyright provisions of Article 5 of the Common Agreement will apply. Faculty have the same determination and control of online course curriculum as they have with face to face instruction.

4. Compensation for Development/Redevelopment

A proposal to develop or redevelop an online course must be approved by the appropriate Dean/Director and through the governance process. Where such a proposal is approved, the Dean/Director, will first consult with the applicable Department/Discipline/Program. The Dean/Director will then allocate time assignment/compensation and/or time release based on consideration of the following factors:

- (i) availability of existing learning resources;
- (ii) scale, scope and complexity of the proposed model;
- (iii) level of experience of the faculty group;

- (iv) availability of financial resources;
- (v) time frame for implementation.

5. Use of Professional Development/Leave

Faculty can use professional development monies, professional development and/or accountable time and/or educational leave for development, training and/or revision. Revision can include minor development for off the shelf courses and minor redevelopment of existing distributed learning courses.

Time assignment for training and revision is at the discretion of the Dean/Director, except where alternative college professional development or education leave processes apply. Instructors will use existing application and approval processes to access these opportunities.

6. Home Internet Compensation

Where a faculty member has been assigned a distributed learning course as defined in this Letter of Understanding, and is electing to teach it from home, he/she shall be reimbursed for the cost of an Internet Service Provider, whether by modem, DSL or cable, to a maximum of \$30.00 per month until such time as alternate services are provided by the College. In the event of a rate increase for the cost of an Internet Service Provider, the Association may refer the matter to LMRC for resolution.

Letter of Understanding # 8

OBTAINING COPYRIGHT CLEARANCE

In circumstances where copyright is disputed under Article 5 of the Faculty Common Agreement, a faculty member may resolve copyright of materials by the following process:

1. The faculty member will request a resolution of copyright, in writing, to the Dean/Director
2. The Dean/Director will ensure that the request complies with Article 5.1.1 of the faculty Common Agreement. If the request does comply, the Dean/Director will provide written approval of the copyright resolution request to the faculty member, with a copy to the appropriate Vice President.
3. Where the materials in question are to be published internally, for sale in the College Bookstore, the faculty member can provide the letter from the Dean/Director to the College Bookstore as proof of copyright.
4. Where the materials in question are to be published by an external publisher, and where the faculty member has resolved copyright by this process the appropriate Vice President will provide a letter to the faculty member as proof of copyright. This letter can then be provided by the faculty member to the publisher.
5. In the event the faculty member does not agree with the resolution of copyright under this process, the grievance/arbitration process will apply.

Letter of Understanding #9
DEANS POSITIONS (TERM ONLY)

A. Purpose

The purpose of this Letter of Understanding is to set the terms of reference for individuals holding Term Dean positions in relationship to the faculty collective agreement. This document therefore supersedes the provision in the Selection Procedures for Academic Administrators which states: "In the case of Administrative personnel unsuccessful candidates for these new positions may not have the opportunity to return to their original positions".

It is understood that this provision will not result in the creation of new faculty positions.

B. Planning

When developing Educational Plans and/or any other plans related to the assignment of faculty, consideration will be given to the applicable Dean position(s). Where, for any reason, an individual holding a Dean position is scheduled to move into a faculty position, this will be taken into account in terms of educational planning and assignment of faculty.

C. Notice

In accordance with Article 12.3.2 of the Collective Agreement, the faculty member replacing the Dean shall be given the appropriate amount of notice of the end of his/her appointment (i.e., three months notice for less than four year regular faculty and four months notice for regular faculty who have more than four years service). Every effort will be made to provide as much notice as possible of the Dean's impending return to faculty ranks.

D. Affected Positions

This Letter of Understanding applies to the following positions:

Dean, Language, Literature and Performing Arts

Dean, Child, Family and Community Studies

Dean, Commerce and Business Administration

Dean, Humanities and Social Sciences

Dean, Sciences and Technology

Dean, Health Sciences

These positions (title/responsibility) may vary in accordance with College growth and organizational change.

