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NO.	98	04	01
DATE	2001	03	31
NO. OF EMPLOYEES	500		
NO. OF MEMBERS	AH		



Douglas College

COLLECTIVE AGREEMENT

BETWEEN

DOUGLAS COLLEGE

AND

**DOUGLAS COLLEGE FACULTY
ASSOCIATION**

APRIL 1, 1998 - MARCH 31, 2001

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ARTICLE 1 - PRELIMINARY

1.2 Term of Agreement - Continuation Clause

The duration of this Agreement shall be from April 1, 1998 to March 31, 2001. 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event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.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 66 (2) of the Labour Code of British Columbia is specifically excluded.

1.3 Parties to Agreement

THIS AGREEMENT, entered into on the 17th of December, 1998.

BY AND BETWEEN

DOUGLAS COLLEGE
{ hereinafter referred to as "the College" }

AND

DOUGLAS COLLEGE FACULTY ASSOCIATION
(hereinafter referred to as the "Association")

1.4 Definitions

(a) 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.

(b) 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**.

(c) Contract Faculty

- (i) **A** contract faculty member is one **who does** not occupy a regular **faculty** position as defined in Article 1.4 (a) and (b).
- (ii) **Contract** faculty shall **receive** benefits and salary as set out in **Article** 11.1.1 and benefits as set **out** in Article 13.1.

(d) 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**.

(e) 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.

(f) Part-time Work

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

(g) 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.

(h) **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.

(i) **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.

(j) **Academic Year**

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

(k) **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.

(l) **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.**

(m) **Seniority**

FTE - FTE service shall mean all service with the College

College FTE - College FTE shall mean both regular and contract FTE service gained since first regular appointment at Douglas College

Contract FTE - Contract FTE shall mean FTE service gained in a contract appointment in a department/discipline/program.

1.9 Precedence of Agreement9 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 SECURITYARTICLE 2 - UNION SECURITY

2.1 Union Recognition/Bargaining Unit Description.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.2 Union Security/Faculty Association

- (a) The Association president and vice-president, 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 year** by September 30. **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 6.1.3.

2.3 Dues Deduction3 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).4 Union Representation (general)

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

2.6 Faculty Association Business.6 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 Director of Personnel and Labour 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.

2.8 Contracting Out.8 Contracting Out

Note: Additional provisions regarding Contracting Out are contained in the Common (provincial) Agreement dated October 23, 1998. Such Contracting Out provisions are contained in Article 6.6 on page 27 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 1.4 **(a)**, **(b)** and **(c)**.

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.

2.10 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.

ARTICLE 3 - MANAGEMENT RIGHTS

3.1 .1

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.

3.4 Union - Management Relations.4 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 5 - GRIEVANCE PROCEDURE AND ARBITRATIONARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

5.3 Interpretation53 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,

5.3.1 Grievance Procedure.3.1 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) **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,

(c) **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.

- (d) 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.

(e) 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 5.3.1 (b), 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.

(f) Formal Grievance - Step Two

If the **grievance** is not satisfactorily resolved by 5.3.1 (e), **the** matter shall **be** referred to the **appropriate Administrator who shall meet with a representative** of the **Association** within **seven (7) working days** of the **referral and** shall reply in writing within **ten (10) working days**.

(g) Formal Grievance - Step Three

If the grievance is not satisfactorily resolved by 5.3.1 (f), the matter shall be **referred** to the College President who shall meet with a **representative** of the Association within **seven (7) working days** of the referral and shall **reply** in writing within **ten (10) working days**.

- (h) If a **satisfactory settlement has** not been **reached at this point** [after 5.3.1 (g)], the matter **shall** be dealt with **by** arbitration as set **forth in** Article 5.3.2.

- (i) 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.

- (j) **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 5.3.1 (g) 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**. 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**. Time limits specified in Article 5.3 shall not be deemed to be nor construed **as** matters of technicality **but** as **matters of substance**.

5.3.2 Arbitration.3.2 Arbitration

- (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.

5.4 Amending of Time Limits.4 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,

5.6 Powers of Arbitrator/Jurisdiction and Authority.6 Powers of Arbitrator/Jurisdiction and Authority

- (i) 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.
- (ii) 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**.
- (iii) 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.

5.7 Expenses and Costs of Arbitration.7 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.

5.10 Expedited Arbitration.10 Expedited Arbitration

This procedure **applies** to arbitration of any grievance involving interpretation, application **or** alleged violation **of Article 6.6**, including any question as to whether **the grievance** is arbitrable.

The authority of an Arbitrator appointed **to** resolve **a** grievance arising from Article 6.6.2 (d) **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 6.6.5 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 6.6.6 **(a)**.

Article 5.3.2 (c) - (f) inclusive **applies** to this expedited procedure.

Arbitrator's List

A **sole** arbitrator system shall be used. Selection of the arbitrator shall be made by the process **of** elimination from the following:

- (1) Dalton Larson
- (2) Lynn Smith.

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 6.6.2 (d) or Article 6.6.5;**
- (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.

ARTICLE 6 - SENIORITY, POSTINGS AND VACANCIES, SELECTION COMMITTEES, HIRING PROCEDURE
ARTICLE 6 - SENIORITY, POSTINGS AND VACANCIES, SELECTION COMMITTEES, HIRING PROCEDURE

6.1 Seniority

6.1.1 Calculation of

Unless otherwise stated, wherever FTE service is referred to in this agreement, it shall mean FTE service in the department/discipline/ program.

6.1.2 Seniority Lists

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

6.1.3 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 discipline, to the appropriate Chair, and to the Association; the lists shall indicate which courses a faculty member is qualified to teach.
- (f) 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.

6.1.4 Seniority - Regular Faculty.1.4 Seniority - Regular Faculty

- (a) 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,

6.1.5.1.5

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.

6.1.6.1.6

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 of the department/discipline/program where they wish to accrue FTE service with a copy to Personnel and Labour Relations.

6.2 Hiring.2 Hiring

- (a) Prior to being appointed to a regular position all faculty must have successfully completed two years in a probationary appointment.

6.2.1 Written Contracts.2.1 Written Contracts

- (a) 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.

- (b) Faculty **members** shall **be given a copy** of any employment notice affecting their own employment,

6.2.2 Probation - Contract Faculty.2.2 Probation - Contract Faculty

- (a) Where a contract faculty member receives two consecutive unsatisfactory evaluations during his/her second **year of FTE service, he/she shall be terminated at the end of his/her existing contract.**

6.2.3 Probation - Regular Faculty.2.3 Probation - Regular Faculty

- (a) 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.
- (b) 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 , such a termination will be grievable beginning at Step 2 (5.3.1 (g)) **of** the grievance procedure,
- (c) 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.
- (d) 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 assignment. 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.
- (e) 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,

- (f) 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.
- (g) Personal **leaves** of absence **without pay will** not ordinarily be **granted** to faculty during his/her probationary **period**.

6.3 Job Postings and Vacancies.3 Job Postings and Vacancies

6.3.1 .3.1

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. The job description and the job advertisement will **then** be drawn up in consultation with **appropriate department/discipline/program Selection Committee**.

6.3.2 .3.2

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.

6.4 Selection Committees.4 Selection Committees

6.4.1 Structure.4.1 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**.

6.4.2 Eligibility for Election.4.2 Eligibility for Election

AH 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**.

6.4.3 Establishing Criteria and Qualifications.4.3 Establishing Criteria and Qualifications

The Selection Committee shall determine the necessary criteria and qualifications for the positions to be filled. One of the criteria for assessing candidates shall be the relative accrued FTE service of the candidates within the department/discipline/program.

6.4.4 Responsibilities of Selection Committee.4.4 Responsibilities of Selection Committee

- (a) 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.
- (b) The Selection Committee shall conduct all interviews to determine whether applicants meet the qualifications and criteria for a regular position and identify the courses they are qualified to teach in the discipline/ program.
- (c) All applications for posted positions shall be in writing and shall be reviewed by the Selection Committee or its designate(s).

Responsibilities of Selection Committee - Contract Faculty Responsibilities of Selection Committee - Contract Faculty

- (a) The Selection Committee shall prepare an inventory of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This list shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the Chair who will, when requested, communicate same to any interested party,
- (b) 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.
- (c) Decisions at all levels of this selection process will be based on the criteria described in the above clause.

- (d) The Selection Committee **shall** review the inventory of contract **teaching** candidate(s) **annually** and shall **revise**, if **necessary**, the selection criteria. When necessary, the process as specified above, **shall** recommence.

6.5 Hiring Procedure.5 Hiring Procedure

- (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**. 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.
- (b) **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.

6.5.1 Internal Selections for Regular Faculty6.5.1 Internal Selections for Regular Faculty

- (a) 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.
- (b) A **faculty member** shall not work **as** a regular employee, if he/she maintains **full-time** employment elsewhere.
- (c) The Selection Committee shall **assess the** candidates **to** ensure they meet **the** qualifications **and** criteria established by the Selection **Committee** for a **regular** position.
- (d) **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.

- (e) 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 regular status 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.
- (f) 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.
- (g) 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.

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.
- (h) 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.

6.5.2 External Selections for Regular Faculty **6.5.2 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 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.
- (e) **Should** the Deaddesignate 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) A faculty **member** shall not **work as a regular employee**, if he/she **maintains** full-time employment **elsewhere**.
- (h) **In** the event **that the** short list **is exhausted**, **and** the **College** still **intends to** fill the position, the selection **process** shall recommence.

6.5.3 Selection of Contract Faculty - Offering Contracts to Existing Contract Faculty.5.3
Selection of Contract Faculty - Offering Contracts to Existing Contract Faculty

Whenever a need **arises for** contract faculty, it shall be filled **by the** following **process**:

- (a) **Persons** on a contract faculty list **who** have **successfully** taught for a **minimum of one year FTE service** within a department/discipline/program, shall be offered in order **of FTE service**, available contracts for which **they** **are** qualified according to **the** following **process**. Contracts shall be offered **in** writing.
- (b) A contract faculty member shall be deemed to **have** taught successfully unless **an** evaluation carried out under **Article 6.1.1 Probation/Evaluation**, has been completed and the **appropriate** Dean has recommended that no other **contract** be offered to the instructor,
- (c) If **the** contract faculty member with the **most FTE service** **refuses** an **available** contract **or** contracts, **the** contract **or** **contracts** 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 discipline/ program, until no other contract faculty with **a minimum one year** of FTE service are available.

- (d) 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 one year** of FTE service in the department/discipline/program or by using the selection procedure identified in **Article 6.4.10 (h)**.
- (e) If a contract faculty member **refuses** all **work** at the College in the department/discipline **for** two consecutive **semesters** or does not work **in** the department/discipline 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 12.1 **and** 12.6, then the faculty member loses all accumulated FTE credit in the department/discipline.

6.5.4 Selection of Contract Faculty - Selection of New Contract Faculty.5.4 Selection of Contract Faculty - Selection of New Contract Faculty

- (a) Whenever a need **arises for new contract faculty**, the following **process** shall **apply**.
- (b) From the contract faculty inventory list compiled by the Selection Committee, the Chair shall designate contract section assignments in accordance with the provisions contained in Article 9.4 and forward these recommendations to the **appropriate** administrator.
- (c) **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 for an alternate contract instructor,
- (d) **Should** the Administrator responsible not **wish** to follow the Chair's recommendation, he/she will meet **with the Chair**, provide **rationale**, and **attempt** to resolve the matter. If agreement cannot be reached, the appropriate Vice-president shall **arbitrate**,
- (e) **In the event** that the inventory is **exhausted** and time does not permit this process to be followed, the Administrator responsible and the Chair or his/her designate shall jointly **agree** on the appointment. If the Chair or

designate is not available the Administrator responsible shall make the appointment.

- (f) 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,
- (g) **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.
- (h) 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.
- (i) **As of the dates** set out in section (xii) 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**.

6.5.5 Selection 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.
- (b) Effective September I, 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**.
 - (i) One section of release time annually (**one** three-credit equivalent section) for each 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 discipline.

(c) Whenever a **vacancy arises for a Chair** position it shall be **filled** by the following **process**:

- (i) All **regular faculty** members of the discipline(s) or program(s) or closest **related discipline(s) or program(s)** 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.

The Dean 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 will offer an appointment to the faculty member so elected and will advise the Personnel and Labour Relations Department, in writing, of the name of the elected Chair and any associated time release,

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)

- (iii) **The incumbent(s)** can be removed at any time from the position of **Chair** by a **majority vote** of the regular faculty members present and voting at a **duly called meeting** of the **discipline(s) or 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.

6.5.6 Selection of Program Co-ordinators.5.6 Selection of Program Co-ordinators

Vacancies for Program Co-ordinators will be **filled in** accordance with the **following procedures**. The Selection Committee shall establish the qualifications and criteria **for the** Co-ordinator. 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** Co-ordinator. The Selection Committee may recommend **to** the Dean that only internal candidates **will** be considered. Internal candidates **must** have two **(2)** years **of** FTE service. Should the Dean 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 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/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/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.

6.5.7 Selection of Administrators.5.7 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.

6.6 Layoff and Recall

6.6.1 Regular Faculty who do not Qualify for Severance

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.

This provision applies to regular faculty hired commencing with or subsequent to the Fall 1993 semester who have not completed his/her 2 year probationary appointment and two years in a regular position, at the time the faculty member's position becomes unnecessary

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:**

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

Where this occurs the **faculty** member affected shall be given three (3) months notice of the end of his/her appointment, **He/she** shall revert to contract status along with all accrued FTE service and shall **have** first right of recall for two calendar years from date of notice of lay-off for **subsequent** regular assignments as appropriate.

