

# Douglas College Faculty Collective Agreement

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## [ARTICLE 1 - PRELIMINARY](#)

### 1.1 Term of Agreement - Continuation Clause

The duration of this Agreement shall be from April 1, 2001 to March 31, 2004. 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event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.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.

### 1.2 Parties to Agreement

THIS AGREEMENT, entered into on the 30th of April, 2001.

BY AND BETWEEN

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

### 1.3 Definitions

(a) 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 1.3 (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 13.8.

(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) Regular Half-Time Work

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

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

College FTE - College FTE shall mean both regular and contract FTE service gained since first regular appointment at Douglas College. College FTE service in the department/discipline/program is used in determining the order of layoff in relation to Article 9.2. (Layoff and Recall). In the event of a tie in College FTE, prior Contract FTE will be used as a tie-breaker.

Contract FTE - Contract FTE shall mean FTE service gained in a contract appointment in a department/discipline/program. Contract FTE, as provided in Article 6.2.3, in the department/discipline/ program is used for offering of contracts to contract faculty. Contract FTE is also used as a tie breaker where more than one faculty member in a department/discipline/program have identical College FTE.

#### 1.4 Precedence of Agreement

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

## ARTICLE 2 - UNION SECURITY

### 2.1 Union Recognition/Bargaining Unit Description

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

### 2.2 Union Security/Faculty Association

(a) The Association president and vice-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 6.2.3(e).

## 2.3 Dues Deduction

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

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

## 2.4 Union Representation (general)

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

## 2.5 Faculty Association Business

- (a) To facilitate the operation of the Collective Agreement and employer-employee relationships, the Association will be provided quarter-time leave of absence without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The College agrees that, while the granting of leave in excess of half-time for any one individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing, to the appropriate administrator responsible and the 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.

## 2.6 Contracting Out

***Note: Additional provisions regarding Contracting Out are contained in the Common (provincial) Agreement dated March 30, 2001. Such Contracting Out provisions are contained in Article 6.6 of the Common Agreement.***

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

The parties recognize and agree that there may be situations or programs which require supplementary or special expertise, and which necessitate the

contracting out of work normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between parties.

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

## 2.7 Labour Disputes

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

## 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.

### **3.2 Union - Management Relations**

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

## **ARTICLE 4 - GRIEVANCE PROCEDURE AND ARBITRATION**

### **4.1 Interpretation**

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

#### **4.1.1 Grievance Procedure**

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

(b) 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 4.1.1 (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 4.1.1 (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 4.1.1 (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 4.1.1 (g)], the matter shall be dealt with by arbitration as set forth in Article 4.1.2.

(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 4.1.1 (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 4.1 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

#### 4.1.2 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.

**4.2 Amending of Time Limits**

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

**4.3 Powers of Arbitrator/Jurisdiction and Authority**

(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.

**4.4 Expenses and Costs of Arbitration**

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

**4.5 Expedited Arbitration**

This procedure applies to arbitration of any grievance involving interpretation, application or alleged violation of Articles 9.2, including any question as to whether the grievance is arbitrable.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 9.2.2(e) shall be limited to determining whether a faculty member is qualified to instruct the remaining courses or to perform the remaining services in a department/discipline/program in which another faculty member has been identified for a redundancy declaration.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 9.2.2(e) shall be limited to determining whether a faculty member who has been declared redundant can be reassigned on the basis of his/her qualifications to a position as described in Article 9.2.2(e)(ii). Article 4.1.2 (c) inclusive applies to this expedited procedure.

#### Arbitrator's List

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

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

#### Pre-Hearing Procedure

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

- (a) has been appointed by agreement of the parties under either Article 9.2.2(d) or Article 9.2.2(e)(ii);
- (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 5 - HIRING AND EVALUATION

### 5.1.1

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.

### 5.1.2

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.

## 5.2 Selection Committees

### 5.2.1 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.

### 5.2.2 Eligibility for Election

All regular faculty who are part of the discipline(s) or closest related discipline(s) shall be eligible for membership on the Selection Committee, unless a conflict of interest is deemed to occur.

### 5.2.3 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.

### 5.2.4 Responsibilities of Selection Committee

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

- (b) 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.
  - (c) 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.
- (ii) 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/Co-ordinator 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.

### 5.3 Hiring Procedure

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

(c) 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.

(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.

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.

(e) 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.

(f) 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.

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

### **5.3.2 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 Dean/designate not wish to follow the Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.
- (f) Faculty hired through the external selection process shall be given regular status and be subject to a two-year probationary period.
- (g) 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.

### **5.3.3 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 5.8.1 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 5.3.4.

(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 12.5 and 12.8, then the faculty member loses all accumulated FTE credit in the department/discipline.

#### **5.3.4 Selection of Contract Faculty - Selection of New Contract Faculty**

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

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



- (g) The contract faculty member is responsible for providing, to the Administrator responsible any changes to the address and phone number at which he/she can be contacted for contract offerings. Failure to provide the Administrator with current address and phone number will be deemed to be a refusal of contracts for the semester.
- (h) As of the dates set out in section (f) of this clause, initial written contract offers will be sent to contract faculty. Contract offers made in accordance with this paragraph must be signed and received by the College within ten (10) days or the offers will be deemed to have been refused.

#### **5.4 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.

#### **5.5 Course Cancellation/Compensation**

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

##### **5.5.1 Cancellation of Contracts**

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

##### **5.5.2**

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.

#### **5.6 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.

## **5.7 Probation**

### **5.7.1 Probation - Regular Faculty**

- (a) All regular faculty must successfully complete two years in a probationary appointment.
- (b) The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular employee.
- (c) 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 (4.1.1 (f)) of the grievance procedure.
- (d) 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.
- (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 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.
- (f) 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.
- (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.

## **5.8 Evaluation**

### **5.8.1 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.

### **5.8.2 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.

### **5.8.3 Developmental Evaluation**

- (a) The DCFA and College Management agree to establish a Joint Faculty Developmental Evaluation Steering Committee through LMRC to develop a process for developmental evaluation of post-probationary faculty. This process is to be completed by April 30, 2002.
- (b) The primary goals of development evaluation are to promote reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.

### **5.8.4 Access to Information in the Evaluation File**

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

## **ARTICLE 6 - CREATION OF FACULTY POSITIONS**

### **6.1 Determining Workload Assignments**

- (i) 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.
- (ii) 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.
- (iii) For Fall semester contracts, contract faculty must provide the written advice by July 1, previous, for Winter semester contracts by November 1, previous, and for Summer semester by March 1, previous.

### **6.1(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.

#### **6.1(b) Offering of available regular work**

(i) Work identified as available work in accordance with Article 6.1(a)(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:

- part-time post-probationary regular faculty in order of FTE service up to a full workload.
- part-time probationary faculty in order of FTE service up to a full workload.

(ii) 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.

(iii) Where a faculty member does not accept the workload, the work shall be offered to the next eligible faculty member using the process set out in 6.1(a)(i) to 6.1(iii) and 6.1(b)(i) to 6.1(iii) until the work has been offered to all qualified part-time regular faculty who are available and can be scheduled to provide the instruction.

(iv) Where available instructional work remains after the process set out in 6.1 has been completed, then the College shall identify the remaining available work which is half-time or more and offer it in the following priority order:

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.