* This position will convert to a renewable term position when vacated by the current incumbent.

E. Terms and Conditions

1.

- 1.1 A Dean will be selected in accordance with the Selection Procedures for Academic Administrators agreed to by Douglas College and the Douglas College Faculty Association dated January 2005 and in accordance with Article 10.7 of the Collective Agreement.
- 1.2 A Dean shall receive an appointment under the “Policies Concerning Salaries, Benefits, Working Conditions for Excluded Personnel”.
- 1.3 Appointments for the Dean positions listed in D above shall be made for a term of five (5) years. Based on satisfactory performance a subsequent five (5) year term appointment may be offered. A person who has served two (2) terms as a Dean will not be eligible for further appointment as a Dean.
- 1.4 A Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, will return to a regular faculty teaching assignment subject to FTE service as per Article 10.6 and Qualified to Teach/Program provisions.
- 1.5 A Dean returning or moving to a regular faculty position will have previous administrative experience gained as a Dean at Douglas College counted for promotion on the salary scale as per annual FTE calculated increments.
- 1.6 A Dean will be considered in full-time equivalent employment for the purpose of seniority.
- 1.7 A Dean shall receive full protection of the faculty agreement for any activities involved with instruction and scholarly activities, e.g. publications.
- 1.8 Faculty vacancies created by the appointment of the Dean shall be filled in accordance with the terms of the Collective Agreement.
- 1.9 A Dean covered by the Letter of Understanding is expected to maintain currency in her/his discipline throughout her/his term by continuing to be involved in instruction and scholarly activities. This will be determined by the Dean - based on operational requirements and subject to the approval/agreement of the Vice President of Education.

2. Internally Appointed Candidates

- 2.1 A Dean shall retain any existing FTE service and shall continue to accrue FTE service in her/his Department/Discipline/Program, as provided in the Douglas College/Douglas College Faculty Association Collective Agreement in Article 7 – Seniority.

2.2 Where a Dean has FTE service in more than one discipline, FTE service will accrue in the discipline where he/she has the larger amount of FTE service.

3. **External Candidates**

3.1 Selection Committees recommending the appointment of an external candidate as Dean will ensure that such recommended external candidate meets the criteria for selection for a regular faculty position as well as the criteria for selection for a Dean position.

Letter of Understanding #10

FACULTY SECONDED TO EXCLUDED POSITIONS

1. Purpose

The purpose of this letter is to set the terms of reference for faculty members seconded into excluded management positions for periods longer than the maximum of a two year unpaid leave as per the Common Agreement.

2. Terms and Conditions for Seconded Faculty Member

- 2.1 Where a seconded faculty member supervises faculty the selection procedures for academic administrators will apply.
- 2.2 The seconded faculty member will receive an appointment under the 'Policies concerning Salaries, Benefits and Working Conditions for Excluded Personnel'.
- 2.3 The excluded appointment will be made on the basis of a five year term with the possibility of a second five year term, based on performance, or on a permanent basis. In the event the appointment is a permanent one, the rights and protections contained in 2.4, 2.5 and 2.6 of this letter will only apply for a maximum of ten years from the date of the appointment.
- 2.4 The seconded faculty member will continue to accrue faculty FTE seniority. This FTE service will also apply to the faculty salary grid upon return to a faculty assignment.
- 2.5 Where a seconded faculty member has FTE service in more than one Department/Discipline/Program, FTE service will accrue in the Department/Discipline/Program she/he chooses.
- 2.6 The seconded faculty member will continue to receive the full protection of the Faculty Collective Agreement for any instruction and/or scholarly related activities, e.g., copyright.
- 2.7 Where a faculty member is seconded for more than two years, she/he is expected to maintain currency in her/his discipline throughout her/his terms, as determined by the Dean in consultation with the Department Selection Committee.
- 2.8 Where a faculty member who has been seconded into an administrative position resigns from her/his administrative position, she/he will return to a regular faculty teaching assignment, subject to FTE service and Qualified to Teach provisions, and within the time frame provided in 2.3 above.
- 2.9 Where a faculty member who has been seconded into an administrative position is terminated as an administrator, except for reasons of professional misconduct, she/he will return to a regular faculty teaching assignment, subject to FTE service and Qualified to Teach provisions, and within the time frame provided in 2.3 above.