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

A faculty member **who refuses** a recall shall lose **all recall** rights **and** be limited to less **than** half-time contract work, **He/she** will not be considered

for future regular positions. As per Article 6.4.10 (g), if he/she refuses all work at the College in the discipline/ **program** for two consecutive **semesters** or does not **work** in the discipline as a faculty member for a **period of two years** before the beginning of the **relevant** contract, except where he/she are on pre-approved leave **inclusive of maternity, paternity, adoption leave in accordance with clauses 12.10 and 12.16**, then the **faculty member loses all accumulated FTE credit in the department/discipline/program.**

6.6.2 Regular Faculty Who Qualify for Severance.

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 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 6.6.2 to 6.6.9 shall apply.**

6.6.3 .6.3

- (a) 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 F.T.E. service with the College since the starting date of the faculty member's first regular contract.**
- (b)
 - (i) **Where a faculty member in a department/discipline/program has been identified under 6.6.2 (a) 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 6.6.2 (a) shall not apply to the faculty member identified.**
 - (ii) **In the event Article 6.6.2 (b)(i) 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 since the starting date of the faculty member's first regular contract. This process will continue in reverse order of FTE service with the College (least to most) since the starting date of the first regular contract until a faculty member's position in the department/discipline/program has been identified.**

- (c) Any dispute **as** to the relevant **department/discipline/program** would be resolved at the Labour-Management Relations Committee.
- (d)
 - (i) **Should any** question be **raised** by a faculty member or 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.
 - (ii) 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 5.3.1 and 5.3.2. A grievance filed pursuant to this clause may be filed **at Step 3 of** the **grievance** procedure,
 - (iii) Should the Association refer an issue raised **under Article 6.6.2 (d)** to arbitration, the **parties** will **attempt** to expedite the arbitration proceeding within the notice period **provided** the affected faculty member.

6.6.4 .6.4

A faculty member, having been identified in 6.6.1 and 6.6.2, **will** not receive a **contract** renewal while the **process** (6.6.4 through 6.6.9) is under way; but will instead be deemed to have his/her **former** contract extended indefinitely to the point that either:

- (a) he/she has satisfactorily **spent** a **year** in his/her newly **assigned position**, **after** which a **three-year** contract **would** be issued; **or**
- (b) **he/she** receives severance **pay** and **leaves** the **employ** of **the College**.

6.6.5 Reassignment.6.5 Reassignment

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

6.6.6 .6.6

The Administrator, after consultation with **the** faculty member **and** receipt of the relevant **department/discipline/program/Selection Committees'** advice, would determine if the affected faculty member, 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 (5.3.1 (f))**. If **the grievance** is not resolved, it shall be subject to arbitration by a sole arbitrator chosen from a previously agreed-upon list.

6.6.7 .6.7

- (a) For the **purposes of Article 6.6.5 above**, a **position would** be deemed to **exist if there was**,
- (i) a recognized vacancy for a regular position, or,
 - (ii) sufficient on-going work equivalent to his/her established **workload**.
- (b) **A faculty** member who has been declared redundant by operation of 6.6.2 (b) (seniority **bypass**) shall **have the option of** remaining as a **part-time** regular faculty member provided he/she can be assigned to **perform a workload of** half-time or greater.

Such a part-time regular faculty member shall be offered additional **work up** to a full **workload** for which he/she is **qualified**. Salary and benefits shall be prorated accordingly,

6.6.8 .6.8

If the **affected faculty member** is unable to be **reassigned** to one of the **positions** outlined in **Article 6.6.6**, 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.

Where a faculty member is eligible to be reassigned in **accordance with** Clause **6.6.5 and 6.6.6**, 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.

6.6.9 Notification and Consultation.6.9 Notification and Consultation

- (a) **The** College shall, **as soon as possible** in **advance** and no later than one (1) month **prior** to the date of notice in 6.6.8 **above**, 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.

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

6.6.10 .6.10

In addition to any severance pay a faculty member is entitled to, he/she shall also be notified in writing four (4) months in advance of any pending termination under this clause. The College may offer pay in lieu of notice. The Association will also receive a copy of such notice,

6.6.11 Recall.6.11 Recall

If there is a vacancy for a regular faculty position in a specific discipline or program, the College shall offer reappointment to those regular faculty members who have been terminated under 6.6 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. Such offers of reappointment 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 the Personnel Department 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,

A faculty member who rejects a recall to a regular position shall be deemed to have resigned from the College.

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 6.6.7 .

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,

Where a faculty member is recalled after being terminated, and where the number of months of termination prior to re-commencing work is less than the number of months of severance pay received by the faculty member, the faculty member shall refund the balance of his/her severance pay to the College.

Post-mobationam 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.

6.6.12 Records.6.12 Records

College personnel files pertaining to faculty members, whose appointments are terminated under this Article, shall explicitly state the reasons for termination identified in Article 6.6.1.

6.6.13 Education Council Chair.6.13 Education Council Chair

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.

ARTICLE 7 - EVALUATIONARTICLE 7 - EVALUATION

7.1 Evaluation.1 Evaluation

7.1.1 Contract Faculty Evaluation7.1.1 Contract Faculty Evaluation

- (a) Commencing with his/her second year of FTE service, contract faculty shall receive formal evaluations in accordance with this Article.
- (b) Where a contract faculty member receives two consecutive unsatisfactory evaluations during his/her second year of FTE service, 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.

7.1.2 Regular Faculty Evaluation7.1.2 Regular Faculty Evaluation

Probationary Regular Faculty

- (a) All evaluations during the probationary period shall be as follows: at least once per year (no more than twice per year with a minimum of sixty (60) days between), the Administrator responsible 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 administrator evaluation
 - (iii) Written student evaluations (where applicable)
 - (iv) Written self-evaluation by the probationary **faculty** member
 - (v) Other methods agreed to by the Selection Committee, **and** by the Administrator responsible; or, at the initiative of the probationary faculty member, and in consultation with the Selection Committee and Administrator elements of the Douglas College Teaching Excellence **Program** may be used to provide information relevant to the probationary evaluation.
- (c) The Evaluation report will 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.

Post-Probationary Regular Faculty

Evaluation by the College of a faculty **member's** performance shall be **carried** out by methods developed in consultation between the College and the Association. Any such evaluation shall be constructed and conducted in a fair and **reasonable manner**

7.5 Access to Information in the Evaluation File.5 Access to Information in the Evaluation File

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

ARTICLE 8 - PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 Personnel Records8.1 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 Personnel 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 DCFA will be notified in writing that the document has been removed.

8.2 Discipline .2 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, without **just** cause.
- (b) **Where** a contract faculty member or probationary regular faculty member has received **an unsuccessful** evaluation **as** per Article 6.1.1, **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, **In all** other cases a contract faculty member or probationary **regular** faculty member shall not be disciplined, suspended, or discharged without **just cause**.

8.2.1 Discipline - Professional Competency (deleted)

8.2.2 General Provisions.2.2 General Provisions

- (a) Clause 8.2.1 does not **supersede** the right of **the** faculty to **appeal** any suspension to the College Board, **pursuant to Section 28(1) of the College and Institute Act**.

- (b) Timelines as specified in Clause 8.2.1 ~~may~~ be waived by written agreement between the College and the Association.

8.2.3 Conflict of Interest - deleted

ARTICLE 9 - JOB SECURITYARTICLE 9 - JOB SECURITY

9.4(a) Creation of Regular Positions.4(a) Creation of Regular Positions

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

- (i) In January and February 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.
- (ii) This review shall account for instructional work already committed to as part of the ongoing workload of full-time and part-time regular faculty
- (iii) 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.
- (iv) The College shall review the summaries of the Education Plan and identified available work with the departmental Association representative or designate by April 15.

The departmental 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.

9.4(b) Offering of available regular work.4(b) Offering of available regular work

- (i) Work identified as available work in accordance with Article 9.4 (iii) shall be offered to faculty in the discipline/ program in the following priority order, subject to scheduling requirements and faculty being qualified for the available work:
 - (ii) part-time post-probationary regular faculty in order of FTE service up to a full workload.

- (iii) part-time **probationary** faculty in order of FTE service **up** to a full **workload**.
- (iv) **Part-time regular faculty** will be initially offered additional available work **by April 15**. 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**.
- (v) 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 (iv) and (v) until the work **has been offered** to all qualified part-time regular **faculty** who *are* available and can be scheduled to provide **the** instruction.
- (vi) **Where** available instructional **work** remains after the process set **out** in (iv) to (vii) **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:
1. qualified post-probationary regular **faculty** with recall rights in order of FTE service as a **regular** employee in the discipline/program.
 2. **qualified probationary regular faculty** with recall rights in order of FTE service as a regular employee in the department/discipline/program.
 3. through **the** internal **selection process**.
 4. through **the** external selection **process**,
- Full-time positions, as **opposed to part-time** positions, will be established where possible,
- (vii) 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,
- (viii) 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 (iv) to (viii).

- (ix) 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.
- (x) Except **as** otherwise filled through (xi), 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.
1. part-time post-probationary regular faculty in order of FTE service up to a full workload.
 2. part-time probationary regular faculty in order of FTE service **up to a full** workload.
 3. contract faculty.
- (xi) Work awarded under (x) 1 and 2 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.
- (xii) Nothing in this Collective Agreement prevents the College from establishing **an** ongoing regular position where the College determines an ongoing regular position is required.

9.4(c) Established Workload.4(c) Established Workload

- (i) 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.
- (ii) Ongoing workload becomes part of **his/her** established workload at the time of assignment.
- (iii) Once work has become part of a **faculty** member's **established workload**, the provisions of Article 6.6 shall apply where there is a reduction **in this workload**.

9.6 Payment for Preparation of Courses Not Taught.6 Payment for Preparation of Courses Not Taught

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.

9.7 Cancellation of Contracts.7 Cancellation of Contracts

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

9.7.1 .7.1

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

- (a) When minimum class size is not reached, or
- (b) to provide a regular faculty member with a full load.

Such action would not be subject to the grievance procedure.

9.7.2 .7.2

If four months' notice of intended termination is given, 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.

ARTICLE 10 - HOURS OF WORK /WORKLOAD ARTICLE 10 - HOURS OF WORK /WORKLOAD

10.2 Contact Hours0.2 Contact Hours

(a) <u>Type of Instruction</u>	<u>Contact hours</u>
Classroom Related	16
Reality Environment	18
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 10.2 (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/Co-ordinator and Administrator for** approval.

Notwithstanding **Article 12.2 (d) and 12.2 (c)** 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 9.4 (xiii)**, 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 course** outline 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**.
- (g) Placement of **disciplines/programs** within this policy shall be undertaken by the Administrator responsible, in consultation with the faculty members in the **discipline** or **program**.
- (h) 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**.
- (i) 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**.
- (j)
 - (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 6.4.10 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 10.2 (j)(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.

10.2.1 .2.1

No contract faculty member shall be **refused a contract** as a result of **the application of sections 10.2 (h) or 10.2 (i)**. if a contract faculty member should lose **work** through withholding consent **under** Article 10.2 (h) or 10.2 (i), **the College** shall **attempt** to reschedule **the** contract instructor's work **assignment**, such **rescheduling** to be subject to **the operational requirements** of the College.

10.2.2 Counsellors, Librarians & Community Programmers.2.2 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 10.2, their **workload** shall be prorated.

10.2.3 Student Interview Hours.2.3 Student Interview Hours

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

10.3 Overloads.3 Overloads

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**),

10.4 Assignment.4 Assignment

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

10.4.2 Assignment of Other Duties.4.2 Assignment of Other Duties

- (a) The **College may** allocate program/curriculum development projects **or** special projects to **faculty and** on **such occasions** shall provide **adequate time to** accomplish the agreed-upon **task**.
- (b) The **Association shall be provided with** details of **such** time releases, including the **faculty** member involved, **the** amount of time provided, and **the** duties undertaken. **This** applies to those normally teaching **but** released **from** teaching.
- (c) In the case of **program development projects of** duration of **one** semester or more, notice shall be **given** to all faculty of the **proposed** projects and applications invited. Selection and appointment shall be in accordance ~~with~~ **the** principles of **Article 6.4**.
- (d) In the case of **program development projects of** duration of **less than one semester**, the **advice of** the appropriate discipline **or** program **group will** be sought **prior to the appointment** of personnel **to the project**.

10.5 Travel.5 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) A **mileage** allowance of 29 cents per kilometer will be paid for authorized **College travel 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) 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 10.5 (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 07 (Business)** premium **that is over and above that** for **Class 02 (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 07** vehicle **insurance when necessary**.

10.9 General Provisions - Reduced Workload General Provisions - Reduced Workload

- (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 shall not be eligible for contract work,

10.9.1 Temporary Workload Reduction 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 12.15 - Leave of Absence Without Pay. A temporary workload reduction is **for a period** of time not to **exceed** two (2) years.

10.9.2 Permanent Workload Reduction.9.2 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 fulfil non-instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the Dean. **Should** the Dean 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 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 9.4.

10.9.3 Office Space10.9.3 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 following consultation with the affected faculty.

10.9.4 Parking, 9.4 Parking

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

10.10 Professional Development Process, 10 Professional Development Process

- (a) **Each department 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 department **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 department's representative to the Educational **Leave Committee**; this elected member shall serve **for two** (2) academic years.
- (e) The department/discipline 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 10.10**.
- (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 10.10 (g)** that **have** not been recommended by the Professional Development Committee.
- (g) A budget of \$500 for **each full-time** equivalent faculty member as of October 31st prior shall be allocated to **each** department 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 departmental basis,

- (h) Three times a year - March 30, September 30 and January 30 - the College shall provide the departmental Professional Development Committee with a listing of the departmental professional development funds committed and expended.

10.10.1 Orientation of New Faculty.10.1 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.

10.10.2 Professional Development Program.10.2 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.

10.10.3 Normal Duties.10.3 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) 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.