- (v) 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.
- (vi) Where additional instructional work of half-time or more becomes available after April 1, but prior to July 1, e.g. temporary assignments, the College shall fill these positions following the process set out in 6.1.
- (vii) 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.
- (viii) Except as otherwise filled through 6.1(b)(i), 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.
- (ix) Work awarded prior to September 1 to regular faculty under 6.1(b)(viii) 1. and 2. shall be considered as part of the established workload of a regular employee.
- (x) Work awarded to contract faculty under 6.1(b)(viii) 3. shall be contract work and paid at contract rates.
- (xi) Nothing in this Collective Agreement prevents the College from establishing an ongoing regular position where the College determines an

ongoing regular position is required.

### **6.1(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 Articles 9.2.1 and 9.2.2 shall apply where there is a reduction in this workload.

## **6.2 Seniority**

### **6.2.1 Calculation of**

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

### **6.2.2 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.

### **6.2.3 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/Co-ordinator, 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.

#### **6.2.4 Seniority - Regular Faculty**

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.

#### **6.2.5 Secondments and Multi-discipline Teaching**

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

#### **6.2.6**

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

### **ARTICLE 7 - ADMINISTRATION AND GOVERNANCE**

#### **7.1 Election of Chairs**

- (a) The Chair position shall be established at the discretion of the



faculty in the affected department/discipline/program and filled by a regular faculty member.

- (b) Effective September 1, 1993, time release for Chairs shall be as follows and shall only apply to the Faculties of Humanities and Social Sciences; Language, Literature and Performing Arts; and Pure and Applied Sciences and Technology.
- (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/Director.  
  
The Dean/Director will provide a written announcement of a meeting during which a Chair election will take place, at least two weeks prior to the date of the meeting.  
  
Participation of faculty in such meetings for the purposes of elections may be facilitated by telephone or teleconference.  
  
Chair elections will be determined by majority vote of the faculty, by either a show of hands or by ballot, as determined appropriate by the department, discipline or program.  
  
Following election, the Dean/Director 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.
  - (iii) A Chair can be removed from the position by a majority vote

of regular faculty present and voting at a duly called meeting of the discipline(s)/program(s).

- (iv) When a vacancy is unable to be filled by the above process, it is understood that the Administration will assume the duties normally performed by the Chair.

## 7.2 Selection of Co-ordinators

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

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

### (b) External Selection

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

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

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

## 7.3 Governance Releases

A faculty member elected to the position of Education Council Chair shall be

entitled to four sections (one-half time) of release time for each complete year of office. Such entitlement shall be prorated for partial year of office.

#### **7.4 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.

#### **7.5 Administrators Moving Into Faculty Positions**

Administrators may, at their or the College's request, transfer to a teaching position in their field of expertise at any time if a vacancy exists, and after consultation with the appropriate Selection Committee. This transfer shall take priority over the applications of persons other than full-time instructors. Administrators assuming instructional responsibilities will be governed by Article 5.7.1 for all instructional activities.

#### **7.6 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.

### **ARTICLE 8 - DISCIPLINE, SUSPENSION AND DISCHARGE**

#### **8.1 Discipline**

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

Probationary regular faculty shall not be disciplined, suspended or discharged prior to the expiry of their probationary term, without just cause.

- (b) Where a contract faculty member or probationary regular faculty member has received an unsuccessful evaluation as per Article 5.8, he/she shall be advised of when his/her next evaluation will be. Should a contract faculty member or probationary regular faculty member receive two (2) consecutive unsuccessful evaluations, he/she shall be terminated at the end of his/her contract/appointment. In all other cases a contract faculty member or probationary regular faculty member shall not be disciplined, suspended, or discharged without just cause.

#### **8.2 General Provisions**

- (a) Faculty have the right to appeal any suspension to the College Board, pursuant to Section 28(1) of the College and Institute Act after the grievance has been completed at Step 3.
- (b) Grievance timelines provided in Article 4.1.1 may be waived by written agreement between the College and the Association.

## ARTICLE 9 - RESIGNATION, RETIREMENT, LAYOFF AND RECALL

### 9.1 Resignation/Retirement Policy

If four months' notice of intended termination is given by a faculty member, then either full vacation or prorated vacation (dependent upon which is appropriate) will apply. Prorated vacation shall mean vacation pay calculated on the basis of the remaining portion of the contract year of the faculty member, using ten (10) months as a base. Otherwise the College is not obligated to pay more than 4% vacation pay.

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 13.8 until age seventy.

### 9.2 Layoff and Recall

**Note: Provisions regarding Labour Adjustment are contained in the Common (provincial) Agreement dated March 30, 2001. Such Labour Adjustment provision is contained in Article 6.5 of the Common Agreement.**

#### 9.2.1 Layoff of Regular Faculty With Less Than Four (4) Years' FTE As A Regular Faculty

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

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

#### (a) Reasons for Layoff

Effective for appointments made commencing with the Fall 1993

semester, faculty who attain regular status may be laid off where there is insufficient available work of half-time or more to:

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

**(b) Notice of Layoff for Faculty with less than four (4) years' FTE as a regular faculty**

- (i) 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.
- (ii) Credit of seniority toward probationary period

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

**(c) Loss of Recall Rights**

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 5.5.3(e), if he/she refuses all work at the College in the department/discipline/program for two consecutive semesters or does not work in the department/discipline/ program as a faculty member for a period of two years before the beginning of the relevant appointment, except where he/she are on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 12.5 and 12.8, then the faculty member loses all accumulated FTE credit in the department/discipline/program.

**9.2.2 Layoff of Regular Faculty With Four Years' or Greater FTE Service As A Regular Faculty**

For faculty who were appointed to regular positions prior to the Fall 1993 semester, or faculty hired for regular appointments on or after the Fall 1993

semester, and who have completed his/her probationary appointment and two years in a 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 9.2.2 to 9.2.3 shall apply.

**(a) Order of Layoff**

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

**(b) Seniority By-pass**

(i) Where a faculty member in a department/discipline/program has been identified under Article 9.2.2(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 9.2.2 (a) shall not apply to the faculty member identified.

(ii) In the event Article 9.2.2(b) 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 appointment. This process will continue in reverse order of FTE service with the College (least to most) since the starting date of the first regular appointment contract until a faculty member's position in the department/discipline/program has been identified.

(iii) A faculty member who has been declared redundant by operation of 9.2.2(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.

(iv) 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.

**(c) Disputes - Relevant Faculty/Department**

Any dispute as to the relevant department/discipline/program would be resolved at the Labour-Management Relations Committee.

**(d) Disputes - Qualified to Instruct**

- (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 4.1.1 and 4.1.2. 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 9.2.2(d) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

**(e) Reassignment****(i) Process for Reassignment**

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

**(ii) Decision of Administrator**

The Administrator, after consultation with the faculty member 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 (4.1.1 (f)). If the grievance is not resolved, it shall be subject to arbitration by a sole arbitrator chosen from a previously agreed-upon list.

For the purposes of Article 9.2.2(e), a position would be deemed to exist if there was,

- a. a recognized vacancy for a regular position, or,
- b. sufficient on-going work equivalent to his/her

established workload.