3. Department / Faculty Planning

- 3.1 For planning purposes, the appropriate Dean and Department Selection Committee will be informed of the seconded appointment together with details of the terms of appointment.
- 3.2 When Department education plans are developed, consideration will be given to the seconded faculty member.
- 3.3 Every effort will be made to provide as much notice as possible of the seconded faculty member's return to faculty ranks. In any case, no less than two (2) months written notice will be given.
- 3.4 Where, for any reason, a seconded faculty member is scheduled to move into a faculty position, this will be taken into account in terms of educational planning and assignment of faculty.

4. Replacement Faculty

- 4.1 Faculty vacancies created by the appointment of the seconded faculty member shall be filled in accordance with the terms of the Faculty Collective Agreement.
- 4.2 In accordance with the layoff provisions of the Faculty Collective Agreement, any faculty member displaced by the seconded member's return to work will be given the appropriate amount of notice and any other layoff rights – appropriate to the length of service attained by the replacement Faculty member.

Letter of Understanding #11

INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS

1. All courses, with their sections, will be assigned to a home department in the education plans.
2. Assignment of courses does not rule out creating a pool of courses for the purposes of integrated curriculum (IC) programs to be facilitated by an integrated curriculum coordinator on a consensual basis.
3. Allocation of work by Department/Discipline/Program coordinators is to be governed by the principle of bundling as much work as possible together in order to create as many full time positions as possible, as consistent with pedagogical criteria and relevant provisions of the Local Agreement. The IC coordinator will review the resulting education plan proposals to verify that this has been done.
4. In cases where the distribution of IC work would involve a layoff or workload reduction, the allocation process will be halted to allow regular faculty an opportunity to get a Qualified to Teach designation to avert such layoffs/reductions. To get a Qualified to Teach designation, regular faculty will use the provisions of Article 12.3.3 (b)(iii)(a) in the Local collective agreement. To facilitate the process, this will be done in as timely a manner as possible.
5. Where a regular faculty member is successful in obtaining a new Qualified to Teach designation, Department/Discipline/Program coordinators will allocate the available work by distributing it to minimize any proposed layoffs/reductions as defined by regular status and by seniority (FTE).
 - (a) first by Department
 - (b) secondly, for any available departmental work that remains, from each joint Qualified To Teach course pool of instructors.
6. In the event of a tie, regular FTE service within the department then College FTE service will be used as a tie breaker. If a tie continues to exist it shall be decided by lot.

Letter of Understanding #12

SELF-FUNDED ACTIVITY

This Letter of Understanding applies to regular faculty in Continuing Education and The Training Group and is the result of merging of the following documents:

- Memorandum of Agreement regarding Community Programmers (Continuing Education, April 13, 1999)
- Letter of Understanding #20 regarding the movement of Centre 2000 (the Training Group) Program Managers into the DCFA as Community and Contract Services Programmers (February 7, 2000)
- Letter of Understanding #3 regarding Continuing Education Programmers (2004 - 2007) and
- Letter of Understanding #14 regarding Self-Funded Activity (2004 - 2007)

Effective April 1, 2000, all Community Programmer and Program Manager positions were renamed "Community and Contract Services Programmer".

A. Self-Funded Activity

1. The College acknowledges that Community and Contract Services Programmers have the same faculty rights, including governance rights, as other regular faculty at the College.
2. Community and Contract Services Programmers will receive an annual orientation/update on employment standards and other, relevant, legal issues related to employment to assist them in negotiating work with contract employees.
3. The College will produce an annual report stating the number of student FTE earned by the Community and Contract Services Programmers. This report will also note where the student FTE has been used for College purposes to acknowledge the Programmer's contribution.
4. The Continuing Education Coordination Committee, under the authority of the Vice Presidents of Education, Education Services and Finance, will meet under the Terms of Reference, a copy of which are attached. Membership on this Committee includes Faculty-based programmers, Training Group Programmers and Centre for Sports, Recreation and Wellness Programmers.