ARTICLE 11 - SALARIES

11.1 Salary Scale **11.1 Salary Scale - There is no change to the salary schedule until April 1, 2000.**

Step	Annual Salary April 1, 1997 to March 31, 1998	Step	Annual Salary April 1, 2000 to March 31, 2001
14	43900		
13	45400	13	<u>45859</u>
12	46900	12	<u>47214</u>
11	48400	11	<u>48609</u>
10	49900	10	<u>50045</u>
9	51400	9	<u>51524</u>
8	52900	8	<u>53046</u>
7	54400	7	<u>54614</u>
6	55900	6	<u>56227</u>
5	57400	5	<u>57889</u>
4	58900	4	<u>59599</u>
3	60400	3	<u>61360</u>
2	61900	2	<u>63173</u>
1	63400	1	<u>65200</u>

11.1.1 Salary Schedule

April 1, 1997 - March 31, 2000 (unchanged)

	Contact Hours	Per Semester Credit*	Monthly Equiv. **	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	\$1558	\$4674	\$1079	\$67.44
Reality Environment	18	1558	4674	1079	59.94
Simulation Environment	24	1558	4674	1079	44.96
Individual Learning	24	1558	4674	1079	44.96
Practicum Supervision	32	1558	4674	1079	33.72
Counselling/Research and Development/Librarian Related/Community Programmers	35	1558	4674	1079	30.83

	<u>April 1, 2000 - March 31, 2001</u>				
	Contact	Per Semester	Monthly	Weekly	FT Hourly
	<u>Hours</u>	<u>Credit"</u>	<u>Equiv.**</u>	<u>FT</u>	<u>Rate</u>
				<u>Equiv.</u>	
Classroom Related	16	<u>\$1589</u>	<u>\$4768</u>	<u>\$1100</u>	<u>\$68.75</u>
Reality Environment	18		<u>4768</u>	<u>1100</u>	<u>61.11</u>
Simulation Environment	24	<u>1589</u>	<u>4768</u>	<u>1100</u>	<u>45.83</u>
Individual Learning	24	<u>1589</u>	<u>4768</u>	<u>1100</u>	<u>45.83</u>
Practicum Supervision	32	<u>1589</u>	<u>4768</u>	<u>1100</u>	<u>34.38</u>
Counselling/Research and Development/ Librarian Related Community Programmers	35	<u>1589</u>	<u>4768</u>	<u>1100</u>	<u>31.43</u>

This is inclusive of vacation pay.

* Presumes standard 3-credit course

** Normal monthly maximum

11.1.2 Salary Rate.1.2 Salary Rate

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

11.1.3 Music Instruction.1.3 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**.

11.1.4 Guided Study Course Contracts.1.4 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**.

11.3 Payment of Salaries.3 Payment of Salaries

Effective April 1, 1997 Regular faculty **shall** be paid semi-monthly.

11.3.1 Payment of Salaries.3.1 Payment of Salaries

Effective May 1, 1997 Contract **faculty shall be paid** ~~semi-monthly~~.

11.3.2 Required Deductions.3.2 Required 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.

11.4 Initial Placement on Salary Scale.4 initial Placement on Salary Scale

Effective **April** 1, 1996 existing regular faculty hired into positions **starting** with the Fall 1993 semester and before **April** 1, 1996 will **receive** scale adjustments, **using** the **existing** Douglas College **scale, and** determined **as follows**:

- (i) For **each** faculty member it will **be assumed** that at time **of hire they** were placed on scale using qualifications and **experience** to a maximum of **Step 4** of the existing **scale**.

The **language to be** used for this scale placement **will be the scale** placement **language from the 1990/91 Douglas College/DCFA Collective Agreement** or the revised scale placement language as **set** out below for new regular employees, whichever **puts** the **faculty** member at, or closest, to step 4.

- (ii) **Added to this scale placement** adjustment will be FTE service **for** increment **step purposes** since the date of hire into a **regular** position. (This **has** already been calculated **as part of** the **existing** system of **scale** placement and **salary** progression).

Faculty **will** then be **moved** on the **Douglas** scale to this new step on **scale rate** retroactive to April 1, 1996.

- (iii) The **new scale placement** on the **existing Douglas College** scale **will** then be **used** to determine the **new salary** step on **scale as per** the framework **agreement (April 1, 1997)**.

The same **process** to determine the **step** on scale **will** be applied to regular **faculty** hired after **April 1, 1996 up to and including** regular faculty hired **for the Winter 1997** semester **except** that **any** retroactive adjustment **will** be limited to the date of hire.

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

Commencing with employees hired after the Winter 1997 semester initial placement on **scale shall be** determined on **the** common salary scale developed through the **industry framework** negotiations.

However, in no case **can this** scale placement language result in **scale** placement on the **framework** scale **above** the annual increment **step** closest to **\$49,710** (rounded to the nearest dollar). (This figure represents **Step 4** on our current scale including the **.88% increase**.)

The following criteria shall **be used** to determine the number of steps beyond Step 1 **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 Ph.D 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** (\$49,710) the **faculty** member will **be** credited with the appropriate increment **step,** not to **exceed** the **maximum** \$49,710).

Experience credited as teaching **experience** cannot **be** used for **work experience,**

Conventions for calculating and identifying work/educational **experience and** qualifications **shall** be the same as existed **prior** to the implementation of the 1992 Collective Agreement,

11.8 Advancement on the Salary Scale.8 Advancement on the Salary Scale

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

ARTICLE 12 - LEAVE, PAID AND UNPAID ARTICLE 12 - LEAVE, PAID AND UNPAID

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated October 23, 1998. Such Leave provisions are contained in Article 7 commencing on page 28 of the Common Agreement.

12.1 General Holidays.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.

12.2 Vacation.2 Vacation

- (a) The faculty contractual year will consist of **twelve** (12) ~~months~~ of which two (2) months shall be the vacation period.
- (b) 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.
- (c) 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.

12.6 Educational Leave.6 Educational Leave

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated October 23, 1998. Such Leave provisions are contained in Article 7 commencing on page 28 of the Common Agreement.

12.6.1 .6.1

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.

12.6.2 .6.2

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.

12.6.3 .6.3

All **regular faculty** members are eligible for **the two** options specified in 12.6.5 and 12.6.6, 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**. Where **applications** are **of equal** merit, **faculty** members who have not previously **had** leave **will** be given preference.

12.6.4 .6.4

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**.

12.6.5 .6.5

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

12.6.6 .6.6

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

12.6.7 .6.7

Variations in the dates of Educational Leave are possible.

12.6.8 .6.8

Faculty on Educational **Leave** shall **receive** as **salary** 80% of the **salary** a faculty member would otherwise **receive were he/she** not on **leave, unless** the faculty member receives **a** grant, bursary, stipend, salary or other award, the value of **which exceeds** 20% of salary during the **leave period:** should this occur, **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. **There is** no limit to the amount of grants a faculty member **may receive** on leave.

12.6.9 .6.9

The College will expend an amount equal to 2% 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.**

The **Association** shall **be** notified of **this** amount **based** on **the** nominal roll **as** of January 1.

12.6.10 .6.10

Three times **a year** - March 30, September 30 and January 30 - the College shall **provide** the Association **with** a list **of** the funds committed and **expended for** Educational **Leave purposes.**

12.6.11 .6.11

Members of the faculty on Educational Leave will receive **any** salary adjustments **for which they** would normally be eligible. **The** College **will** continue its full contributions to **the** benefit plans outlined in **Article 13** **for** faculty members on Educational **Leave.**

12.6.12 .6.12

Travelling **expenses** or **special** allowances **awarded** under terms **of any** scholarship or grant will not affect the faculty member's salary.

12.6.13 12.6.13

The College's contribution **towards** the Educational **Leave** salary shall be a debt by the faculty member to the College which shall be cancelled after **a period** of one year's FTE service following a one-semester leave or two years' FTE service following a one-year leave; any debt adjustment shall be in these proportions.

12.6.14 .6.14

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

- written applications are to be submitted to the Administrator responsible, who will circulate the application to the appropriate groups (e.g. discipline, program, campus) **and** the applicant's Vice-president for **comment on the value** of the Educational Leave and the desirable form of replacement.

the application together **with** the comments and recommendations will then be submitted to the Educational Leave Committee, **with a copy to the applicant.**

the Educational **Leave** Committee will request the applicant to appear before the Committee **to support his/her application.**

12.6.15 .6.15

The Educational Leave Committee will consider all applications submitted by the October **15** date, **and** by January **15** will forward their **ranked recommendations** together with their rationale for same **to** the College President. The Committee's report will **state** which applications it believes should be granted. The committee will send **a** copy of its report to the **applicants.**

12.6.16 .6.16

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

12.6.17 .6.17

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.**

12.6.18 12.6.18

The Educational Leave Committee shall be composed of one representative elected from each department/area Professional Development Committee, and the Administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one (1) calendar year.

12.6.19 .6.19

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.

12.6.20 .6.20

Faculty are required within two months of returning to submit a final report to the Administrator responsible 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,

12.6.21 .6.21

Time spent on Educational Leave under this article shall count as full-time equivalent (FTE) service for the purposes of Article 6.6.

12.6.22 .6.22

Upon returning from any leave of absence under Article 12.9 to 12.16 inclusive or Article 12.6, 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 6.6.

12.9 Bereavement Leave.9 Bereavement Leave

Note: An additional provision regarding Bereavement Leave is contained in the Common (provincial) Agreement dated October 23, 1998. Such Bereavement Leave provision is contained in Article 7.6 on page 28 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,

12.10 Maternity, Parental and Adoption Leaves.10 Maternity, Parental and Adoption Leaves

- (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) An employee on his/her written request for parental leave is entitled to a leave of absence from **work**, without **pay**, for a period of **fifty-two** (52) consecutive weeks (inclusive of maternity leave) or a shorter period as requested by the **employee**, commencing:

in the case **of** the natural mother, immediately following the end of the maternity leave taken under Article 12.10 (a) unless the employer and employee agree otherwise,

and in the case **of** a natural father, following the birth of the child and within the fifty-two (**52**) week period after the birth date of the **new** born child, and

(ii) in **the case of** an adopting mother **or** father, following the adoption of the child and within the **fifty-two** (52) **week** period after the date of **the** adopted child comes into the **actual** care and custody **of** the mother **or** **father**.

(iii) A request made under 12.10 (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 12.10 (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**, 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.

(ii) An employee on maternity leave shall **have** service credited for the length of the leave to a maximum of 52 weeks for the purposes of increments.

(iii) An employee on maternity, parental or adoption leave shall continue to accrue FTE service for the length of the leave to a maximum of 52 weeks.

12.13 Jury Duty and Court Appearance.13 Jury Duty and Court Appearance

Note: An additional provision regarding Jury Duty and Court Appearances is contained in the Common (provincial) Agreement dated October 23, 1998. Such Jury Duty und Court Appearances provision is contained in Article 7.8 on page 29 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 hisher 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 8.2.1.
- (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 travelling and meal **allowances** not reimbursed by the College.

12.15 General Leave, Unpaid.15 General Leave, Unpaid

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated October 23, 1998. Such Leave provisions are contained in Article 7 commencing on page 28 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 3 1st** of the **year** of expiration stated in the contract to **August 3 1st 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, 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.**

12.15.1 Leave of Absence Without Pay - Contract Faculty.15.1 Leave of Absence Without Pay - Contract Faculty

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated October 23, 1998. Such Leave provisions are contained in Article 7 commencing on page 28 of the Common Agreement.

Contract instructors who are unable to fulfil 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).

12.15.2 Deferred Salary and Guaranteed Leave.15.2 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 10.9 (b)**

12.16 Political Leave.16 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 Collage'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 12.15.**
- (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.**

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

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.

13.1 B.C. Medical Services Plan.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.

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.

13.2 Extended Health Benefits.2 Extended Health Benefits

Note: Additional provisions regarding Health and Welfare Benefits are contained in the Common (provincial) Agreement dated October 23, 1998. Such Leave provisions are contained in Article 9 commencing on page 30 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 \$250.00 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.

13.3 Dental Plan.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 **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 13.**

13.4 Group Life insurance and Accidental Death and Dismemberment.4 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.**

13.5 Sick Leave.5 Sick Leave

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.

13.5.1 Short Term Income Protection Program.5.1 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 eighty two (182) 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 and professional development

13.6 Long Term Disability.6 Long Term Disability

A faculty member absent more than two hundred and twelve (212) 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 employee and as a result benefits are not 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.

13.7 Pension and Retirement Provisions (College Pension Act).7 Pension and Retirement Provisions (College Pension Act)

Faculty **must** contribute **unless exempted** by the Superannuation Commissioner following a resolution of the College Board made within thirty (30) days of beginning employment. The Act should be consulted for details.

13.10 Contract Faculty Benefits.10 Contract Faculty Benefits

- (a) Contract appointments that fall under Article 1.4 (c) 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 11.1.1.

- (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 14 - PROTECTION OF EMPLOYEES ARTICLE 14 - PROTECTION OF EMPLOYEES

Note: Article 2 - Harassment contained in the Common (provincial) Agreement dated October 23, 1998 supercedes local provisions on Harassment. Please refer to Article 2 - Harassment commencing on Page 2 of the Common Agreement.

14.3 Human Rights/Discrimination.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 14.3 (a) shall be interpreted **as** prohibiting the **parties** from jointly agreeing to an affirmative **action** program.

14.5 Technological Change.5 Technological Change

14.5.1 Notice.5.1 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**.

14.5.2 Data to be Provided.5.2 Data to be Provided

The notice and description mentioned in 14.5.1 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 14.5.5)**.

14.5.3 Notice to Employees Affected.5.3 Notice to Employees Affected

The notice mentioned in 14.5.1 and **the** information specified in 14.5.2 shall **also** be **given to the** employee or employees **who will be affected by** the technological change.

14.5.4 Consultation.5.4 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.

14.5.5 Resulting Agreements.5.5 Resulting Agreements

Agreements reached between the **parties** under 14.5.4 **shall** be concluded in **writing and** such agreement shall have the **same effect as** the provisions of the existing **Collective Agreement**.

14.5.6 Failure to Agree.5.6 Failure to Agree

Where the parties do not **reach** agreement within **sixty (60) days** of the commencement **of** formal consultation under 14.5.4, and **where** various matters relating to the affected **employees** remain **unsolved**, either **party may** refer the matter to arbitration under **Article 5.3.2**.

14.5.7 Effect of Dispute Resolution on Introduction of Technological Change.5.7 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 14.5.5 or arbitration.

14.5.8 Grievances Pertaining to Technological Change.5.8 Grievances Pertaining to Technological Change

Grievances over the application, operation, **or** alleged violation of Article 14.5 shall commence at the level of the College President (*see Article 5.3.1 (g)*).

14.5.9 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 6.6.

14.8 Copyright.8 Copyright

Note: Additional provisions regarding Copyright are contained in the Common (provincial) Agreement dated October 23, 1998. Such Copyright provisions are contained in Article 5 commencing on page 17 of the Common Agreement.

14.10 Indemnity: Liability Insurance.10 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.

14.12 Health and Safety.12 Health and Safety

Disputes arising out of this article will not be subject to the grievance procedure but will be dealt with by the Health and Safety Committee.