(iii) Failure of Reassignment Process - Severance

If the affected faculty member is unable to be reassigned to one of the positions outlined in Article 9.2.2(e), his/her employment with the College will be terminated, and he/she will receive one (1) month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

(iv) Refusal of Reassignment - Severance

Where a faculty member is eligible to be reassigned in accordance with Article 9.2.2(e), and advises the College that he/she does not wish to exercise this option, he/she shall be entitled to one (1) month's severance pay for every full year of FTE service as a regular faculty member to a maximum of twelve (12) months' severance pay.

(f) **Notice and Consultation**

(i) Notice to Union

The College shall, as soon as possible in advance and no later than one (1) month prior to the date of notice in 9.2.2(e)(iii) and 9.2.2(e)(iv) 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.

(ii) Consultation with Union

a. The College shall engage in discussion and consultation with the Association on the proposed obsolescence or redundancy.

b. The College shall give the Association an opportunity to present written submissions on the proposed obsolescence or redundancy.

(c) Notice of Layoff for Faculty with less than four (4) years' FTE as a regular faculty

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.

### **9.2.3 Recall**

#### **(a) Eligibility**

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 Article 9.2 and who are qualified for the position. Such offers of reappointment shall be made in the reverse order of termination in the specific department/discipline/program. 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 Employee Relations informed of his/her mailing address and telephone number, promptly report any changes, and accept or reject notice of recall from the College within thirty (30) days of receipt of notice.

#### **(b) Employment Conditions upon Recall**

If a faculty member has been recalled under this provision, his/her new date of appointment will be the date of his/her first contract for the purposes of Article 9.2.2(e)(ii).

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.

#### **(c) Right To Claim Contract Work**

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

#### **(d) Refusal of Recall**

A faculty member who rejects a recall to a regular position shall be

deemed to have resigned from the College.

## ARTICLE 10 - HOURS OF WORK /WORKLOAD

### 10.1 Normal Duties

- (a) The ten (10) months accountable time includes such activities as teaching, the counselling of students, curriculum and professional development and participation on a variety of educational committees.
- (b) Within the ten (10) month accountable time, all regular faculty members will normally be assured a minimum of one (1) month professional and curriculum development time.
- (c) At least one (1) month before the commencement of any period of professional development, the faculty member concerned may be requested by the College to submit to the appropriate Professional Development Committee and Administrator an outline of his/her proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Administrator.
- (d) 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.

### 10.2 Contact Hours

(a)

<u>Type of Instruction</u>	<u>Contact hours</u>
Classroom Related	16
<u>Music Rehearsal</u>	<u>16</u>
Reality Environment	18
<u>Music Private Lesson</u>	<u>24</u>
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 (b) 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 6.1 (b) (viii), does not apply.

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

(iii) No instructor will be required to accept into a course section a number of students greater than that specified in the curriculum guidelines approved through the College Governance System.

(d) There will be a maximum of seven (7) hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed to by the Association.

(e) Nothing in this section is to be construed that:

(i) the classroom contact hours must be seven (7) hours total per day, or

(ii) those contact hours so stated are the total hours work expected from faculty members.

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

- (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 5.3.3 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(a), 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.

### 10.2.4 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.

### 10.3 Overloads

**Note: Additional provisions regarding Overloads are contained in the Common (provincial) Agreement dated March 30, 2001. Such Overload provision is contained in Article 12.6 of the Common Agreement.**

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.

#### 10.4.1 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 5.2.

(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) For authorized travel among College campuses, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:

= the first campus reported to each day will, for the purpose of this article, be the "home" campus for that day and inter-campus mileage will accumulate from that location.

= there will be no mileage claim allowed for travel from the last campus to home.

(c) For authorized travel to other assigned (non-campus) work sites, mileage will be paid at the rate established by the College Expense Guidelines on the following basis:

= a "home" campus will be established for each faculty member based on the primary location of the instructional responsibilities of their program or on the campus location where the faculty member has the majority of instructional duties.

= where authorized travel from home to an assigned (non-campus) work site is greater than travel from home to the "home" campus, the additional mileage traveled will be compensated both ways.

(d) Faculty members who are required by the College to travel in excess of six (6) days in any calendar month for which they are entitled to receive compensation as per 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 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee. It is the employee's responsibility to purchase Class 007 vehicle insurance when necessary.

## **10.6 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.

### **10.6.1 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 12.7 - General Leave, Unpaid. A temporary workload reduction is for a period of time not to exceed two (2) years.

### **10.6.2 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/Director. Should the Dean/Director not wish to follow the Selection

Committee's recommendations regarding the requirements stated above, and/or as a result of Divisional or College-wide impact of making the decision, the Dean/Director will meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.

(e) A faculty member who obtains a reduced workload shall relinquish all claim to his/her full-time position. A faculty member on a permanently reduced workload may apply in writing for an increased workload in accordance with the Collective Agreement after working two years at permanently reduced work load. The faculty member requesting an increased workload under this article will be offered work identified as available work in accordance with Article 6.1(b).

### **10.6.3 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/Director following consultation with the affected faculty.

### **10.6.4 Parking**

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

## **10.7 College Wide Professional Development Program**

(a) The parties agree to establish a Professional Development Program for the maintenance and development of the faculty members' professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence are the primary professional development activities of faculty members.

(b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.

(c) A joint advisory committee consisting of one regular faculty member from each Department's Professional Development Committee and two administrators will make recommendations for the operation,



financing and management of the Professional Development Program. In any event the College will allocate a minimum of \$3000 for the financing of the Professional Development Program.

#### 10.7.1 Faculty/Department 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 10.7(c).
- (f) In addition, the Committee has the responsibility of drawing up guidelines for the disbursement of department professional development funds and receiving from the faculty, applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the appropriate Administrator. Disbursements shall be over the Administrator's signature, which will not be unreasonably withheld. If the Administrator does not sign the request, then the Chair of the Professional Development Committee shall be informed immediately and a reason shall be supplied. The Administrator may not expend the funds allocated in 10.7.1 (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.

**ARTICLE 11- SALARIES AND SECONDARY SCALES****11.1 Salary Scale**

Step	<u>Annual Salary</u> <u>April 1, 2001 to</u> <u>March 31, 2002</u>	<u>Annual Salary</u> <u>April 1, 2002 to</u> <u>March 31, 2003</u>	<u>Annual Salary</u> <u>April 1, 2003 to</u> <u>March 31, 2004</u>
- 13	<u>46,776</u>	--	--
12	<u>48,158</u>	--	--
11	<u>49,581</u>	--	--
10	<u>51,046</u>	<u>47,712</u>	- <u>48,666</u>
- 9	<u>52,554</u>	<u>50,062</u>	- <u>51,063</u>
- 8	<u>54,107</u>	<u>52,412</u>	- <u>53,460</u>
- 7	<u>55,706</u>	<u>54,762</u>	- <u>55,857</u>
- 6	<u>57,352</u>	- <u>57,112</u>	- <u>58,254</u>
- 5	<u>59,047</u>	- <u>59,462</u>	- <u>60,651</u>
- 4	<u>60,791</u>	- <u>61,812</u>	- <u>63,048</u>
- 3	<u>62,587</u>	- <u>64,162</u>	- <u>65,445</u>
- 2	<u>64,436</u>	- <u>66,512</u>	- <u>68,238</u>
- 1	<u>66,504</u>	- <u>71,000</u>	- <u>73,257</u>