The Committee will deal with operational issues related to self-funded activities including marketing, coordination of activity, determination of jurisdiction, application of

the costing model. The committee may provide advice on deficits to the Vice President Finance and Administration.

The Committee will also provide input on relevant activities in reviewing the Self-Funded Activity Policy for recommendation to the Vice President, Finance and Administration. The Vice President Finance and Administration will determine when a full review of the Self Funded Policy is necessary, but in any case such review will occur every three years.

Where there are disputes, programming faculty can appeal to the appropriate Dean/Director. Where a dispute is not resolved at the Dean/Director level, the faculty can appeal to Senior Management Team. Appeals may be assisted by the Association.

B. Continuing Education (Community) Programmers – located in the Community Programs and Services Division prior to College Reorganization (1999).

Community Programmers will:

1. continue to accrue seniority as a Community Programmer;
2. not be displaced by any new Programmers hired by the College through internal or external selection;
3. where he/she teaches as part of his/her workload, have the choice of whether to accrue all seniority in his/her teaching discipline or as a Community Programmer, or both.

Selection Committees for new Programmer positions will include a minimum of one faculty member from the content area where the programming work is to be done as well as one Community Programmer.

If there is a reduction in available work for C.E. programmers the Department/Discipline/Program for lay-off purposes shall be deemed to consist of all C.E. programmers employed at that time (1999), and any external candidates hired as Community and Contract Services Programmer. Any such layoff will be carried out in accordance with the Collective Agreement.

C. The Training Group (formerly Centre 2000)

1. Conversion of existing Centre 2000 Program Manager positions to DCFA bargaining unit positions:
 - (i) The existing Program Manager positions within The Training Group will be converted from contractor status to regular faculty

positions within the DCFA bargaining unit and will continue to be known as Community and Contract Services Programmers;

- (ii) Individuals currently performing Program Manager positions will be converted from contractor status to regular faculty status. Once converted, such individuals will begin to accrue FTE service in accordance with the Collective Agreement. Such individuals will not accrue FTE service for time worked prior to conversion;
- (iii) Individuals converted to regular faculty status under this section will be subject to a one (1) year probationary period;
- (iv) Other working conditions will be in accordance with the Collective Agreement.

In particular, contact hours shall be thirty-five (35) per week as provided in Article 8.2. Vacation and Professional Development time will be in accordance with Article 8.8 and Article 16.2 respectively and will be scheduled in consultation with the responsible Administrator to ensure contract management obligations are met.

- (v) Community and Contract Services Programmer positions (after initial conversions) will be selected as per Article 5 of the Collective Agreement. Selection Committees may be expanded to include representatives external to the College (where appropriate to a specific contract) who will act in an advisory capacity to the Selection Committee.

Letter of Understanding #13

FUNDING FOR SALARY OPTION #1: THE STIPEND

The parties agree that the 2% required to fund Salary Option #1, on an on-going basis, in the Common Agreement, be funded from local Article 16.3.11 Educational Leave.

If there are savings identified from the Common Agreement, then by mutual consent, those savings will be applied towards the 2% for Salary Option #1.

Letter of Understanding #14

EDUCATION LEAVES 2005-06 ACADEMIC YEAR

The parties agree, in order to fund the Education Leaves approved for the 2005-06 academic year, the College will pay the necessary funds.

The parties further agree the College will use the 0.6% Common Professional Development Fund for 2005-06, and the subsequent years, until the cost of the Education Leaves for 2005-06 has been recovered.