14.12.1 14.12.1

The Association shall appoint one faculty representative to the College's Health and Safety Committee as required under Section 4 of the W.C.B. Industrial Health and Safety Regulations. A copy of all minutes of the Health and Safety Committee meetings shall be forwarded to the Association.

14.12.2 14.12.2

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 a DCFA steward present at any meeting or investigation called into the incident.

14.15 Retirement Policy.15 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 **and** advises **the** College in writing prior to retirement that **he/she** wishes to instruct **as a** contract faculty member, shall retain FTE service **for** the purposes of claiming contract work of less than half-time.

Benefits will be made available to these faculty in accordance **with Article 13.10** until **age seventy**,

14.22 Administrators Right to Instruct.22 Administrators Right ta 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** full-time faculty member.

14.23 Administrators Moving Into Faculty Positions.23 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 6.1 for **all** instructional activities.

ARTICLE 15 - GENERALARTICLE 15 - GENERAL

15.1 Budgets.1 Budgets

- (a) Budgets **shall be** developed in consultation with the faculty members of the **appropriate** discipline/program/department. Prior to submission to the **Vice-president**, the departmental budget **shall** be reviewed and supported non-supported at **a duly called meeting of** the full-time faculty of the appropriate **discipline/program/** department.
- (b) The departmental Administrator will then submit his/her budget to **the** Vice-president identifying **support** or non-support together with a **summary of the** concerns and **any** changes recommended as a result **of the faculty** review,
- (c) Any **additions** or reductions **to the proposed** budget shall be made in consultation **with** the faculty members **of the discipline/program/** department.
- (d) Representation **from** the Association shall be invited to the final internal review of the annual proposed budget prior to submission **to the College Board**.

- (e) **The Association shall be provided with a copy of the annual budget approved by the College Board,**
- (f) **The Association shall be provided with a copy of the annual budget approved by the Ministry.**

15.2 Open Meetings.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.**

15.3 Cross College Meeting Times3 Cross College Meeting Times

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

15.4 Copies of Agreement.4 Copies of Agreement

it is agreed that the College will arrange for the printing of the new Collective Agreement in house. The booklet will be eight and one-half by eleven, double-sided, centre fold with hard cover in sufficient quantities to provide for a copy 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.

Letter of Understanding #3

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.
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 **from April 1, 1994 to March 31, 1995**.
7. This agreement shall form part of the Collective Agreement **between the** Douglas College Faculty Association and Douglas College.

Letter of Understanding #4**EMPLOYMENT EQUITY**

The joint **Association/Management Equal Employment Opportunity** Program Committee shall:

- (a) develop a data base **using** faculty and administrative positions.
- (b) examine recruiting, hiring, **promotion** policies, salaries, **and** other conditions of employment.
- (c) identify areas of under-utilization and make recommendations as deemed appropriate **by** the Committee to overcome under-utilization in these areas.

The Committee's data base shall include a review of employment practices in the following categories:

- (i) women
- (ii) **aboriginal peoples**
- (iii) **persons** with disabilities
- (iv) persons who because of race **or** colour **are a** visible minority in Canada.

Any recommendations, which if implemented, would **have** the effect of altering **any** existing clause in the contract will only be implemented with the agreement of the College and the Association.

Letter of Understanding #5

RETIREMENT INCENTIVES

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 with less time remaining prior to retirement pursuant to Article 14.15 will be given preference; and**
 - (ii) **in the event that two or more faculty members have the same amount of time remaining until retirement under Article 14.15, rendering impossible a selection based on (b)(i) above, then 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 6.6.1 (Obsolescence/Redundancy)** 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**.

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.

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 instalments, 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	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.**

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 Personnel Department **six (6) weeks prior to date** of early retirement;
- (ii) the individual maintains **BC** residency; and
- (iii) **the participant prepays all premium Costs.**

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 #14

ESTABLISHING AND ALLOCATING POSITIONS

This Letter of Understanding is intended to clarify how positions are established and allocated from the available **work**.

Criteria

1. Educational considerations will **be** the first criterion **used in establishing** a position,
2. **As** many positions **as** possible will be full-time.
3. In **many** 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**.
4. Deans/Directors will establish positions after consultation with Chairs/Coordinators **for** the department/discipline/program.

Process

1. Positions **required** to meet specific educational **requirements** are identified from the work **available**.
2. Positions in any department/discipline/program are first assigned **to** existing regular **employees** (full-time and part-time).
3. 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**.
4. 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.

Letter of Understanding #15

1. The **position** of Manager for Centre(s) 2000 **will** remain excluded and be filled by Janet Knowles. If the **position** becomes vacant it will be filled in accordance **with the Collective Agreement**.

2. (i) Effective **with the** commencement of the 1995/96 **academic** year there will be a **Community and Contract Services** Programmer. **This** will be the equivalent of a minimum of **1.0 FTE** per **academic** year **filled** on a seconded basis. Secondments will be for varying **periods** of time. The duties will **involve community and** program development and marketing for Community and Contract Services.

 Faculty **seconded** to this **position** will:
 - (a) be **employed** under **the** terms **of** the Douglas College DCFA Collective Agreement, **and**
 - (b) will **be** backfilled in accordance with the **terms** of this Agreement,

Faculty will be seconded in accordance with the Selection process set out in 10.4.2 except that right of **first** refusal shall be given to **existing** Regular C.E. programmers where these **programmers** are **qualified**. In the **case** of this **clause** “**qualified**” means **that the C.E.** programmer has sufficient **content** expertise in the **development area**. If no one wishes to **be** seconded employees will be hired in accordance with the Collective Agreement.
- (ii) The Selection Committee **shall** consist **of** the **Manager** of Centre(s) 2000, a **Programmer (C.E.)** And a **faculty** member from a department most closely **related** to the development area.

3. (i) **Where the College** hires **project managers**, **after** the date of **this** agreement the Project Manager shall be hired **by** the College **in** accordance with the **clients requirements**.
- (ii) The College will deduct DCFA **dues** from the amounts paid to project **managers** **but these project managers** will **not** be members **of the DCFA** **and the** terms and **conditions** of the Collective Agreement will **not apply except as** specified in this Letter **of** Understanding.
- (iii) Project Managers will **be paid** on a contract **basis** utilizing the hourly rate for Community programiners as set **out** in Article 11.1.1 of **the Collective Agreement**,
- (iv) Twice **in every** academic year **the Employer shall** advise the DCFA of the number of Project **Manager** contracts in effect,

4. If the College determines that it has sufficient ongoing work to create a full-time project manager position:
 - (a) the position will be filled by **way** of the selection process as set out in Article **6.4**;
 - (b) **the parties** shall meet and **endeavour** to agree to terms and conditions of employment for the position; and
 - (c) where agreement cannot be reached the matter of terms and conditions of **employment** will be referred to **S. Kelleher** for mediation/binding arbitration. In reaching **his** decision **Mr. Kelleher** shall take into account the nature of Centre(s) 2000.
5. The **existing** layoff situation in Continuing Education (pending) is to be **rescinded**, **subject to the successful implementation** of the agreement to **have Ms. Chudnovsky** transfer from C.E. to Child, Family and **Community** Studies.
6. The **College** commits **that credit** programs shall not be offered through Centre(s) 2000 without using **DCFA** faculty **employed under** the terms and conditions of the Collective Agreement.
7. The College shall not transfer base FTE funding generated by C.E. to Centre(s) 2000.
8. S. Kelleher will retain jurisdiction **to** resolve on an expedited basis any dispute arising **from** the interpretation or **application** of this letter.

Letter of Understanding#16

CONTINUING EDUCATION PROGRAMMERS

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, **and any external** candidates hired **as** Community and Contract **Services Programmer**. **Any such** layoff will **be** carried **out in accordance** with the **Collective Agreement**.

Letter of Understanding #17**DOUGLAS COLLEGE DEVELOPMENT**

The parties agree **to** institute **a process to** encourage probationary faculty, selection committees and administrators to **utilize** components of the Douglas College Development Program and the **Teaching Excellence Program as part** of the probationary process,

The parties will also **develop a** method **for** presenting **and** reporting professional development **and** curriculum development activities.

To be completed within 90 days of ratification.

Letter of Understanding #18

For the periods from April 1, 1997 to March 31, 2000 the amount of monies set aside for the educational fund will be reduced from 2% of salaries to 1.25% of salaries. It is clearly understood that 2% of salaries will be re-instituted effective April 1, 2000.

Letter of Understanding #19

FTE LIST

The parties agree to work together to develop a single FTE service list for faculty hired effective September 1, 1989. Within sixty (60) days of ratification of this agreement, one representative from the Employer and one representative from the DCFA will meet to discuss and reach mutual agreement on the following parameters for the development of a single FTE service list:

- (a) format and structure
- (b) work assignments to be included in the calculation of FTE service
- (c) work assignments that will not be included in the calculation of FTE service

The parties may agree to an extension of not more than thirty (30) days to reach agreement on the above issues.

In the event the parties are unable to reach agreement on the parameters contained in this Article, the matter will be referred to the Labour Management Relations Committee for discussion and resolution within thirty (30) days. The decision of Labour Management Relations Committee shall be final and binding.

Once the parties have reached mutual agreement on the parameters contained in this Article the parameters will be ratified by the parties at the Labour Management Relations Committee. Following ratification the Employer will, within five (5) months compile a single FTE service list for faculty hired effective September 1, 1989. Copies of this list will be provided to the DCFA, the Dean/Director and affected faculty. An affected faculty member may, within sixty (60) days of the distribution of the FTE list, challenge the accuracy of his/her FTE service by providing to the Personnel and Labour Relations Department evidence of additional, earned FTE service.

Within sixty (60) days of receipt of evidence of additional, earned FTE service from affected faculty, the Employer will compile a final FTE service list for faculty hired effective September 1, 1989. Copies of this list will be provided to the DCFA, the Dean/Director and affected faculty.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

Ron Brown
Bargaining Committee **Member**

Wendy Davies
Personnel Coordinator

Hal Gray
Bargaining Committee **Member**

Marian Exmann
Director, Personnel & Labour Relations

Anna Jajic
Vice-president, Grievances

Terry Farrell
Dean, Humanities and Social Sciences

Gail Patton Berger
Vice-president, Negotiations

Mia Gordon
Vice-president, **College** Development

Bonnie Pearson
College and Institute Educators Assn.

Ted James
Dean, Student Development

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Douglas College, New Westminster, British Columbia
Douglas College Faculty Association (Ind.)
(500 Instructors)

A 36-month renewal agreement on local working conditions effective from April 1, 1998 to March 31, 2001, settled in December 1998 at the bargaining stage. Duration of negotiations - 12 months.

Note: Douglas College is one of the sixteen post-secondary colleges, institutes and agencies in the province covered by the April 1, 1998 to June 30, 2002 *Multi-Institutional Agreement* which was ratified in March 1999. The Multi-Institutional Framework Agreement covers such issues as compensation, class size, job security and labour adjustment, and provides for the negotiation of other issues, e.g. agreement standardization and leveling, during the term of the 51-month agreement. Each college, institute or agency continues to negotiate a separate collective agreement covering issues not yet agreed to at the provincial level and such local issues as may be applicable.

The Multi-Institutional Agreement was eventually ratified by the following 16 institutions across the province: Capilano College, College of New Caledonia, College of the Rockies, Douglas College, Justice Institute of BC, Kwantlen University College, Langara College, Malaspina University College, North Island College, Northern Lights College, Northwest Community College, Okanagan University College, Selkirk College, University College of the Cariboo, University College of the Fraser Valley, and Vancouver Community College. The British Columbia Institute of Technology and Emily Carr Institute of Art and Design are not party to the Multi-Institutional agreement and have ratified individual collective agreements.

1222901 E 1 Douglas College
1222901 E 2 Douglas College faculty Association
1222901 E 3 post-secondary, non university teachers
1222901 F 1 Douglas College
1222901 F 2 Association des professeurs de Douglas College
1222901 F 3 enseignants de niveau post-secondaire non universitaire

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COLLECTIVE AGREEMENT

SOURCE	<i>Union</i>		
EFF.	<i>95</i>	<i>04</i>	<i>01</i>
TERM.	<i>98</i>	<i>03</i>	<i>31</i>
No. OF EMPLOYEES	<i>500</i>		
NOMBRE D'EMPLOYES			

BETWEEN

DOUGLAS COLLEGE

AND

DOUGLAS COLLEGE FACULTY ASSOCIATION

APRIL 1, 1995 - MARCH 31, 1998

LETTER OF UNDERSTANDING

BETWEEN

Douglas College

AND

Douglas College **Faculty** Association

RE: Multi-Institutional Framework Agreement

The parties hereto agree that, upon ratification thereof, the Recommendations of Facilitator James E. Dorsey for a Multi-institutional **Agreement**, dated May 15, 1996 shall be attached to and form **part** of this Collective **Agreement** from April 1, 1995 to March 31, 1998 and shall **be** in full force and effect for the term of the Collective **Agreement**

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Letters of Understanding

#1 Election of Administrators in the Academic Division of DOUGLAS COLLEGE

#3 CO-OPERATIVE EDUCATION

#4 EMPLOYMENT EQUITY

#5 RETIREMENT INCENTIVES

#14 ESTABLISHING AND ALLOCATING POSITIONS

#15

#16 CONTINUING EDUCATION PROGRAMMERS

#17 DOUGLAS COLLEGE DEVELOPMENT

#18 TEMPORARY REDUCTION OF THE EDUCATIONAL LEAVE FUND

article 1 - Preliminary

Article 1 - Preliminary

1.2 Term of Agreement - Continuation Clause

The duration of this Agreement shall be from April 1, 1995 to March 31, 1998. **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 66 (2) of the Labour Code of British Columbia **is specifically** excluded.

1 Parties to Agreement

THIS AGREEMENT, entered into on the 8th of **January** 1997.

BY AND BETWEEN

DOUGLAS COLLEGE

(hereinafter referred to as “the College”)

AND

DOUGLAS COLLEGE FACULTY ASSOCIATION

(hereinafter **referred to** as the “Association”)

1.4 Definitions

(a) 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.