Notes: \$3,166 added to Step 1 in April 1, 2002 and an additional \$900 added to Step 1 in April 1, 2003 as a Labour Adjustment

Scale Movement April 1, 2002: 13 to 10  
 (funded by Labour Adjustment) 12, 11 to 9  
 10 to 8  
 9, 8 to 7  
 7 to 6  
 6 to 5  
 Rest unchanged

**11.1.1 Contract Faculty Rates**

April 1, 2001 - March 31, 2002

	Contact Per Hours	Semester		Monthly	Weekly
		Credit*	Equiv.**	FT	FT Hourly
Classroom Related	16	<u>\$1621</u>	<u>\$4864</u>	<u>\$1123</u>	<u>\$70.19</u>
Music Rehearsal	16	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>70.19</u>
Reality Environment	18	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>62.39</u>
Music Private Lesson	24	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>46.79</u>
Simulation Environment	24	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>46.79</u>
Individual Learning	24	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>46.79</u>
Practicum Supervision	32	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>35.09</u>
Counselling/Research and Development/ Librarian Related/ Community Programmers	35	<u>1621</u>	<u>4864</u>	<u>1123</u>	<u>32.09</u>

This is inclusive of vacation pay.

\* Presumes standard 3-credit course

\*\* Normal monthly maximum

April 1, 2002 - March 31, 2003

	Contact Per Hours	Semester		Monthly	Weekly
		Credit*	Equiv.**	FT	FT Hourly
Classroom Related	16	<u>\$1654</u>	<u>\$4962</u>	<u>\$1146</u>	<u>\$71.63</u>
Music Rehearsal	16	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>71.63</u>
Reality Environment	18	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>63.67</u>
Music Private Lesson	24	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>47.75</u>
Simulation Environment	24	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>47.75</u>
Individual Learning	24	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>47.75</u>
Practicum Supervision	32	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>35.81</u>
Counselling/Research and Development/ Librarian Related/ Community Programmers	35	<u>1654</u>	<u>4962</u>	<u>1146</u>	<u>32.74</u>

This is inclusive of vacation pay.

\* Presumes standard 3-credit course

\*\* Normal monthly maximum

April 1, 2003 - March 31, 2004

	Contact Per	Semester	Monthly	Weekly	Rate
			Hours	Credit*	
Classroom Related	16	\$1687	\$5062	\$1169	\$73.06
Music Rehearsal	16	1687	5062	1169	73.06
Reality Environment	18	1687	5062	1169	64.94
Music Private Lesson	24	1687	5062	1169	48.71
Simulation Environment	24	1687	5062	1169	48.71
Individual Learning	24	1687	5062	1169	48.71
Practicum Supervision	32	1687	5062	1169	36.53
Counselling/Research and Development/ Librarian Related/ Community Programmers	35	1687	5062	1169	33.40

This is inclusive of vacation pay.

\* Presumes standard 3-credit course

\*\* Normal monthly maximum

#### **NOTE: See 5.5.1 - Cancellation of Contracts**

##### **11.1.2 Salary Rate**

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

##### **11.1.3 Payment of Salaries**

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

##### **11.1.4 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.

##### **11.1.5 Placement on Salary Scale**

- (a) (i) Initial placement of faculty on scale shall be determined using the common salary scale developed through provincial common table bargaining and included at Article 11.1 of the Agreement.
- (ii) Effective April 1, 2001, in no case will this scale placement language result in scale placement on the common salary grid above Step 10.

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(iii) Effective April 2, 2002, in no case will this scale placement language result in scale placement on the common salary grid above Step 6.

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(iv) Effective April 2, 2003, in no case will this scale placement language result in scale placement on the common salary grid above Step 5.

(v) The following criteria shall be used to determine the step on the common grid at which any employee shall be initially placed.

One additional step for a degree at the Bachelor level

OR

Two additional steps for a Masters Degree

OR

Four additional steps for a 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 the faculty member will be credited with the appropriate increment step, not to exceed the maximum as provided in Articles 11.1.5.

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

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

(b) Effective April 2, 2002 current faculty placed at Steps 10 through 7 on the common salary grid may apply for scale placement in accordance with Article 11.1.5 (a)(iii) to a maximum placement of Step 6.

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Effective April 2, 2002, current faculty placed on Steps 5 through 2 will be moved one additional step on the common salary grid.

Effective April 2, 2002, faculty placed on Steps 6 through 1 and who were hired on or after August 1, 1993 will receive a one time only payment in accordance with the following table:

Step at April 2, 2002 One time only payment

<u>1</u>	<u>\$4030</u>
<u>2</u>	<u>2775</u>
<u>3</u>	<u>2275</u>
<u>4</u>	<u>1775</u>
<u>5</u>	<u>1275</u>
<u>6</u>	<u>775</u>

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

(c) Advancement on the Salary Scale

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

11.1.6 Increment Date for Regular Part Time Faculty

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

11.2 Secondary Scales

11.2.1 Guided Study Course Contracts

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

\$100 per credit for the first student and  
\$50 per credit for each additional student.

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

**(NOTE: CROSS REFERENCE LOU #9 ON PLAR)**

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

***Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated March 30, 2001. Such Leave provisions are contained in Article 7 of the Common Agreement.***

**12.1 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**

- (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.
- (d) Where a faculty member voluntarily elects to teach in three semesters, vacation time will be scheduled intermittently throughout the academic year, taking operational requirements into account.
- (e) For faculty that have instructional responsibility regularly scheduled throughout the year, vacation schedules will include at least one, one month block.

## 12.3 Educational Leave

***Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated March 30, 2001. Such Leave provisions are contained in Article 7 of the Common Agreement.***

### 12.3.1 Definition of Educational Leave

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

### 12.3.2 Purposes

Educational Leave may be used for any of the following:

updating experience in business, industry, community service, etc.;

studying in depth comparative systems and methods at different institutions;

studies relevant to the College curriculum;

studying new technological developments related to the instructional or administrative role of the faculty member; and

scholarly research or other activities calculated to be of mutual benefit to the College community and the faculty member.

### 12.3.3 Eligibility

(a) All regular faculty members are eligible for the two options specified in 12.3.5 and 12.3.6, 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.

#### (b) Credit for Previous Employment

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.

#### (c) Four (4) Month Leave

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

#### (d) One (1) Year Leave



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

#### **12.3.4**

Variations in the dates of Educational Leave are possible.

#### **12.3.5 Compensation During Educational Leave**

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.

#### **12.3.6 Educational Leave Funding**

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.

#### **12.3.7 Reporting on Use of Funds**

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.

#### **12.3.8 Salary Adjustments, Benefits and Accrual of Seniority on Educational Leave**

- (a) 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.
- (b) Traveling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.
- (c) Time spent on Educational Leave under this article shall count as full-time equivalent (FTE) service for the purposes of Article 9.2.