Letter of Understanding #15

COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND

Pursuant to Letter of Understanding #6 of the Common Agreement effective April 1, 2007 to March 31, 2010 establishing a Common Faculty Professional Development Fund, the parties agree to the following:

1. The Common Faculty Professional Development Fund supports various types of professional development activities for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose of the fund is to assist faculty to remain current and active in their Department/Discipline/Program.
2. The Common Faculty Professional Development Fund may be used for various professional development activities including, but not limited to, pursuing a credential, research, educational leave, scholarly activity, etc.
3. Any educational leaves granted under this provision will be in accordance with the conditions outlined in Article 16.3, with the exception that such leaves under this provision will be paid at 100%.
4. The Common Faculty Professional Development Fund process will include the establishment of a joint committee of one elected faculty member from each Faculty, drawn from the College Wide Professional Development Committee, and three (3) Management representatives, one of which will be the VP Education as ex officio. The Chair is to be elected from the voting members of the committee. The joint committee will review applications and make recommendations for approval to the College's applicable senior administrator(s).
5. This Committee will operate on the basis of mutually agreed process and criteria which the parties will review annually, and amend as necessary, during the term of this Agreement. Such process and criteria will be documented and made available to Deans, Directors, Associate Deans, Chairs, Coordinators, faculty, Employee Relations and the DCFA.
6. The Vice President, Education is responsible for the final approval of applications.

Letter of Understanding #16

LIST OF ARBITRATORS

The Association and Douglas College agree to the following list of arbitrators:

Judith Korbin
Don Munroe
Joan Gordon

Letter of Understanding #17

FACULTY HANDBOOK

To better realize a collegial workplace environment, and to support chairs and coordinators, a Department/Discipline/Program and Faculty handbook system will be developed.

A sub-committee of the Labour Management Relations Committee will complete the following tasks during the life of this collective agreement:

1. review handbook models to recommend handbook templates;
2. develop an implementation plan with a schedule to include all departments and Faculties;
3. conduct the implementation of the handbook system.

Letter of Understanding #18

POST-PROBATIONARY FACULTY DEVELOPMENTAL EVALUATION

1. **Purpose:**

The purpose of this Letter of Understanding is to establish a faculty peer review framework and process for ongoing, developmental evaluation for post-probationary faculty as provided in Article 5.7.2 B. of the local Collective Agreement. This Letter of Understanding must be used in concert with the attached, 'Framework' document, tabled at LMRC on April 29, 2002 and agreed between the parties to this Letter of Understanding on June 3, 2002.

2. **Scope:**

This Letter of Understanding applies to Douglas College faculty who have completed their probationary period as provided in Article 5.7.2 A. of the local Collective Agreement.

3. **Preamble**

As provided in Article 5.7.2 B. (Developmental Evaluation) of the local Collective Agreement, the DCFA and College Management established a Joint Faculty Developmental Evaluation Steering Committee through Labour Management Relations Committee to develop a process for developmental evaluation of post probationary faculty. The parties agreed this process would be completed by April 30, 2002. The Joint Faculty Developmental Evaluation Steering Committee completed its work and the resulting 'Framework' is attached to this Letter of Understanding as Appendix 'A'. The parties have reached agreement on this 'Framework'.

Further, as provided in Article 5.7.2 B. of the local Collective Agreement, the parties agreed that the primary goals of developmental evaluation are to promote reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans. For these reasons, the parties agree that faculty will be encouraged to engage in the evaluation process outlined in this Letter of Understanding. This process and/or the results of this process will not be used for the purposes of denying requests for professional development or educational leave.