(b) Term Positions

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

(c) Contract Faculty

- (i) A **contract** faculty member is one who does not occupy a **regular** or term faculty position as defined in Article 1.4 (a) and (b).

(ii) Contract faculty shall receive benefits **and** salary as set out in **Article 11.1.1** and benefits as set out in Article 13.1.

(d) Available Work

Available work consists of all work in the discipline/program, including temporary **assignments**, that will be done over the course of the academic **year**.

(e) 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**.

(f) Part-time Work

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

(g) 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**.

(h) 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.

(i) 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.

(j) Academic Year

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

(k) 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**.

(l) 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.

1.9 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-president, 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 **and** term faculty members every year by September 30. The list shall include **the** name, address, **and** telephone number of the faculty member, the department, and **step** on scale. The College shall **provide** FTE seniority service lists to the Association in **accordance** with Article 6.4.10 (c).

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.

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.

2.6 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 Director of **Personnel and Labour 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.

2.8 Contracting Out

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 1.4** (a), (b) and (c).

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.

2.10 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.

Article 3 - Management Rights

3.1 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.

3.4 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 5 - Grievance Procedure and Arbitration

5.3 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.

5.3.1 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) 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.
- (c) **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.

- (d) 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.
- (e) 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 5.3.1 (b), 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**.
- (f) If the grievance is not **satisfactorily** resolved by 5.3.1 (e), the matter shall be referred to the appropriate Administrator who shall meet with **a** representative of the Association within seven (7) **working** days of the referral **and** shall **reply** in writing within ten (10) working **days**.
- (g) If the grievance is not satisfactorily resolved by 5.3.1 (f), the matter shall be **referred to** the College President who **shall** meet with **a** representative of the Association within seven (7) working **days** of the referral and shall **reply** in writing within ten (10) working days.
- (h) If a satisfactory settlement **has** not been reached at this point [after 5.3.1 (g)], the matter shall be dealt with by arbitration as set forth in Article 5.3.2.
- (i) 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.
- (j) **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 5.3.1 (g) 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. 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. Time limits **specified** in Article 5.3 shall not be deemed to be nor construed **as** matters of technicality **but as** matters of substance.

5.3.2 Arbitration

- (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.

5.4 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.

5.6 Powers of Arbitrator/Jurisdiction and Authority

(i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 6 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.

(ii) 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.

(iii) 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.

5.7 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.

5.10 Expedited Arbitration

This procedure applies to arbitration of any grievance involving interpretation, application or alleged violation of Article 6.6, including any question as to whether the grievance is arbitrable.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 6.6.2 (d) shall be limited to determining whether a faculty member is qualified to instruct the remaining courses or to perform the remaining services in a 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 6.6.5 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 6.6.6 (a). Article 5.3.2 (c) - (f) inclusive applies to this expedited procedure.

Arbitrator's List

A **sole** arbitrator system shall be used. Selection of the arbitrator shall be made **by** the process of elimination from the following:

- (1) Dalton Larson
- (2) Lynn Smith.

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 6.6.2 (d)** or **Article 6.6.5**;
- (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**.

Article 6 - Seniority (FTE service), Probation, Hiring, and Layoffs**6.1 Probationary Employees - Term/Regular**

- (a) Prior to being **appointed to a regular** position all faculty must have successfully completed two **years** in a probationary term 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) 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 term **of** the **two-year** probationary period. If a faculty member **is** terminated during his/her probationary **term**, such a termination will be **grievable** beginning at Step 2 (5.3.1 (g)) of the grievance **procedure**.
- (d) If, after the **final** evaluation **of** the probationary period, the term **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 term.

(e) 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 term assignment. Where this occurs the faculty member shall be advised in writing, including reasons, three (3) months prior to the end of his/her term assignment.

(f) Where a probationary term 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.

(g) 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.

(h) Personal **leaves** of absence without pay will not ordinarily be granted to faculty during his/her probationary **period**,

6.1.1 Contract Faculty

(a) Commencing with his/her second year of FTE service, contract faculty shall receive formal evaluations in accordance with this Article.

(b) Where a contract faculty member receives two consecutive unsatisfactory evaluations during his/her second **year** of FTE service, **he/she** shall be terminated at the end of his/her **existing** contract.

6.1.2 Evaluations

(a) All evaluations **during** the probationary term shall **be** as follows: at least **once per year** (no more than **twice** per year with a minimum of **sixty** (60) days between), the Administrator responsible 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 consultations with the faculty member, will include the following:

(i) Written faculty peer evaluation

(ii) Written administrator evaluation

(iii) Written student evaluations (where applicable)

(iv) Written self-evaluation by the probationary faculty member

(v) **Other** methods agreed to by **the** Selection Committee, and by the Administrator responsible; or, at the initiative of the

probationary faculty member, and in consultation with the Selection Committee and Administrator elements of the Douglas College Teaching Excellence Program may be used to provide information relevant to the probationary evaluation.

(c) The Evaluation **report** will 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.

6.2 Seniority - Calculation of

Unless otherwise stated, wherever FTE service is referred to in this tentative agreement, it shall mean FTE service in the discipline/ program.

6.3 Job Postings and Vacancies

6.3.1

When a new position is proposed, the job description and the **job** advertisement will be **drawn up** in consultation with appropriate discipline/program Selection Committee.

6.3.2

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,

6.4 Hiring Procedure

The Selection Committee shall consist of three (3) members: (a) two (2) elected by the 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.

6.4.1

Where there are fewer than two regular faculty members in a discipline/program willing to stand for election, then regular faculty in the closest related discipline/program shall be eligible for election. Where a conflict of interest is deemed to occur, regular faculty member shall not be eligible for membership on the selection committee.

6.4.2

The Selection Committee shall determine the necessary criteria **and** qualifications for the positions to **be** filled. One **of** the criteria for assessing candidates shall be the relative accrued FTE service of **the** candidates within **the** discipline/program.

6.4.3

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.

6.4.4

The Selection Committee or their designated representatives shall conduct all interviews to determine whether applicants meet the qualifications and criteria for a regular position and identify the courses **they** are qualified to teach in the discipline/ program.

6.4.7

All applications for **posted** positions shall be in writing and **shall** be reviewed by **the** Selection Committee or its designate(s).

6.4.8 Internal Selections for Regular/Term Faculty

(a) 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 discipline/program.

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

(b) A faculty member shall not work **as a** term or regular **employee**, if he/she maintains full-time employment **elsewhere**.

(c) The Selection Committee **shall assess** the candidates to ensure they meet the qualifications and criteria established by the Selection Committee for a regular position.

(d) **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 term appointment, he/she shall **be** recommended and appointed to a term 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,

(e) 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 term status and a term appointment shall be made when there is work of half-time or **more** available in the **discipline/program** that the faculty member is qualified to teach. Where **a** faculty **member** has been recommended, the Dean shall appoint.

(f) Where there are two or more qualified faculty with term status, the position **shall** be **awarded** to the faculty member with **the greatest** FTE service,

(g) A faculty member with two or more years of FTE service in the discipline/program who does not **apply** for term **status**, or who rejects a **term** appointment, or applies and is rejected for term 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** ,

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.

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

6.4.9 External Selections for Regular/Term Faculty

(a) Where a term position in a 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 candidates are determined to be relatively equal by the Selection Committee, the candidate with the most FTE service in the discipline/program shall be ranked higher.

(e) Should the Deaddesignate 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 term status and be subject to a two-year probationary period,

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

(h) In the event that the short list is exhausted, and the College still intends to fill the position, the selection process shall recommence.

6.4.10 Selection of Contract Faculty

Whenever a need arises for contract faculty, it shall be filled by the following process:

(a) Persons on a contract faculty list who have successfully taught for a minimum of one year FTE service within a discipline/program, shall be offered in order of FTE service, available contracts for which they are qualified according to the following process. Contracts shall be offered in writing.

(b) A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 6.1.1 Probation/Evaluation, has been completed and the appropriate Dean has recommended that no other contract be offered to the instructor.

(c) 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. The College shall provide the FTE service list for the Fall semester for each discipline by July 1.

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. The College shall provide the FTE service list for the **Spring** semester for each discipline by November 1.

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. **The** College shall provide the FTE service list for the Summer semester **for each** discipline **by** March 1.

Contracts which commence outside of the standard semester dates will be awarded in accordance with the nearest appropriate date **as** set out above.

Copies **of** the FTE service list shall be provided to each contract faculty member in **the** discipline, to the appropriate convenor, and to **the** Association; the lists shall indicate which courses a faculty member is qualified to teach.

(d) If the contract faculty member with the most FTE service refuses an available contract or contracts, the contract or contracts shall then be offered to the faculty member with the next most FTE service in **the** discipline/program. This process shall continue in decreasing order **of** FTE service (most to least) in **the** discipline/ program, until no other contract faculty with **a** minimum one year of FTE service are available.

(e) 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 one year of FTE service in the discipline/program or by using the selection procedure identified in Article 6.4.10 (h).

(f) 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.

(g) If **a** contract faculty member refuses all work **at** the College in **the** discipline/program for two consecutive semesters or does not **work** in the discipline 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 12.1 and 12.6, then the faculty member loses **all accumulated** FTE credit in the discipline/program.

(h) Whenever a need arises for new contract faculty, **the** following **process** shall apply,

(i) The Selection Committee shall compile an interview list of applicants for contract employment.

(ii) The Selection Committee or its designated representatives shall conduct all interviews,

(iii) The Selection Committee shall prepare an inventory **of** suitable candidates including the Committee's rationale and recommendations regarding specific courses. This list shall be of sufficient length to provide **for** immediate and foreseen needs in the subsequent **year**, and shall **be** maintained by the Convenor who will, when requested, communicate same to any interested party.

- (iv) From the list established above, the Convenor shall **designr.** contract section assignments and forward these recommendations to the **appropriate** administrator.
- (v) 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 **Convenor** for an alternate contract instructor.
- (vi) Should the Administrator responsible not wish **to** follow the Convenor's recommendation, **he/she** will meet with **the** Convenor, provide rationale, and attempt to resolve the matter, If agreement cannot **be** reached, the appropriate Vice-president shall arbitrate,
- (vii) In the event that the inventory is exhausted **and** time does not permit this process to be followed, **the** Administrator responsible and the Convenor or his/her designate shall jointly agree on **the** appointment. If the Convenor or **designate** is not available the Administrator responsible shall make the appointment.
- (viii) 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.
- (ix) Decisions at all levels of this selection process will be based on the criteria described in the above clause.
- (x) The Selection Committee shall review the inventory of contract teaching candidate(s) annually and shall revise, if **necessary**, the selection **criteria**, When necessary, the process as specified above, shall recommence.
- (xi) 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.
- (xii) 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.
- (xiii)
- (a) Prior to each semester, each discipline/program will have ensured discussions have occurred with regular, term and **contract** faculty in order to determine needs **of** the **discipline/program** and the preferences of faculty members with respect to scheduling and assignments. 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.

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. 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.

(b) **As** of the dates set out in section (xii) 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.

6.4.11 Written Contracts

(a) 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**.

(b) **Faculty** members shall be given a copy of any employment notice affecting their own employment.

6.4.12 Selection of Convenors

(a) The Convenor position **shall** be established at the discretion of the faculty in the affected discipline/program and filled by a **regular/term faculty** member.

(b) **Effective** September 1, 1993, time release for Convenors 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.

(i) One section of release time annually (one three-credit **equivalent** section) for **each** 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 Convenor release time shall be **provided**.

Sociology/Anthropology shall be treated as one discipline.

(c) Whenever a vacancy arises for a Convenor position it shall **be** filled by the following **process**:

- (i) All regular/term **faculty** members **of** the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for and be elected as Convenor.
- (ii) The Convenor shall **be** elected for **a** one-year term.
- (iii) The Administrator **responsible** shall offer an appointment to **the faculty member(s)** so chosen,
- (iv) The incumbent(s) can **be** removed at any time from the position of Convenor by **a** majority vote of the regular/term faculty members **present and** voting at **a** duly called meeting of the discipline(s) or program(s).
- (v) 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** Convenor,

6.4.13 Selection of Program Co-ordinators

Vacancies for Program Co-ordinators will be filled in accordance with the following procedures. The **Selection** Committee shall establish the qualifications and criteria for **the** Co-ordinator. 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 Co-ordinator. The Selection Committee may recommend **to** the Dean that only internal candidates will **be** considered, Internal candidates must have two (2) **years** of FTE service. Should the Dean 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 discipline/program shall be ranked higher. The Dean 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/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 discipline/program shall be **ranked** higher.

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.

6.4.14 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.

6.6 Layoff and Recall

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

- (a) continue **with** a two-year term appointment **or**
- (b) convert a **term** position to a **regular** appointment **or**
- (c) continue a regular faculty member at half-time or more workload during **the** first **two** calendar years of his/her regular appointment.

Where **this** occurs the faculty member affected shall be given **three (3)** months notice of **the** end of his/her appointment. He/she shall **revert** to contract status along with all accrued FTE service and shall have first right of recall **for** two calendar years from **date** of notice of lay-off for subsequent **term** or regular assignments as appropriate.

Where **he/she** has been in the **term** assignment **for** one year or more, **he/she** shall be credited on a **pro** rata basis for time spent towards his/her probationary period. Where **he/she** has completed his/her **term** appointment or **was** previously assigned to a regular position, **he/she** shall be **a** post probationary regular employee when recalled.

A faculty member who refuses a recall shall lose all recall rights and be limited **to** less than half-time contract work. He/she will not be considered for **future term** positions. **As per** Article 6.4.10 (g), if he/she refuses all work at the **College** in the discipline/program for two consecutive semesters or does not **work** in the discipline **as a** faculty member for a **period** of two years before the beginning of the relevant **contract**, except where **he/she** are on **pre-approved leave** inclusive of maternity, paternity, adoption **leave** in accordance with clauses 12.10 and 12.16, then the faculty member **loses all** accumulated FTE credit in the discipline/program.

6.6.1

For faculty who **were** appointed to regular positions prior to the Fall 1993 semester, or faculty **hired** for **term** or regular appointments on or after **the** Fall 1993 semester, and who have completed his/her term probationary appointment **and** two **years** in **a** 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** 6.6.2 to 6.6.9 shall **apply**.