### **12.3.9**            **Application Procedure**

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

- guidelines for educational leave applications will be available from the Administrator responsible.
- written applications are to be submitted to the Administrator responsible.
- the application must include a letter of support from the applicant's Dean/Director. This letter of support will provide comment on the value of the Educational Leave to the department/program and to the faculty
- other letters of support from faculty peers, external colleagues, etc., may be submitted with the application
- the application together with the comments and recommendations will then be submitted to the Educational Leave Committee

### **12.3.10**            **Late Applications**

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

### **12.3.11**            **Educational Leave Committee**

The Educational Leave Committee shall be composed of one representative elected from each Faculty/Department 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.

### **12.3.12**            **Recommendations of Committee**

The Educational Leave Committee will consider all applications submitted by the October 15 date. The Educational Leave Committee will interview all applicants whose submissions meet the Educational Leave criteria (as per Articles 12.3.1 and 12.3.2) By January 15 the Committee 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.

### **12.3.13**            **Decision of the President**

By January 31 the College President will advise the applicants of his/her final decision. A copy of the report of the Educational Leave Committee will be

provided to each applicant.

### **12.3.14**

#### **(a) Returning From Educational Leave**

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

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

Faculty are required within two 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.

#### **(c) Cancellation of Educational Leave Debt by a Faculty Member**

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.

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

Upon returning from leave of absence under Article 12.3, 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 9.2.

### **12.4 Bereavement Leave**

***Note: An additional provision regarding Bereavement Leave is contained in the Common (provincial) Agreement dated March 30, 2001. Such Bereavement Leave provision is contained in Article 7.6 of the Common Agreement.***

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

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

Spouse equivalent, for the purpose of this clause, is defined as a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite

sex cohabit for a period of at least two (2) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

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

## 12.5 Maternity, Parental and Adoption Leaves

**Note: Additional provisions regarding Supplemental Employment Benefit Plan for Maternity and Parental Leave are contained in the Common (provincial) Agreement dated March 30, 2001. Such Supplemental Benefit Plan provision is contained in Article 8.4 of the Common Agreement.**

- (a) Maternity Leave

- (i) An employee, on her written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.

- (ii) A request made under subsection (i) should be made as soon as possible, but in any event must:

- be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and

- be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

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

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

- (b) Parental and Adoption Leave

- (i) 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 12.5 (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 12.5 (b) should be made as soon as possible, but in any event at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave.

These requests will be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 12.5 (a), or a letter from the agency that placed the child providing evidence of the adoption of the child.

(c) Benefits and FTE Service

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

the employer pays the total cost of the plan, or

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

(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.

## 12.6 Jury Duty and Court Appearance

**Note: An additional provision regarding Jury Duty and Court Appearances is contained in the Common (provincial) Agreement dated March 30, 2001. Such Jury Duty and Court Appearances provision is contained in Article 7.8 of the Common Agreement.**

- (a) When summoned to serve on a jury, or when summoned or subpoenaed to appear in court or as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.
- (b) When a faculty member is required to appear in court in his/her own defence, he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 8.1.
- (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.

## 12.7 General Leave, Unpaid

**Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated March 30, 2001. Such Leave provisions are contained in Article 7 of the Common Agreement.**

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

Applications shall be made in writing to the Administrator responsible.

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

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

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

- (b) Where a leave approximating one (1) year in length is granted, the faculty member's contract shall be deemed to be extended from August 31st of the year of expiration stated in the contract to August 31st next following.

- (c) No salary increment is payable for a period of leave of absence without pay unless the College President, upon written request from the faculty member concerned, decides the leave is spent in activities relevant to the College curriculum. In this case the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the College President judges that the activities are not relevant to the College curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.
- (d) No benefits shall be payable by the College for an employee on leave without pay, except as provided in this Agreement. If an employee proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefits, the College shall remit these payments to ensure continuing coverage: life insurance, medical services, 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.

#### 12.7.1 Leave of Absence Without Pay - Contract Faculty

***Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated March 30, 2001. Such Leave provisions are contained in Article 7 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).

#### 12.7.2 Deferred Salary and Guaranteed Leave

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

costs will be made known to faculty prior to their joining the plan.

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

Note: Also see workload reduction 10.6 (b)

## 12.8 Political Leave

(a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the College for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions.:

(i) The work of the division of the College will not suffer unduly;

(ii) The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;

(iii) The regular faculty member will pay the College's share of fringe benefit premiums.

(b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the College.

(c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one (1) term of political office. Such a leave of absence will be governed by the provisions of 12.7.

(d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, premises, or with College equipment/services.

## 12.9 Rights Upon Return From Leave

Upon returning from leave of absence under Articles 12.4 - 12.8, the faculty member is assured of resuming his/her previous position and duties or an equivalent position and duties, subject to the provisions of Article 9.2.

## ARTICLE 13 - HEALTH AND WELFARE BENEFITS

**Note: Additional provisions regarding Health and Welfare Benefits are contained in the Common (provincial) Agreement dated March 30, 2001. Such Health and Welfare Benefit provision is contained in Article 9 of the Common Agreement.**

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



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

### 13.1 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

***Note: Additional provisions regarding Health and Welfare Benefits are contained in the Common (provincial) Agreement dated March 30, 2001. Such Leave provisions are contained in Article 9 of the Common Agreement.***

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

The Extended Health Benefit includes the cost of necessary eye glasses and contact lenses. The EHB policy will pay 80% of the actual cost to a maximum reimbursement of \$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

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 \$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

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

**Note: Additional provisions regarding Disability Benefits are contained in the Common (provincial) Agreement dated March 30, 2001. Such Disability Benefit provision is contained in Article 9.3 of the Common Agreement.**

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, professional development, and increments.

### 13.6 Long Term Disability

**Note: Additional provisions regarding Disability Benefits are contained in the Common (provincial) Agreement dated March 30, 2001. Such Disability Benefit provision is contained in Article 9.3 of the Common Agreement.**

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 Plan 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.

## 13.8 Contract Faculty Benefits

- (a) Contract appointments that fall under Article 1.3(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 10.2.

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

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

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

- (d) Where a contract faculty member is extending their benefit coverage beyond his/her existing contract(s) for a minimum of thirty (30) days, the employee shall pay the cost of the premiums, in advance, in accordance with procedures established by the employer. Failure to provide payment of such premiums in advance will result in the cancellation of benefits coverage.

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

- (f) Where a contract faculty member is continuing benefits up to the commencement date of a new contract(s), the premiums shall be deducted from the first pay cheque received under the new contract(s).

## ARTICLE 14 - PROTECTION OF EMPLOYEES

***Note: Article 2 - Harassment contained in the Common (provincial) Agreement dated March 30, 2001 supercedes local provisions on Harassment. Please refer to Article 2 - Harassment of the Common Agreement.***

## **14.1 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.

## **14.2 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 14.2 (a) shall be interpreted as prohibiting the parties from jointly agreeing to an affirmative action program.

## **14.3 Technological Change**

### **14.3.1 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.

### **14.3.2 Data to be Provided**

The notice and description mentioned in 14.3.1 and 14.3.2 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the College proposes to effect the changes;
- (c) the approximate number, type, and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on an employee or employees;
- (f) draft changes and additions to the Collective Agreement consequent to the technological change (see 14.3.5).

### **14.3.3 Notice to Employees Affected**

The notice mentioned in 14.3.1 and 14.3.2 and the information specified in 14.3.2 shall also be given to the employee or employees who will be affected by the technological change.