4. **Desired Goals for Post-Probationary Developmental Evaluation**

- Facilitate individual professional growth through reflective practice.
- Support Department/Discipline/Program development based on the Department/Discipline/Program's objectives and plans
- Promote dialogue with peers – based on professional practice, pedagogical issues identified by Department/Discipline/Program, scholarly research

- Provides stimulus to continuous improvement in professional performance
- Provide information that assists individual faculty with development of professional development plans
- Facilitate personal/professional recognition by peers for professional practices
- Enhance teaching/professional practices and student learning
- Encourage student growth through their involvement in providing constructive, focused feedback on classroom teaching/learning practices

5. **Steps to Developmental Evaluation Process**

The parties agree to the following five steps to developmental evaluation as provided in the attached 'Framework'

- (i) Determine the area of professional practice that would be the focus of gathering feedback, self reflection, and collaborative discussion;
- (ii) Gather informative feedback/data on the identified area of professional practice from students, colleagues, and classroom based research;
- (iii) Engage in self reflection on that area of professional practice;
- (iv) Discuss with peers the learning from solicited information and self reflection;
- (v) Determine direction/activities for future professional development.

6. **Outcome**

As provided in the attached 'Framework', at the end of the evaluation process, the faculty member will complete a one page summary report of the developmental evaluation that provides:

- A brief record of activities under each step;
- A short statement noting the major insight/learning from the process;
- A broad plan outlining the professional development activities and/or anticipated changes to professional practice resulting from the process.

This summary report will be forwarded to the Department/Discipline/Program PD Committee, or if faculty choose, to a faculty wide evaluation committee, which will maintain a file of completed summary reports. The summary report will not be shared with the Dean/Director without the permission of the faculty member.

7. **Frequency**

The full process, resulting in the completion of the summary report, will be completed once every three years.

Role of Professional Development Committee

Article 8.8.1 (e) of the local Collective Agreement provides that the Departmental/Discipline/Program Committees have 'the responsibility of promoting, within the Department/Discipline/Program, activities to enhance the academic, technical, and educational standards of the Department/Discipline/Program. These Department/Discipline/Program Professional Development Committees will play the following role in facilitating evaluations and department based professional development initiatives that may emerge from evaluation outcomes:

- Receive the one page summary report of the developmental evaluation prepared by the individual faculty member;
- Respond to the one page summary reports by arranging, where appropriate, the departmental 'sharing of learning';
- Recommend follow up PD activities at the Department/Discipline/Program or interdepartmental/interdisciplinary/interprogramming level, where appropriate;
- The Department/Discipline/Program Committees will report, on an annual basis, on the completion of evaluations to the department/discipline with a copy to the Dean/Director. This report will include the number of evaluations completed, a summary of insights/learning resulting from the process and a summary of the types of professional development needs that have been identified.

In small Departments/Disciplines/Programs, the Department/Discipline/Program as a whole may act as the PD Committee.

Guidelines and orientations for the PD Committee's role in the post probationary evaluation process will be developed with the aid of Douglas Development.

8. Timelines for Implementation

Summer/Fall 2004

- Douglas Development to develop and facilitate guidelines and workshops for PD Committees.
- Douglas Development to develop a 'toolkit' for developmental evaluations.

Winter 2005

- Department/Discipline/Program PD Committees develop schedule for post probationary evaluations within their Departments/Disciplines/Programs.

May 31, 2005

- Implementation of post probationary developmental evaluations.
- Ongoing workshops/consultations through Douglas Development and Department/Discipline/Program PD Committees and/or individual faculty.
- Ongoing work on development of toolkit, evaluating processes, developing support systems.

The parties agree that any interpretive issues arising from this Letter of Understanding will be referred to the Labour Management Relations Committee for resolution.

APPENDIX A FOR LETTER OF UNDERSTANDING #18

Guide for Faculty Post-Probationary Developmental Evaluation Summary

On a separate sheet of paper please respond to the following as appropriate.