6.6.2

(a) Where it needs to **be** determined which specific faculty member(s) from within a discipline/program would **be affected**, the decision would be **made** on the basis of least total F.T.E. service with the College since the starting date of the **faculty** member's first regular contract.

(b)

(i) **Where** a faculty member in a discipline/program has been identified under 6.6.2 (a) and the remaining faculty members in the discipline/program are not qualified to instruct the remaining courses or **perform** the remaining services in the discipline/program, the provisions of 6.6.2 (a) shall not apply to the faculty member identified.

(ii) In the event Article 6.6.2 (b)(i) applies, the determination of the faculty member to be declared redundant in **the** discipline/program shall recommence with the faculty member with the **next to least** total FTE service with the College since the starting date of **the** faculty member's **first** regular contract. This **process** will continue in reverse order of FTE service with the College (least to most) since the starting date of the first **regular** contract until a faculty member's position in the discipline/program has **been** identified.

(c) **Any dispute** as to **the** relevant discipline/program would be resolved at the Labour-Management Relations Committee.

(d)

(i) Should **any** question **be** raised by a faculty member or 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 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.

(ii) 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 5.3.1 and 5.3.2. A grievance filed pursuant to this **clause** may be filed **at** Step 3 of the grievance procedure.

(iii) Should the Association refer an issue raised under Article 6.6.2 (d) to **arbitration**, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

6.6.3

A faculty member, having been identified in 6.6.1 and 6.6.2, will not receive a contract **renewal** while **the** process (6.6.4 through 6.6.9) is under **way**; but will **instead be** deemed to have his/her former contract extended indefinitely to the point that **either**:

(a) he/she has satisfactorily spent a year in his/her **newly** assigned position, after which a three-year contract would **be** issued; or

(b) he/she receives severance pay and leaves **the** employ of the College,

6.6.4

The affected faculty member(s) will first meet with **the** appropriate Vice-President or

delegate, to **explore** alternative job possibilities.

6.6.5

The Administrator, after consultation with the faculty member and receipt of the advice of the relevant discipline/programs = Selection Committee, would determine if **the** affected faculty member, 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 (5.3.1 (f)). If the grievance is not resolved, it shall be subject to arbitration by **a** sole arbitrator chosen from **a** previously agreed-upon **list**.

6.6.6

(a) For the purposes of Article 6.6.5 above, a position would be deemed to **exist** if there **was**,

- (i) **a** recognized vacancy for **a** regular position, or,
- (ii) sufficient on-going **work** equivalent to his/her established workload.

(b) **A** faculty member who has been declared redundant by operation of 6.6.2 (b) (seniority bypass) shall have the option of remaining as a part-time regular faculty member provided he/she can be assigned to perform a **workload** of half-time or greater.

Such a part-time regular faculty member shall be offered additional **work up** to a full **workload** for which he/she **is** qualified. **Salary** and benefits shall be prorated accordingly.

6.6.7

If the affected faculty member is unable to be reassigned to one of the positions outlined in Article 6.6.6, **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,

Where a faculty member is eligible to be reassigned in accordance with Clause 6.6.5 and 6.6.6, **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**.

6.6.8

In addition to **any** severance **pay** a faculty member is entitled to, **he/she** shall also **be** notified in Writing **four** (4) months in **advance of** any **pending** termination under this **clause**. The College **may** offer pay in lieu of notice. The Association will also receive a **copy** of such notice.

6.6.9 Notification and Consultation

(a) The College shall, **as soon as possible in advance** and no later **than** one (1) month **prior** to the date of notice in 6.6.8 above, 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.

(b) The College shall engage in discussion and consultation with the

Association on the proposed obsolescence or redundancy.

(c) The College shall give the Association **an** opportunity to present written submissions on **the** proposed obsolescence or redundancy.

6.6.10 Recall

If there is a vacancy for a regular faculty position in a **specific** discipline or program, the College shall offer reappointment to those regular faculty members who have been terminated under 6.6 and who are qualified for the **position**. **Such offers of** reappointment shall be made in the reverse **order** of termination in the **specific** discipline/program. **Such offers of** reappointment 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 the Personnel Department 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.

A faculty member who rejects a recall shall be deemed to have resigned from the College,

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 6.6.7 .

Regular/term faculty who are recalled to regular/term 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.

Where a faculty member is recalled after being terminated, **and** where the number of months of termination prior to re-commencing work is **less** than the number of months of **severance** pay received **by** the faculty member, the **faculty** member shall refund the balance of his/her severance **pay to the** College.

6.6.11 Records

College **personnel** files **pertaining to faculty** members, **whose** appointments are terminated under this Article, shall explicitly state the reasons for termination identified in Article 6.6.1.

Article 7 - Evaluation, Discipline and Personnel Records

7.1 Evaluation

Evaluation by the College of a faculty member's performance shall be carried out by **methods developed in consultation** between the College and the Association. **Any** such evaluation shall be constructed and conducted in a fair and reasonable manner.

7.5 Access to Information in the Evaluation File

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

Article 8 - Personnel Records, Discipline, Suspension and Discharge

8.1 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 Personnel Department and by appropriate administrators, files will not **be** open to any other individual except **with** the written permission of the faculty member concerned.

8.2 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, without just cause.

- (b) Where a contract **faculty** member has received an unsuccessful evaluation as per Article 6.1.1, **he/she** shall be advised of when his/her **next** evaluation **will** be. Should a contract **faculty** member receive two (2) consecutive unsuccessful evaluations, **he/she** shall **be** terminated at the end of his/her contract. In all other **cases** a **contract** faculty member shall not be disciplined, suspended, or discharged without just cause.

8.2.1 Discipline - Professional Competency

- (a) Where the Dean/Director understands that the allegation against a post-probationary faculty member is primarily concerned with **work related** professional competency, the Dean/Director prior to initiating disciplinary proceeding shall:

(i) first investigate any issue or complaint (including peer/student complaints) concerning professional competency, and discuss the issue with the faculty member. The Dean/Director or designate, may **elect** not to refer the matter **to** the Complaint Review Committee where **he/she** has determined **that there** is no competency problem, is satisfied that the instructor **is** taking appropriate remedial action, **or** believes that **he/she** has sufficient information to **proceed** with the matter. The Dean/Director shall **advise** a faculty member in writing when a Complaint **Review** Committee **is** to be called.

(ii) The Complaint Review Committee shall be a standing committee of **each** department, consisting of **two** faculty members from **each** department who **are** elected by the faculty in the department, to a one-year term commencing in September of each **year**. Committee members must have regular status during their term. The College and the Association shall be advised, in writing, **by** the department as **to** the members of each Complaint **Review** Committee. It is understood that faculty on this committee are serving on a Management Committee of the College, directed **by** the Dean/Director. It is understood that a decision by the Dean/Director not to convene the Committee, does not, in itself, represent a lack **of due** process.

(iii) The Complaint Review Committee shall meet **with the**

Administrator and review the findings of fact, including material documentation, and other **relevant** information provided by the Dean/Director. The members of the Committee shall consult with the Dean/Director in such **a way as** to ensure that the Dean/Director understands the relevance of the material to issues of competency. The Complaint Review Committee shall also advise the Dean/Director **as to** whether other **sources** of material or information may be **appropriate**.

Members of the **current** Association Executive shall not serve on the Complaint Review Committee.

The participation of faculty members on the Complaint Review Committee shall not be construed as **acceptance** by the Association **of** the validity of any facts, opinions, conclusions **and/or** procedures of the Complaint **Review** Committee,

(iv) The Complaint Review Committee shall conclude its **work** within two **weeks** of being consulted by the Dean/Director.

(v) Where the Dean/Director **decides** on the **basis** of his/her investigations to initiate disciplinary/discharge proceedings against a faculty member, **he/she** shall initiate the process stipulated in Clause 8.2.1 (b). The Dean/Director shall conclude the investigative **process** within twenty-one (21) **calendar days** of having convened the Complaint Review Committee. **Where** no Complaint Review Committee is established, the investigation shall be concluded within twenty-one (21) calendar days of the Dean/Director **first** being **made aware** of the situation.

(b) **Where** the College is Contemplating disciplinary action, the Dean/Director or his/her designate shall **first** discuss the matter with the faculty **member**, and if the matter is not resolved, notify the faculty member in writing:

(i) of the **College's** understanding of the issue which may result in disciplinary action being taken;

(ii) whether the faculty member is being suspended pending **investigation**. A suspension **pending** investigation will only be applied **where** there is reasonable grounds **for** believing that the faculty member has been guilty of gross misconduct, neglect **of** duty or that the continued presence of the faculty member **is** detrimental to the well-being of the College.

(iii) of the **date**, time and location of a disciplinary hearing. Such notice shall be issued **at** least five (5) working **days** prior to the hearing.

(iv) **of** the faculty member's right to attend **this** meeting with a representative of the Association or another employee selected by the faculty member.

(c) The Association shall be copied on **all** such correspondence,

(d) The College **will** inform the faculty member of its decision within **five (5) working** days of the conclusion of **the** hearing.

Should the faculty member or **the** Association disagree with the decision of the College, a grievance must be filed in **accordance** with 5.3.1 of the Collective Agreement.

In the application of this clause, the College is deemed to have notified or informed the employee **where** the College **has** directly **advised** the faculty member **or** provided notice in writing to the employee's last known address **as** recorded in the employee's personnel file.

8.2.2 General Provisions

(a) Clause 8.2.1 does not supersede the right of the faculty to appeal any suspension to the College Board, pursuant to Section 28(1) of the College and Institute **Act**.

(b) **Timelines** as specified in Clause 8.2.1 may be waived **by** written agreement between the College and the Association.

8.2.3 Conflict of Interest

If a faculty member is perceived to be in conflict of **interest**, a formal **complaint** shall be laid.

Article 9 - Job Security

9.4 Creation of Regular Positions

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

- (i) In January and February 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.
- (ii) This review shall account for instructional work already committed to as part of the ongoing workload of full-time **and** part-time regular faculty and full-time and part-time term faculty,
- (iii) **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,
- (iv) The College shall review the summaries of the Education Plan and identified **available** work with the departmental Association representative or designate by April 15.

The departmental 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.

(v) **Work** identified as available work in accordance with Article 9.4 (iii) shall be offered to faculty in the discipline/ program in the following **priority** order, subject to scheduling requirements **and** faculty being qualified for **the** available **work**:

1. part-time regular faculty in order of FTE **service** up to **a** full workload.
2. part-time term faculty in order of FTE service up *to* **a** full workload.

(vi) Part-time regular and part-time term faculty will be initially **offered** additional available work **by April 15**. 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.

(vii) Where a regular part-time faculty member has a workload in each of four consecutive **years** that **exceeds** his/her regular or **term** 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.

Ongoing workload becomes part of his/her established workload at the time of assignment.

Once work has become **part** of a faculty member's established **workload**, the provisions of Article 6.6 shall apply where there is a reduction in this workload.

Note: Since available work will be converted into regular or **term** positions during the Winter of 1993, the first year of the four years required to determine **the** establishment of the additional workload will occur during **the** 1993 academic year,

(viii) 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 (iv) and (v) until the work has been offered to all qualified part-time regular **and** term faculty who are available and **can** be scheduled to provide the instruction.

(ix) Where available instructional work remains after the **process set** out in (iv) to (vii) 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:

1. qualified **regular** faculty with recall rights in order of FTE service **as** a regular **employee** in the discipline/ program,
2. qualified term faculty with recall rights in order of FTE service **as** a term **employee** in the discipline/program.
3. through **the** internal selection process.
4. through the external selection **process**.

Full-time **positions**, as **opposed** to part-time positions, will be established where possible.

(x) 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.

(xi) 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 (iv) to (viii).

(xii) 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.

(xiii) Except as otherwise filled through (xi), '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.

1. part-time regular faculty in order of FTE service up **to** a full **workload**.
2. part-time term faculty in **order** of FTE service **up** to a full workload.
3. contract faculty.

(xiv) **Work** awarded under (xiii) 1 and 2 shall be paid at contract rates and shall not be considered as part **of** the established workload of **a** term or **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.

(xv) Nothing in this Collective **Agreement** prevents the College from establishing an ongoing regular position **where** the College determines **an** ongoing regular position is required.

9.6 Payment for Preparation of Courses Not Taught

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**.

9.7 Cancellation of Contracts

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

9.7.1

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

- (a) When minimum class size is not reached, or
- (b) to **provide** a regular faculty member with a full load.

Such action would not be subject to the grievance procedure.

9.7.2

If four months' notice of intended termination is **given**, 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**.

Article 10 - Hours of Work/Workload

10.2 Contact Hours

- (a)

<u>Type of Instruction</u>	<u>Contact hours</u>
Classroom Related	16
Reality Environment	18
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 10.2 (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 Convenor/Co-ordinator and Administrator **for** approval.

Notwithstanding Article 12.2 (d) and 12.2 (c) 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 9.4 (xiii), 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 course outline 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**.

(g) Placement of disciplines/programs within this policy shall be undertaken **by** the Administrator responsible, in consultation with the faculty members in the discipline or program.

(h) 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.

(i) 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.

(j)

(i) No faculty member shall be required to work on Saturday, except as established by **past practice**. In the event that regular, **term** and contract **faculty** within **the pool decline Saturday work**, the College will **employ** other contract faculty members, **as selected** through Article 6.4.10 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 10.2 (j)(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**,

10.2.1

No contract faculty member shall **be** refused a contract as a result of the application of sections 10.2 (h) or 10.2 (i). If a contract faculty member should lose work **through** withholding consent under **Article 10.2 (h) or 10.2 (i)**, *the* College shall attempt to reschedule the **contract** instructor's **work** assignment, such rescheduling to **be** subject to the operational requirements of the College.

10.2.2 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 10.2, their workload **shall** be prorated.

10.2.3 Student Interview Hours

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

10.3 Overloads

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**).