### **14.3.4 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.

### **14.3.5 Resulting Agreements**

Agreements reached between the parties under 14.3.4 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

### **14.3.6 Failure to Agree**

Where the parties do not reach agreement within sixty (60) days of the commencement of formal consultation under 14.3.4, and where various matters relating to the affected employees remain unsolved, either party may refer the matter to arbitration under Article 4.1.2.

### **14.3.7 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 14.3.5 or arbitration.

#### **14.3.8 Grievances Pertaining to Technological Change**

Grievances over the application, operation, or alleged violation of Article 14.3 shall commence at the level of the College President (see Article 4.1.1 (g)).

#### **14.3.9 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 9.

#### **14.4 Copyright**

***Note: Additional provisions regarding Copyright are contained in the Common (provincial) Agreement dated March 30, 2001. Such Copyright provisions are contained in Article 5 of the Common Agreement.***

#### **14.5 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.

#### **14.6 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.

##### **14.6.1**

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.

#### 14.6.2

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.

### ARTICLE 15 - GENERAL

#### 15.1 Operating Budgets

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

- (a) Development of the College budget begins with the development of the Program Profile Request to the Ministry which is normally based on the Master Education Plan. Preparation of the annual Program Profile submission will include consultations with the DCFA and Faculties.
- (b) For each fiscal year, budget guidelines will be developed for use in budget decision making. These budget guidelines will be developed in consultation with the DCFA and will provide for review by faculty throughout the College prior to final approval by Senior Management Team and the College Board.
- (c) Faculty in the Faculty/Department will be consulted for feedback with respect to any proposed changes to the Faculty/Department operating budget prior to annual approval by the Board.
- (d) Prior to submission of the final budget documents by the Administrator, the Faculty/Department budget will be reviewed at a duly



called meeting of the regular faculty of the appropriate Faculty/Department. During such duly called meetings, faculty will have the opportunity to vote in support or non-support of the Faculty/Department/Program budget. Where a faculty group elects not to vote in support or non-support of the budget, failure to hold such a vote shall not be grievable.

(e) Representation from the DCFA shall be invited to the final internal presentation of the annual proposed budget prior to submission to the College Board.

(f) The DCFA shall be provided with a copy of the annual budget approved by the College Board.

## 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.

## 15.4 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**

### **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/Co-ordinator.

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

It is understood that the triggering of point 5 will void any compensation under point 4 above.
  
6. This Agreement shall be in effect until March 31, 2004.
  
7. This agreement shall form part of the Collective Agreement between the Douglas College Faculty Association and Douglas College.

## **Letter of Understanding #2**

### **RETIREMENT INCENTIVES**

1. Qualification/Criteria
  - (a) The College may offer to a faculty member, or a faculty member may request of the College, a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following qualifications:
    1. is age 55 or over;
    2. has a minimum of ten (10) years' FTE service as a faculty member

at Douglas College;

3. is a regular faculty member on continuing appointment at the time of early retirement;
4. is on the maximum step of the salary scale;
5. resigns for purposes of retirement as a regular faculty member.

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

(i) faculty members will be ranked according to age plus FTE service;  
and

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

(c) Notwithstanding any other provision in this Agreement, no regular full-time faculty member shall be identified under Article 9.2.2 (Layoff of Regular Faculty With Four Years' or Greater FTE Service As A Regular Faculty) where it would be possible to avoid termination or reassignment by offering early retirement incentive to a faculty member described in paragraph (a), above, until and unless such offer(s) have been made and declined. The College may bypass selection criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

## 2. Agreement

(a) A faculty member has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, a faculty member's date of retirement or commencement date of leave shall be effective on a date mutually agreed upon between the faculty member and the President.

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

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

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

## 3. Alternatives

A. Lump sum payment

The retirement allowance will be paid in one sum on the date of retirement, an agreed-upon deferred date, or in pre-determined 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.

4. Protection of Medical Benefit Coverage

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

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

(b) An early retiring employee not immediately commencing receipt of a College pension may elect to continue his/her basic medical and extended health benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:

(i) written notification of the intent to continue these benefits is

provided to the 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 #3**

#### **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/ Co-ordinators 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 #4**

#### **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 #5**

#### **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.

#### **Letter of Understanding #6**

#### **FTE LIST**

The employer will compile a single FTE service list for faculty hired effective September 1, 1989 following the parameters mutually agreed upon through LMRC. (These parameters are outlined in the October 1, 1999 letter to DCFA from the College entitled FTE Service List). Copies of this list will be provided to the DCFA, the Dean/Director and affected faculty.

An affected faculty member may, within sixty days of the distribution of the FTE list, challenge the accuracy of his/her FTE service by providing to the Employee Relations Department with evidence of additional, earned FTE service. Within sixty 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.

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

#### **Time lines**

-  
A list of faculty FTE in areas where the calculations have been completed will be circulated to all parties by April 1, 2002.

A complete list will be circulated to all parties by April 1, 2003.

### **Letter of Understanding # 7**

#### **SELECTION PROCESS FOR FACULTY INVOLVED IN CTM CONTRACTS**

1. Where the Douglas College representatives to the Contract Training and Marketing Society (CTM) decide that CTM based contract work is linked closely to the work of an existing Douglas College program/department, the selection committee/process of the appropriate discipline will be utilized to allocate the contract work. Where the appropriate representatives to the CTM Society cannot agree, the process described in section 2 below will apply.

• Where CTM based contract work is not closely linked to any one program/department, or where the appropriate program/department is unable to carry out the work, the following process will be utilized:

- The contract will be posted and appropriate areas of the College will be notified of the availability of CTM contract work, and applications will be invited.
- A selection committee will be established and will consist of the Douglas College administrative representative to the CTM Society (or designate), the Douglas College faculty representative to the CTM Society (or designate), and one other faculty mutually determined by the two named representatives. The second faculty member would normally be determined based on expertise/experience related to the CTM contract.

The selection process will be in accordance with Article 5 of the DCFA/Douglas College Collective Agreement.

- When there is no apparent internal expertise for a particular CTM contract, a joint DCFA/Management decision may be made so the contracted position may be simultaneously posted internally and externally (to meet short contract time lines). However, qualified internal candidates will be interviewed prior to any external candidates being considered.

### **Letter of Understanding #8**

#### **Article 2 (Common Agreement - Harassment)**

In consultation with the DCFA, the College will develop:

- a) a description of the role and responsibilities of Harassment Advisor and Administrators in the harassment mediation (informal resolution) process. This description will delineate the scope

of authority involved.

- b) guidelines for the mediation (informal resolution) process.
- c) guidelines for the formal investigation process.

### **Letter of Understanding #9**

#### **Prior Learning Assessment Rates**

Compensation for PLAR assessments will be as follows:

#### Portfolio - Workplace Based Assessments

- • one 3 credit course \$150.00
- • two 3 credit courses within the same discipline and assessment application \$275.00
- • three 3 credit courses within the same discipline and assessment application \$400.00

Note:

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

#### Challenge Exams/Assessments

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

### **Letter of Understanding #10**

#### **Sick Leave**

Notwithstanding Article 13.5, the parties agree to develop criteria and procedures for faculty to access sick leave on a part-time basis.