1. Comment briefly on the area(s) of professional practice that was the focus of your self- evaluation. E.g. use of peer-feedback, utility of the main text.
2. Comment briefly on the processes used for gathering data for the self-evaluation. Are there any data gathering tools that you would recommend as particularly useful for investigating the area of practice you identified? E.g. student focus groups.
3. Comment briefly on the insights gained from your self-evaluation that MAY have value for your colleagues. e.g. strategies for more effective use of peer-feedback.
4. Comment briefly on any implications for changes in your curriculum or delivery practices that your self-evaluation May have brought to your attention.
5. Comment briefly on additional resources that the College MAY need to make available to support changes you may propose. E.g. additional fiscal resources, professional development support through Douglas Development,
6. Has your self-evaluation stimulated interest in any specific professional development activity? If yes, please indicate how your Departmental PD committee, Douglas Development might support such activities?
7. Are there any implications from this self-evaluation for choosing an area of practice to examine in three years time or for changes that you may wish to make to your classroom practices in the interim? E.g. experiment with/focus on the use of peer-assessment/tutoring.
8. Briefly highlight aspects of your professional practice that reflect your unique strengths and/or contribution to the College.

APPENDIX B FOR LETTER OF UNDERSTANDING #18

OPTIONS FOR PROCESS

The following lists of options for possible approaches for each component of the evaluative process may be regarded as a (partial) toolkit for the evaluative process.

1. Determine focus for evaluative process

The area of professional practice that will be considered by the faculty member could be a focus on an area of professional practice that he/she has identified as an area of personal challenge; a focus determined by the individual faculty or a group of faculty interested in exploring a new approach to the teaching/learning process; a focus on a specific topic for in-class research on pedagogy; a focus on developing implementing and evaluating a redesigned course curriculum; and so on. Some examples include:

- Determining effectiveness of utilization of student portfolios for course assessment
- Considering an area of challenge (i.e. dealing with students cultural diversity), researching, implementing and evaluating new approaches to classroom/professional practices
- Implementing and evaluating effectiveness of specific classroom teaching strategies (i.e., cooperative or collaborative learning, Socratic method (dialectical exchange), problem based learning, computer assisted instruction, service learning
- Implementing/ evaluating team teaching within interdisciplinary studies course(s)
- Reflecting on information provided by student feedback forms
- Reflecting on data from Classroom Assessment techniques (CATs)
- Utilizing Small Group Guided Diagnosis (SGGD) techniques or student Focus Groups for receiving student feedback
- Establishing, with another faculty member, reciprocal classroom observations and providing feedback on classroom skills
- Delivering an established course utilizing new delivery strategies (i.e. web based/video conferencing)
- Conducting scholarly research/ (defined by K Patricia Cross as studying how students respond to a practice in the teaching process)

The committee considered the possibility that an entire Department/Discipline/Program might select a specific area for individual reflective evaluation and professional development with Department/Discipline/Program based discussions/dialogue.

2. **Gathering data on identified area of Professional Practice**

The faculty member shall determine the appropriate feedback/data regarding an area of professional practice is desired and determine most effective sources and methods to gather feedback. Faculty are encouraged to use multiple sources of feedback to provide more meaningful feedback. Sources of feedback may include students, faculty members within a Department/Discipline/Program, external faculty with particular “expertise”, administrators, or staff.

Some examples of methods for seeking feedback on professional practices follow:

- Structured student feedback forms / classroom evaluations forms
- Structured peer-based, classroom observations could be reciprocal and should be structured
- Peer review of course curriculum, course material and samples of student work
- Structured interviews of student or selected student groups (focus groups, SGGD process)
- Peer review of faculty members’ research, publications, conference presentations, etc.
- Self-report on innovative practice: e.g. journal writing over course of implementation of new practice
- Self-report/ description of involvement in outside classroom educational activities and impact on professional practices (departmental or college committees/ professional initiatives)
- A teaching portfolio that presents description/overview/summary of one area of professional practice of faculty (supported by “evidence”)
- Classroom Assessment Techniques (CAT’s)
- Lists of professional readings in support of a specific area of professional practice (and/or PD activities)
- Development and discussion of teaching cases that present either exemplary teaching practices or problems

- Use of the Katz-Henry model, which combines peer collaboration/observations with student interviews.
- Use of appreciative inquiry process

The focus of the evaluation process is not intended to be the data/feedback alone but rather the reflection on learning that results from the examination of this information followed by determination on how that learning informs future professional practice.