10.4 Assignment

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

10.4.2 Assignment of Other Duties

- (a) The College **may** allocate program/curriculum development projects or special projects to faculty and on such occasions shall **provide** adequate time to accomplish the agreed-upon task.
- (b) The Association shall be provided **with** details of such time releases, including the faculty member involved, the amount of time provided, and the duties undertaken. This **applies** to those normally teaching but released from teaching.
- (c) In the **case** of program development projects of duration of one semester or more, notice shall be **given** to all faculty **of the proposed** projects and **applications** invited. Selection and appointment shall be in accordance with the principles of Article 6.4.
- (d) In the case of program development projects of **duration** of less than one semester, the advice of **the** appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

10.5 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) A mileage allowance of 29 cents per kilometer will be paid for authorized College travel 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) 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** 10.5 (a) shall

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be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost of **the** Insurance Corporation of British Columbia Class 07 (Business) premium that is **over** and **above that** for Class 02 (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 07 vehicle insurance when necessary.

10.9 General Provisions - Reduced Workload

- (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 shall not be eligible **for** contract **work**.

10.9.1 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 12.15 - Leave of Absence Without Pay. A temporary workload reduction is for a period of time not to exceed **two (2)** years.

10.9.2 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 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 fulfil non-instructional responsibilities **is** appropriate. The Selection Committee shall **make** recommendations to the Dean. **Should** the Dean 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** 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 **workload**.

10.9.3 Office Space

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**).

10.9.4 Parking

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

10.10 Professional Development Process

- (a) Each department 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 department 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 department's representative to the Educational **Leave** Committee; **this** elected member shall serve for two **(2)** academic years.
- (e) The department/discipline 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 10.10.
- (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 10.10 (g) that have not been **recommended by** the Professional Development Committee,
- (g) A budget of \$500 for each full-time equivalent faculty member as of October 31st prior shall be allocated to **each** department 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 departmental basis,
- (h) Three times a **year** - March 30, September 30 and January 30 - the College shall provide the departmental Professional Development Committee **with a** listing of the departmental professional development funds committed and expended.

10.10.1 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.

10.10.2 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.

10.10.3 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 and **term** 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) 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 and term faculty members involve responsibilities beyond those **expected** of contract faculty.

Article 11 - Salaries

11.1 Salary Scale

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<u>Step</u>	<u>Annual Salary</u> <u>April 1, 1995</u> <u>March 31, 1997</u>	<u>Step</u>	<u>Annual Salary</u> <u>April 1, 1997</u> <u>March 31, 1998</u>
1	43,180	14	43,900
		13	45,400
2	45,301	12	46,900
3	47,362	11	48,400
4	49,276	10	49,900
		9	51,400
5	51,408	8	52,900
6	53,456	7	54,400
		6	55,900
7	56,078	5	57,400
		4	58,900
8	58,723	3	60,400
		2	61,900
9	61,812	1	63,400

NOTE: Before moving **to the new scale** faculty **will** receive **.88%**, then move to the first level that is higher than current salary.

11.1.1 Salary Schedule

-

May 1, 1994 - March 31, 1997

	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>Monthly FT Equiv. **</u>	<u>Weekly FT Equiv.</u>	<u>Hourly Rate</u>
Classroom Related	16	\$1517	\$4551	\$1050	\$65.63
Reality Environment	18	1517	4551	1050	58.33
Simulation Environment	24	1517	4551	1050	43.75
Individual Learning	24	1517	4551	1050	43.75
Practicum Supervision	32	1517	4551	1050	32.81
Counselling/Research and Development/ Librarian Related Community Programmers	35	1517	4551	1050	30.00

April 1, 1997 - March 31, 1998

	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>Monthly FT Equiv. **</u>	<u>Weekly FT Equiv.</u>	<u>Hourly Rate</u>
Classroom Related	16	\$1558	\$4674	\$1079	\$67.44
Reality Environment	18	1558	4674	1079	59.94
Simulation Environment	24	1558	4674	1079	44.96
Individual Learning	24	1558	4674	1079	44.96
Practicum Supervision	32	1558	4674	1079	33.72
Counselling/Research and Development/ Librarian Related Community Programmers	35	1558	4674	1079	30.83

This is inclusive of **vacation pay**.

* Presumes standard 3-credit course

** Normal monthly maximum

11.1.2 Salary Rate

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

11.1.3 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.

11.1.4 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, term 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, term and 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.

11.3 Payment of Salaries

Effective April 1, 1997 Regular/Term faculty shall be paid semimonthly.

11.3.1 Payment of Salaries

Effective May 1, 1997 Contract faculty shall be paid semi-monthly.

11.3.2 Required 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.

11.4 Initial Placement on Salary Scale

Effective April 1, 1996 existing term/regular faculty hired into term positions starting with the Fall 1993 semester and before April 1, 1996 will receive scale adjustments. using the existing Douglas College scale, and determined as follows:

(i) For each faculty member it will be assumed that at time of hire they were placed on scale using qualifications and experience to a maximum of Step 4 of the existing scale.

The language to be used for this scale placement will be the scale placement language from the 1990/91 Douglas College/DCFA Collective Agreement or the revised scale placement language as set out below for new term employees, whichever puts the faculty member at, or closest, to Step 4.

(ii) Added to this scale placement adjustment will be FTE service for increment step purposes since the date of hire into a term position. (This has already been calculated as part of the existing system of scale placement and salary progression).

Faculty will then be moved on the Douglas scale to this new step on scale rate retroactive to April 1, 1996.

(iii) The new scale placement on the existing Douglas College scale will then be used to determine the new salary step on scale as per the framework agreement (April 1, 1997).

The same process to determine the step on scale will be applied to term/regular faculty hired after April 1, 1996 up to and including term/regular faculty hired for the Winter 1997 semester except that any retroactive adjustment will be limited to the date of hire.

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

Commencing with employees hired after the Winter 1997 semester initial placement on scale shall be determined on the common salary scale developed through the industry framework negotiations.

However, in no case can this scale placement language result in scale placement on the framework scale above the annual increment step closest to \$49,710 (rounded to the nearest dollar). (This figure represents Step 4 on our current scale including the .88% increase.)

The followinn criteria shall be used to determine the number of steps beyond Step 14 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 Ph.D 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 (\$49,900) the **faculty** member will be credited with the appropriate increment step, not to exceed the maximum \$49,900).

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

Conventions for calculating and identifying work/educational experience and qualifications shall be the same as existed prior to the implementation of the 1992 Collective Agreement.

11.8 Advancement on the Salary Scale

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

Article 12 - Leave, Paid and Unpaid**12.1 General Holdidays**

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,

12.2 Vacation

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

(b) In consultation with all available regular and term 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.

(c) 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**.

12.6 Educational Leave

12.6.1

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.

12.6.2

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.

12.6.3

All regular faculty members **are** eligible for the two options specified in 12.6.5 and 12.6.6, 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. Where applications are of equal merit, faculty members who **have** not previously had leave will be given preference.

12.6.4

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 term experience for minimum service requirements shall **be** eligible to take Educational Leave until **he/she** has completed two years of regular service.

12.6.5

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

12.6.6

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

12.6.7

Variations in the dates of Educational Leave are possible.

12.6.8

Faculty on Educational Leave shall receive as salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, 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, There is no limit to the amount of grants a faculty member may receive on leave.

12.6.9

The College will expend an amount equal to 2% of the regular and term 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,

The Association shall be notified of this amount based on the nominal roll as of January 1.

12.6.10

Three times a year - March 30, September 30 and January 30 - the College shall provide the Association with a list of the funds committed and expended for Educational Leave purposes.

12.6.11

Members of the faculty on Educational Leave will receive any salary adjustments for which they would normally be eligible. The College will continue its full contributions to the benefit plans outlined in Article 13 for faculty members on Educational Leave.

12.6.12

Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.

12.6.13

The College's contribution towards the Educational Leave salary shall be a debt by the faculty member to the College which shall be cancelled after a period of one year's FTE service following a one-semester leave or two years' FTE service following a one-year leave; any debt adjustment shall be in these proportions.

12.6.14

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

- written applications are to **be** submitted to the **Administrator** responsible, who will circulate the application to the appropriate **groups** (e.g. discipline, program, **campus**) **and the applicant's Vice-President for comment** on the **value** of the **Educational Leave** and **the** desirable form of replacement.
- the application together with the comments and recommendations **will** then be submitted **to** the Educational Leave Committee, with a copy to the applicant,
- the Educational Leave Committee will **request** the applicant to **appear before** the Committee **to** support his/her application.

12.6.15

The Educational Leave Committee will consider all applications submitted by the October 15 date, and by January 15 will **forward** their ranked recommendations together with their rationale **for** same to the College President. The Committee's **report** will state which applications it believes should be granted. The committee will send a **copy** of **its** report *to* the applicants.

12.6.16

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

12.6.17

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.

12.6.18

The Educational Leave Committee shall **be** composed of one representative elected from each department/area Professional Development Committee, and the Administrator responsible. The elected representatives shall **serve** for **two** academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one (1) calendar year.

12.6.19

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**.

12.6.20

Faculty are required within two months of returning to submit a final report to the Administrator responsible and their 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.

12.6.21

Time spent on Educational **Leave** under this article shall count as full-time equivalent (FTE) service for the purposes **of Article 6.6**.

12.6.22

Upon returning from any **leave** of absence under Article 12.9 to 12.16 inclusive or Article 12.6, **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 6.6.

12.9 Bereavement Leave

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,

12.10 Maternity, Parental and Adoption Leaves**(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) **An employee** on his/her written **request** for parental leave is entitled to a **leave** of absence from work, without pay, for a period of fifty-two (52)

consecutive **weeks** (inclusive of maternity leave) **or** a shorter period as **requested** by **the** employee, commencing:

in **the** case of the natural mother, immediately following the end of **the** maternity leave taken under Article 12.10 (a) unless the employer and employee agree **otherwise**,

and in **the** case of a natural father, following the birth of **the** child and within the fifty-two (52) **week** period after **the** birth date of the **new** born child, **and**

(ii) in **the** case of an adopting mother **or** father, following the adoption of the child **and** within the fifty-two (52) **week** period after the **date** of the adopted child comes into the actual care and custody of the **mother** or **father**.

(iii) A **request** made **under** 12.10 (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 12.10 (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/pro rata vacation pay, 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.

(ii) An employee on maternity leave shall have **service** credited for **the** duration of the eighteen (18) week leave for the **purposes** of increments. An employee **who** goes on a parental leave or adoption leave shall **have** service **credited** for the period of the leave to a maximum of fourteen (14) weeks. In no case shall the total credit of FTE **service** for the **purposes** of increments exceed **thirty-two (32)** weeks,

12.13 Jury Duty and Court Appearance

(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 8.2.1.

(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 travelling and

meal allowances not reimbursed by the College.

12.15 General Leave, Unpaid

(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 term **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, 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**.

12.15.1 Leave of Absence Without Pay - Contract Faculty

Contract instructors **who** are unable to fulfil 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).

12.15.2 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 10.9 (b)

12.16 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 12.15.

(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.

Article 13 - Health and Welfare Benefits

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.

13.1 B.C. Medical Services Plan

The **Collage** 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.

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.

13.2 Extended Health Benefits

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 \$200.00 **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.

13.3 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 **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 13.

13.4 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 \$100,000) subject to the employee meeting insurance **company requirements**. **All** premiums for this optional life insurance will **be** paid by the employee.

13.5 Sick Leave

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.

13.5.1 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 3 1st 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 eighty two (182) 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.

13.6 Long Term Disability

A faculty member absent more **than** two hundred and twelve (212) 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 employee and as a result benefits are not 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**.

13.7 Pension and Retirement Provisions (College Pension Act)

Faculty must contribute unless exempted by the Superannuation Commissioner following a resolution of the **College** Board made within **thirty** (30) days of beginning employment. The Act should be consulted for details.

13.10 Contract Faculty Benefits

(a) Contract **appointments** that fall under **Article** 1.4 (c) 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** 11.1.1.

(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 14 - Protection of Employees

14.2 Sexual and Personal Harassment

Douglas College and the Association are committed to providing a learning and working environment which is free from sexual and personal harassment. The College and the Association consider harassment to be a serious violation of an individual's fundamental rights. Members of the College community who engage in harassment may be subject to a range of disciplinary measures, up to and including suspension, or dismissal.

Sexual Harassment

(a) Sexual harassment is defined as verbal or physical behaviour of a sexual nature which is unwanted or unwelcome by the complainant and which the subject of the complaint ought reasonably to have known was unwanted or unwelcome. Such behaviour could include, but is not limited to:

- touching, patting or other physical contact;
- leering, staring or the making of sexual gestures;
- demands for sexual favours which may imply or express promise of reward, reprisal, threat of reprisal, denial of opportunity or threat of denial of opportunity;
- sexist jokes and practical jokes of a sexual nature told or carried out after having been advised that the conduct is embarrassing or offensive, and such jokes that are by their nature embarrassing or offensive;
- unwelcome and unnecessary remarks of a sexual nature about a person's body, clothing or sexual activities;

- distribution or display of sexual or offensive pictures **or** other materials;
 - unwanted **sexual** invitations,
- (b) To constitute harassment, **behaviour** may **be** repeated **or** persistent **or** may be a single incident.
- (c) The legitimate study of topics of a sexual nature is not considered sexual harassment,

Personal Harassment

- (a) Personal Harassment is defined as inappropriate conduct which by a reasonable standard creates **an** abusive or intimidating **work** environment and serves no legitimate **work-related purpose**.
- (b) This definition encompasses but is not limited to **verbal** or physical behaviour directed **at** an individual, that is discriminatory in nature, **based** upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, **physical** or mental disability, **sex, age, or** sexual orientation in accordance with B.C. Human Rights legislation.
- (c) Personal harassment **may** occur as a single incident or over **a period** of time. **A** combined **series of** incidents - of which any one in isolation would not necessarily be considered personal harassment - **may** also constitute harassment.
- (d) Other examples of personal harassment could include but are not limited to:
- physical threat, intimidation or unwelcome physical contact such as touching, patting, pinching, and punching
 - implied or **expressed** threat of reprisal or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose
 - display or distribution of pictures, posters, calendars, objects, literature or other materials that **are** racist or, that are, by a reasonable standard, considered derogatory to **a** particular person or **group** of persons.
 - jokes, including practical **jokes**, that are discriminatory or derogatory in nature **that are** told or **carried** out after having been **advised that** the conduct is embarrassing or offensive, and such **jokes** that are by their nature embarrassing or offensive.
- (e) The legitimate **study** of topics related to personal harassment is not considered to be harassment.