Criteria and procedures will be tabled by May 31, 2001.

### **Letter of Understanding #11**



**FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS**  
**(not in excess of 6 months' duration)**

-  
-  
**Purpose:**

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

-  
**Scope:**

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

-  
**Preamble:**

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

-  
All financial and other data related to international joint projects involving Douglas College Faculty will be openly shared and discussed with the DCFA and/or affected faculty.

Faculty work in relation to international joint projects will comply with the collective agreement. For example, all work identified before July 1 in each year including international joint project work will be included in the education plan and selection of faculty for international joint projects will be in accordance with the collective agreement.

Where the need for a variance or flexibility in the interpretation of the collective agreement is identified, the College will, wherever possible, negotiate with the DCFA in advance in order to achieve a mutually acceptable solution.

A standing sub-committee of Labour Management Relations Committee will be established, with membership from the DCFA and appropriate College representatives, for the purpose of monitoring current international joint projects involving faculty and to discuss potential new international joint projects involving faculty for the purpose of information sharing and problem solving. Meetings will be called in accordance with a schedule mutually agreed by the parties.

Upon completion of each year of international project activity involving faculty, an open forum will be convened for all participants to share experiences, identify problems and solutions, etc.

It is understood that, where Douglas College credentials are being awarded, Douglas College will retain responsibility for quality control of programs related to those credentials in accordance with the governance structure of Douglas College.

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

## 1. **COMPENSATION**

### (a) Salary/Workload:

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

Where a faculty member teaching in an international programme is doing so during what would normally be her/his accountable, professional development or vacation time, the faculty member will receive overload teaching contracts in accordance with the Collective Agreement, in remuneration for the international teaching. This will be carried out in accordance with Article 6.1(i), (ii) and (iii) and Article 10.3 of the Collective Agreement.

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

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

Nothing in this agreement shall detract from a faculty member's right contained in Article 10.2 (c)(iii).

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

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

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

(b) The College will only cover receipted expenses incurred by College employees in the conduct of College business. Faculty may request a travel advance to cover expenses incurred for international teaching assignments under this provision. The College will provide financing for the following receipted expenses. The College will waive the right to demand receipts in situations where these are not obtainable, for example, for incidental ground transportation.

- (i) Passport renewal/issuance;
- (ii) Visa and inoculation costs;
- (iii) Incremental costs of medical insurance
- (iv) One, economy class., return ticket on an airline selected by the college;
- (v) Expenses for overweight luggage;;
- (vi) Reimbursement for receipted expenses for any approved official function;
- (vii) Reimbursement for receipted expenses for incidental ground transportation;
- (viii) Reimbursement for reasonable college-related long distance telephone charges
- (ix) Reasonable expenses for unanticipated events/situations will be considered;
- (x) Accommodation will be provided for the duration of the activity. The College will ensure the accommodations provided are of a reasonable standard.
- (xi) Where meals or cooking facilities are provided as part of the contract and where local costs for food are greater than in Canada, the College will provide an additional monthly allowance to supplement the cost of meals and to provide for local travel. The amount of such allowance will be based on local costs and conditions. Affected faculty will be advised in advance of any such amounts.
- (xii) The College will, wherever possible, assist in booking travel and accommodation arrangements for family members of Douglas College faculty teaching overseas under this provision, at Douglas College rates. All costs incurred by family members of Douglas College faculty who accompany the faculty member on international assignments will be borne by the faculty member.
- (xiii) Internet Service to be negotiated on a project by project basis.

(c) In order to provide access to international teaching experiences on an equitable basis, for teaching assignments in credit courses or programs of a duration of seven (7) consecutive weeks or more. The College will provide a supplementary expense allowance, not to exceed \$500.00, that may be used by faculty to cover extraordinary receipted expenses associated with family issues or international residency and to provide for reasonable personal long distance charges. Such expense amounts will be available upon application of the faculty member, including acceptable receipts.

## **2. Health and Welfare Benefits**

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

### **Limitations:**

Dental expenses incurred outside Canada will be reimbursed based on the B.C. fee schedule in effect under the group policy.

Benefit coverages will not extend beyond the date the policy or any benefits terminate with Maritime Life.

The College will supply additional travel medical insurance for faculty members working outside the country on joint international projects.

When faculty members are working in countries where payment for medical services may require cash payment, the College will reimburse the employee for such expenses and make submission of the claim to the Carrier on the employee's behalf. Faculty may request a travel advance to cover expenses incurred for international teaching assignments under this provision.

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

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

(a) Emergency Contact (College): Faculty will be provided with emergency contact numbers, fax numbers, e-mail addresses, etc. for appropriate Douglas College personnel for use in case of emergency (i.e. responsible Dean/Director and responsible Vice President)

(b) The College will consult with the appropriate Canadian government departments and the embassy and/or consulate in each area where faculty members are working to determine the appropriate procedures should evacuation become necessary. The College will ensure that this information is made available to faculty in advance of travel.

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

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

### **4. Orientation**

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

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

### **5. College Support**

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

## Letter of Understanding #12

### DISTRIBUTED LEARNING

#### Preamble

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

- Educational Technology Forum (ETF), Technology Planning and Management Committee (TPMC), and Senior Management Team (SMT)

- and the policy governance process culminating in Education Council

#### Faculty Rights

The College will provide the following:

Teaching distributed learning courses is a matter of instructor choice. Faculty may refuse a workload that includes online teaching recognizing that such refusal may result in a reduction in workload.

When a faculty member is required to develop a course for online delivery, or is assigned to make major course revision for online delivery methods, the faculty member will be compensated through time release or pay. Guidelines for compensation will be developed by LMRC by April 1, 2002. These guidelines will be based on an Educational Technology Forum (ETF) subcommittee study on guidelines for time assignment and methodologies for the development of online courses. The ETF study will include a review of internal and external experience and literature.

Instructors may elect, but shall not be required to deliver distributed learning courses from their homes. Where a faculty member has been assigned a course that is taught solely online, and is electing to teach it from home, he/she shall be reimbursed for the cost of an Internet Service Provider until such time as alternate services are provided by the College.

LMRC will define a mode of instruction applicable to the delivery of online courses.

Instructors will not be required to provide technical support to students taking online courses.

The College will offer annual training in the methodology and application of Distributed Learning. Faculty may, if necessary, use Professional Development time for such training. Faculty may also access Educational Leave and/or Faculty/Department Professional Development Funds for technology training purposes.

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

instruction.

Where online courses are developed exclusively by Douglas College, such development opportunities will be offered to DCFA members. Where online courses are developed in partnerships by Douglas College, those portions developed by the College will be offered to DCFA members.

### Letter of Understanding #13

#### **INSTRUCTIONAL ADMINISTRATION**

The College and the DCFA agree to review the recommendations contained in the Burry/Stainsby report dated February 27, 2001 and to respond as follows:

#### **Support for Chairs/Co-ordinators**

The College and the DCFA will establish a joint sub-committee of LMRC to consider the implementation of the following recommendations:

- 
- Formal training and orientation (Recommendation #3)
- On-going continuing education opportunities (Recommendation #4)
- Replacement of Chairs/Co-ordinators on vacation/PD (Recommendation #5)
- Private office space with a networked personal computer (Recommendation #8)
- Direct access to Banner (Recommendation #9)
- Provision of markers (Recommendation #10)
- Recognition of Chairs/Co-ordinators leaving positions (Recommendation #11)

The resulting plan, including time lines for implementation, will be completed by September 1, 2001.