3. **Engage in Reflective Evaluation of feedback/information**

True professionals in any field are constantly thinking about (reflecting on) their professional practices and how they can improve them. Such reflective practice includes identifying and scrutinizing the assumptions that under gird how we work, particularly in relation to new data/information.

Reflection can take several forms. Reflection might be “reflection-in-action” implementing new professional practice with ongoing reflection of efficacy and modification of practice (could include journal writing). On the other hand, individuals may choose to gather feedback-data and reflect on all relevant information as a concluding step. Reflections could consist of self-reflection only, reflection with a colleague, or self-identified group.

Some questions that could be considered as part of the reflective process include:

- What does feedback/data indicate in terms of the impact of practice on teaching/learning process? On student success?
- What does feedback/data indicate in terms of need for further research/learning for the faculty member?
- What aspect of new practice/innovation worked -what didn't?
- What areas of future professional development activities might be beneficial?
- What, if any, are the cross-discipline, cross-College implications?

4. **Dialogue with peers (Recommended)**

The focus of the reflective evaluation is the individual (through reflective practice), but the locus of process is the group (sharing learning with colleagues)

The intent of the process is to provide opportunities for peers to discuss pedagogy and to share the success (or challenges) of new teaching/professional practices. The individual faculty will bring a description of the area of professional practice and an analysis based on his/her reflections to present to the group for discussion,

further critical feedback, to facilitate Department/Discipline/Program wide learning. Methods of implementation could include:

- Presentation on new practice and learning by faculty member
- Facilitation of workshop on specific area of practice that advances individual and group learning.
- Presentation of results gained from in-class, scholarly research
- Discussion by members of Department/Discipline/Program on area that continues to be problematic or an area of exemplary practice.

One recommendation from the committee is that this process of sharing with peers could be facilitated by the College designating a day(s) during the accountable time period, which would be set-aside for this purpose.

Final Note

It is anticipated that a 'toolkit' of approaches, resources, suggestions for approaching evaluation will be mounted on the Douglas Development web-site.

Letter of Understanding #19

UNIT MERGERS

When College Management gives notice to Education Council of a proposed merger, i.e., the joining together of separate academic units (Departments/Disciplines/Programs) = as required by Douglas College's Planned Changes policy – the College and the DCFA will negotiate a specific merger transition agreement as per the principles of this Letter of Understanding.

1. The merging of two or more faculty groups will be done on the basis of seniority. The newly created faculty group, therefore, will have one common seniority list as defined by faculty FTE.
2. In doing the staffing plan for the new unit, work will be allocated by faculty FTE seniority as based on one's established workload. The new common seniority list for the staffing plan can only be modified in the allocation of work by seniority on the following grounds:
 - (a) Qualified to teach/program requirements
 - (b) Workload reduction/increase requirements
 - (c) The terms of one's appointment letter or
 - (d) By the addition of new faculty hires.
3. The parties will apply best practices in negotiating working condition merger issues such as Chairs/coordinators, Selection Committees, Professional Development funds, modes of instruction, and facilities and supports.
4. All faculty members will be given an opportunity to meet qualified to teach/program requirements as a condition of a merger. Faculty members who access the qualified to teach/program Selection Committee process will have the protection of Article 12.3.
5. All faculty members who will be adversely affected by a merger will have the protection of Article 12.3 re: Layoffs and Recall and the benefit of the Common Agreement's Article 6 - Regularization.
6. A specific transition agreement to merge specific academic units will be negotiated by College management and the DCFA. All affected individual faculty members will receive a written copy.

**SIGNED ON BEHALF OF
THE UNION:**

Susan Briggs
President

Robin Wylie
Vice President, Negotiations

Jennifer Kirkey
Bargaining Committee Member

**SIGNED ON BEHALF OF THE
EMPLOYER:**

Susan Witter
President

Marian L. Exmann
Associate Vice President,
Employee Relations

Tania M. Dong
Admin. Assistant to the Associate
Vice President, Employee Relations

Dr. Nick Rubidge
PSEA Chair, Board of Directors

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