14.2.1 Complaint/Grievance Process for Sexual and Personal Harassment

An employee who believes that he/she **has** been harassed and who **is** considering the initiation of a complaint or **a** grievance may begin **by** reviewing the **matter** with an Harassment **Advisor**. **If the matter is** not resolved at this level, then the following procedures may **be** used.

- (a) Informal Complaint Procedure for Sexual **and** Personal Harassment

- (i) The **employee** may file **a** complaint to **Vice-President** College Development or designate(s), who shall **investigate** the **matter**.

Where the complaint is filed against the Vice-president College Development, **the** College shall appoint another designate.

(ii) Upon receipt of the complaint, the Vice-president or designate shall notify the President of the Association in writing.

(iii) The Vice-president **or** designate will investigate the complaint. The investigation must be concluded within fourteen (14) days of the Vice-President **receiving** the written complaint.

(iv) In the event a **faculty** member is the subject of an harassment allegation, the faculty member shall have the right to Association representation at all meetings or interviews where the faculty member's presence is requested by the Vice-president or designate in connection with these allegations.

(v) The Vice-President or designate may request an extension **for** the investigation period **from** the Association President or designate. If granted, the extension shall not, in any event, be longer than twenty-one (21) days from **the** date of **the** written complaint.

(vi) The Vice-president or designate who **has** investigated **the** incident, shall **complete a** written report within three (3) working days of completion of the investigation.

(b) Grievance Procedure for Sexual **and Personal Harassment**

A faculty member may process complaints about harassment through the grievance procedure commencing at Article 5.3.1. However, if the faculty member chooses to first follow the informal complaint procedure and the matter is not resolved to her/his satisfaction, **a** grievance may be filed commencing at **Article 5.3.1 (g)**.

(i) **Where a person who is** the subject of the **complaint/grievance** is the management **representative** at any step of the grievance procedure, **then** the Association may **bypass that step of the** procedure or present **the** grievance to another appropriate management representative;

(ii) Association representatives in the course of investigating **a** complaint/grievance of harassment shall have **due** regard for the **privacy and** confidentiality of any and all persons involved in the complaint/grievance;

(iii) **An** arbitrator, in the determination of a grievance of harassment, shall take reasonable steps **to** protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;

(iv) Where the grievor **and the person** who is the subject of the **grievance** are both members of the bargaining unit, then **the** arbitrator seized with **a grievance** of harassment shall also have jurisdiction in **respect** of any grievance arising from related discipline of the **employee** who is **the** subject of **the** grievance.

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(v) If it is determined, necessary to separate the work locations of the grievor **and** the person who is the subject of the complaint/grievance, it is agreed that the grievor will not be moved against his/her wishes.

(vi) No information relating to the personal background **or** lifestyle of the grievor or person who is the subject of the grievance, shall be admissible during **the** grievance **or** arbitration process.

(c) **In** the event that a faculty member is the subject of a grievance under this article, the faculty member shall **have** the right to know what allegations **have** been made against him/her, and shall have **the** right to Association representation at all meetings, interviews, and hearings **where** the faculty member's presence is requested in connection with these allegations.

(d) The grievor has the right **to** Association representation **at** all meetings, interviews, and hearings where the grievor's presence is requested.

(e) All formal grievances under this article shall be initiated within six **(6)** months of the event. In *the case of a* series of events, a grievance should be filed as soon as possible, but no later **than** six **(6)** months **after** the last event in **the series** on which the complaint is based.

A complainant must realize that **delay** in filing a complaint may **make** it more difficult **for** a complaint to be substantiated.

(f) If the grievor chooses to file a simultaneous complaint **with** the Human Rights Commission, the grievor **agrees** that in so doing, the grievance procedure shall precede such complaint.

14.3 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 14.3 (a) shall **be** interpreted as prohibiting the parties **from** jointly **agreeing** to an affirmative action program.

14.5 Technological Change

14.5.1 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,

14.5.2 Data to be Provided

The notice **and** description mentioned in 14.5.1 **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* 14.5.5).

14.5.3 Notice to Employees Affected

The notice mentioned in 14.5.1 and the information **specified** in 14.5.2 shall also **be** given to the employee **or** employees who will be affected by the technological change.

14.5.4 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.

14.5.5 Resulting Agreements

Agreements **reached** between **the** parties under 14.5.4 shall **be** concluded in **writing** and such agreement shall have the **same effect** as the provisions of the existing Collective Agreement.

14.5.6 Failure to Agree

Where the **parties** do not **reach** agreement within sixty (60) days of the commencement of formal consultation under 14.5.4, and where various matters **relating** to the affected employees remain unsolved, either **party may** refer the **matter** to arbitration under **Article** 5.3.2.

14.5.7 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 14.5.5 **or** arbitration,

14.5.8 Grievances Pertaining to Technological Change

Grievances over the application, operation, or alleged violation of Article 14.5 shall commence at the level of the College President (see Article 5.3.1 (g)).

14.5.9 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 6.6.

14.8 Copyright

(a) When an employee develops teaching aids, films, outlines, notes, manuals, apparatus, **etc.**, as part of his/her approved professional development, accountable time plan and/or Educational **Leave**, or as a result of an assigned task, copyright law provides that any copyright **rests** with the College in the first instance. If a faculty member wishes, he/she may discuss details with the appropriate Dean/Director and an **agreement may** be reached to **give** copyright to *the* instructor.

(b) In situations, not covered by 14.8 (a), where an employee obtains copyright and incurs significant costs which are borne **by** the College in producing the copyright material, the employee shall reimburse the College,

14.10 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,

14.12 Health and Safety

Disputes arising out of this article will not be subject to the **grievance** procedure but will be dealt with by the Health and Safety Committee,

14.12.1

The Association shall **appoint** one faculty representative to the College's Health **and** Safety Committee as required under **Section 4** of the W.C.B. Industrial Health and Safety Regulations. A **copy** of all minutes of the Health and Safety Committee meetings shall be forwarded to **the** Association.

14.15 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 and advises **the** College **in writing** prior to retirement that he/she wishes to instruct as a contract faculty member, shall retain FTE service for the purposes of claiming contract work of less **than** half-time.

Benefits will be made available to these faculty in accordance with Article 13.10 until age seventy.

14.22 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 full-time faculty member.

14.23 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 6.1** for all instructional activities,

Article 15 - General

15.1 Budgets

(a) Budgets shall be developed in consultation with the faculty members of the appropriate discipline/program/department. Prior to submission **to** the Vice-president, the departmental budget shall **be** reviewed and supported/ non-supported **at** a duly called meeting of the full-time faculty of the **appropriate** discipline/program/ department.

(b) The departmental Administrator **will** then submit his/her budget to the Vice-president identifying **support** or **non-support** together with a summary of the concerns and **any** changes recommended **as** a result of the faculty review.

(c) **Any** additions or reductions to the proposed budget shall be made in consultation with the faculty members of the discipline/program/ department.

(d) Representation from the Association shall be invited to the final internal review of the annual proposed budget prior to submission *to* the College Board.

(e) The Association shall be provided with a **copy of** the annual budget approved by the College **Board**.

(f) The Association shall be provided with **a** copy of the annual budget approved by the Ministry.

15.2 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,

15.3 Cross College Meeting Times

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

1. 4 Copies of Agreement

It is agreed that **the** College will **arrange for** the printing of the new Collective Agreement in house. The booklet will be **eight and one-half** by eleven, double-sided, centre fold with hard cover in sufficient quantities to **provide** for a **copy** 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.

Letter of Understanding #1

Election of Administrators in the Academic Division of DOUGLAS COLLEGE

The Association **and** the College **agree** to **waive** their **right** in Article 6.4 to appoint members to a committee to fill vacancies for Administrators to be called Chair in the **Academic** Division of Douglas College in order to facilitate election **by** faculty in place of a selection process.

Letter of Understanding #3

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 Convenor.
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 from April 1, 1994 to March 31, 1995.

7. This agreement shall form part of the Collective Agreement between the Douglas College Faculty Association and Douglas College.

Letter of Understanding #4

EMPLOYMENT EQUITY

The joint Association/Management Equal Employment Opportunity Program Committee shall:

- (a) develop a data base using faculty and administrative positions.
- (b) examine recruiting, hiring, promotion policies, salaries, and other conditions of employment.
- (c) identify areas of under-utilization and make recommendations as deemed appropriate by the Committee to overcome under-utilization in these areas.

The Committee's data base shall include a review of employment practices in the following categories:

- (i) women
- (ii) aboriginal peoples
- (iii) persons with disabilities
- (iv) persons who because of race or colour are a visible minority in Canada.

Any recommendations, which if implemented, would have the effect of altering any existing clause in the contract will only be implemented with the agreement of the College and the Association,

Letter of Understanding #5

RETIREMENT INCENTIVES

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 with less time remaining prior to retirement pursuant to **Article 14.15** will be given preference; **and**
- (ii) in the event that two or more faculty members have **the** same amount of time remaining until retirement under Article 14.15, rendering impossible a selection based on (b)(i) **above**, then 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 6.6.1** (Obsolescence/Redundancy) 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,

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.

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 instalments, 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	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.

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 Personnel Department **six (6) weeks** prior to date of early retirement;
- (ii) the individual maintains BC residency; and
- (iii) the participant prepays all premium Costs.

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 #14

ESTABLISHING AND ALLOCATING POSITIONS

This Letter of Understanding is **intended to** clarify **how** positions **are** established and allocated from the available **work**.

Criteria

1. Educational considerations will be the first criterion used in establishing a position.
2. **As** many positions as possible will be full-time.
3. In **many** disciplines/programs there are large amounts of **work** that can be organized in a variety of ways to create **positions** that are educationally sound,
4. Deans/Directors will establish positions **after** consultation with Convenors/Coordinators for the discipline/program.

Process

1. Positions required to meet specific educational requirements are identified from the **work** available.
2. Positions in any discipline/program are first assigned **to** existing regular and **term** employees (full-time **and** part-time).
3. By order of FTE service in the discipline/program the **new** term employees are given the **opportunity** to choose from those available positions for which they **are** qualified to teach.
4. **In** the event that **two** or more term **faculty** have identical term FTE service within **the**

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.

Letter of Understanding #15

1. The position of Manager for Centre(s) 2000 will remain excluded and be filled by Janet Knowles. If the position becomes vacant it will be filled in accordance with the Collective Agreement.

2.

(i) Effective with the commencement of the 1995/96 academic year there will be a Community and Contract Services Programmer. This will be the equivalent of a minimum of 1.0 FTE per academic year filled on a seconded basis. Secondments will be for varying periods of time. The duties will involve Community and program development and marketing for Community and Contract Services.

Faculty seconded to this position will:

(a) be employed under the terms of the Douglas College DCFA Collective Agreement. and

(b) will be backfilled in accordance with the terms of this Agreement,

Faculty will be seconded in accordance with the Selection process set out in 10.4.2 except that right of first refusal shall be given to existing Regular and Term C.E. programmers where these programmers are qualified. In the case of this clause Aqualified@ means that the C.E. programmer has sufficient content expertise in the development area. If no one wishes to be seconded employees will be hired in accordance with the Collective Agreement.

(ii) The Selection Committee shall consist of the Manager of Centre(s) 2000, a Programmer (C.E.) And a faculty member from a department most closely related to the development area.

3.

(i) Where the College hires project managers, after the date of this agreement the Project Manager shall be hired by the College in accordance with the clients requirements.

(ii) The College will deduct DCFA dues from the amounts paid to project managers but these project managers will not be members of the DCFA and the terms and conditions of the Collective Agreement will not apply except as specified in this Letter of Understanding.

(iii) Project Managers will be paid on a contract basis utilizing the hourly rate for Community programmers as set out in Article 11.1.1 of the Collective Agreement.

(iv) Twice in every academic year the Employer shall advise the DCFA of the number of Project Manager contracts in effect.

4. If the College determines that it has sufficient ongoing work to create a full-time project manager position:

- (a) the position will be filled by way of the selection process as set out in Article 6.4;
- (b) the parties shall meet and endeavour to agree to terms and conditions of employment for the position; and
- (c) where agreement cannot be reached the matter of terms and conditions of employment will be referred to S. Kelleher for mediation/binding arbitration. In reaching his decision Mr. Kelleher shall take into account the nature of Centre(s) 2000.

5. The existing layoff situation in Continuing Education (pending) is to be rescinded, subject to the successful implementation of the agreement to have Ms. Chudnovsky transfer from C.E. to Child, Family and Community Studies.
6. The College commits that credit programs shall not be offered through Centre(s) 2000 without using DCFA faculty employed under the terms and conditions of the Collective Agreement.
7. The College shall not transfer base FTE funding generated by C.E. to Centre(s) 2000.
8. S. Kelleher will retain jurisdiction to resolve on an expedited basis any dispute arising from the interpretation or application of this letter.

Letter of Understanding #16

CONTINUING EDUCATION PROGRAMMERS CONTINUING EDUCATION PROGRAMMERS

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

Letter of Understanding #17

DOUGLAS COLLEGE DEVELOPMENT

(a) The Association and the College agree to institute a process whereby probationary faculty members, selection committees, and administrators are encouraged to utilize elements of the Douglas College Development as set out in the Teaching Excellence Programme in accordance with Article 6.1.2 (b) (v), as part of the probationary process. It is the intent of the parties to utilize elements of the Teaching Excellence programme to support probationary faculty member and to provide meaningful information for the probationary evaluation.

(b) For all faculty, the parties agree to develop a systematic method for presenting an outline of professional and curriculum development activities, and reporting professional and curriculum development activities, performed in accordance with Article 10,10.3 (b).

This method will take into account and support all types of professional development activities and curriculum development. eg. participation in Douglas College Development, research, professional committees.

(c) The intent of the parties will be to complete this process within 90 days of the ratification of this agreement and both sides agree to participate in these discussions in good faith,

Letter of Understanding #18

TEMPORARY REDUCTION OF THE EDUCATIONAL LEAVE FUND

For the periods from April 1, 1997 to March 31, 2000 the amount of monies set aside for the Educational Leave fund will be reduced from 2% of salaries to 1.25% of salaries. It is clearly understood that 2% of salaries will be re-instituted effective April 1, 2000.

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