#### **Changes to Instructional Administration**

As part of an overall review of the organization and allocation of resources for instructional administration, the College in consultation with the DCFA will review the time releases provided to Chairs/Co-ordinators, based on mutually agreed criteria for job assessments, to ensure these releases adequately reflect the duties and responsibilities of the positions. Recommendations from this review will become part of the implementation plan.

-

The College agrees to set aside an additional \$100,000.00 on an annual basis for instructional administration. These funds will be allocated effective January 1, 2002 based on the overall implementation plan for instructional administration.

### Implementation Deadlines

An implementation plan for system wide changes will be submitted to LMRC for discussion by September 1, 2001.

The contents of the plans developed as a result of both processes outlined above will be reflected in the Education Plans developed for 2002/2003.

#### **SIGNED ON BEHALF OF THE UNION:**

---

Kathy Denton  
Bargaining Committee Member

---

Marion Greenwood  
Vice-President, Stewardship

---

Robin Wylie  
Vice-President, Negotiations

#### **SIGNED ON BEHALF OF THE EMPLOYER:**

---

Marian Exmann  
Director, Employee Relations

---

Mia Gordon  
Vice-President, College Development

---

Joy Holmwood,  
Dean, Health Sciences

---

Ted James  
Dean, Student Development

---

Kris Remmem  
Personnel Coordinator

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**COMMON AGREEMENT**

**between**

**The Employers' Bargaining Committee**

**on behalf of member institutions**

**ratifying this Common Agreement**

**and**

**The Provincial Bargaining Council**

**on behalf of the trade unions**

**ratifying this Common Agreement**

**March 30, 2001**

***Please Note:*** *The format of this document has been altered for placement on the PSEA website.*

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Common Agreement

April 1, 2001 to March 31, 2004

**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

College of New Caledonia, College of the Rockies, Camosun College, Capilano College, Douglas College, Institute of Indigenous Government, Kwantlen University College, Malaspina University College, North Island College, Northern Lights College, Northwest Community College, Selkirk College, University College of the Cariboo, Vancouver Community College.

Provincial Bargaining Council of College Institute Educators' Association (CIEA) and BC Government & Service Employees' Union on behalf of:

Academic Workers' Union (CIEA Local 11), BC Government and Service Employees' Union (BCGEU), Faculty Association of the College of New Caledonia (CIEA Local 3), College of the Rockies Faculty Association (CIEA Local 6), Camosun College Faculty Association (CIEA Local 12), Capilano College Faculty Association (CIEA Local 1), Cariboo College Faculty Association (CIEA Local 2), Douglas College Faculty Association (CIEA Local 4), Institute of Indigenous Government Staff and Faculty Association (CIEA Local 18), Kwantlen College Faculty Association (CIEA Local 5), Malaspina College Faculty Association (CIEA Local 8), North Island College Faculty Association (CIEA Local 16), Selkirk College Faculty Association (CIEA Local 10), Vancouver Community College Faculty Association (CIEA Local 15).

**DEFINITIONS**

"*Agreement*" or "*Common Agreement*" means this Agreement reached between the Employers and the Provincial Bargaining Council and its constituent bargaining units as described in the Protocol dated February 21, 2001.

"*Collective agreement*" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.

"*Employee*" means a person employed within a bargaining unit represented by a union participating in the Provincial Bargaining Council ratifying the Common Agreement.

"*Employer(s)*" or "*Employer*" means institutions ratifying the Agreement.

"*Institution*" means a college, university college, institute or agency created under the *College and Institute Act*, *Open Learning Agency Act* or *Institute of Technology Act* that has ratified the Common Agreement.

"*Joint Administration and Dispute Resolution Committee*" or "*JADRC*" means the committee established under Article 3.2 below.

"*Joint Labour-Management Committee*" means a committee formed by local parties with equal representation from a local union and an institution.

"*Local parties*" means the institution and local bargaining unit where both have ratified this Agreement.

"*Local provision*" means a provision of a collective agreement established by negotiations between an individual employer and a local union.

"*Local union*" means a bargaining unit representing employees at an institution that has ratified this Agreement.

"*Ministry*" means the Ministry of Advanced Education, Training and Technology.

"*Parties*" or "*Common Parties*" means the Employers and Unions identified in the Protocol Agreement of February 21, 2001 that have ratified this Agreement.

"*Post-Secondary Employers' Association*" or "*PSEA*" means the Employers' association established for post-secondary colleges and institutes under the Public Sector Employers' Act.

"*Provincial Bargaining Council*" means a council of the BC Government and Service Employees' Union (BCGEU) and the College Institute Educators Association (CIEA) formed for the purpose of negotiating this Agreement.

"*Ratification*" means the acceptance by an institution and a local union of the terms of the Common Agreement pursuant to the protocol of February 21, 2001.

"*Union*" means a faculty association or trade union certified as a bargaining agent.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Common Agreement**

1.1.1 The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

1.1.2 In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions

established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

## **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

## **1.3 Conflict with Policies**

Every reasonable effort will be made to harmonize Employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the Employer, the terms of this Agreement will prevail.

## **1.4 Singular and Plural**

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

# **ARTICLE 2 - HARASSMENT**

## **2.1 Statement of Commitment**

The colleges and institutes promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and Employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The colleges and institutes have a responsibility under BC's Human Rights Code to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The Employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy.

## **2.2 Definitions**

2.2.1 Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the BC Human Rights Code [R.S.B.C. 1996

c.210].

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

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

As of this date, the grounds protected against discrimination by BC's Human Rights Code [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

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

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

## **2.3 Procedures**

### **2.3.1 Mediation**

When a complaint is received by the Employer involving an individual covered by this collective agreement, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;



- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after 12 months unless there has been a subsequent complaint of harassment against the employee within the 12 month period.

### 2.3.2 Investigation

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the Union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

### 2.3.3 Terms of Reference of the Investigator

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the Union(s) and the Employer. It is the responsibility of the Employer to forward a copy of the report to the complainant and the alleged harasser. The Employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the Employer and the Union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding.

(d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) **Reliance on Report of Third Party Investigator**

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The Employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

(f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(g) The investigator will conclude her/his work within ten (10) days of appointment and will render a report within a further five days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the Employer will provide meeting space and contact information about persons to be interviewed.

(h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

(i) The investigator's report will not be placed on an employee's file.

## **2.4 Findings**

2.4.1 The Employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

2.4.2 The determination will:

(a) state the action(s), if any, to be taken or required by the Employer.

(b) include, where appropriate, a statement of exoneration.

## **2.5 Rights of the Parties**

Should a complainant file a complaint under the provisions of the Human Rights Code, it is understood that the Human Rights Code complaint will be set aside until such time as the procedures under this article have been completed.

Where an allegation includes both complaints under the Human Rights Code and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

2.5.1 The above noted procedure does not restrict:

- (a) The Employer's right to take disciplinary action;
- (b) The Union's right to grieve such disciplinary action or to grieve an alleged violation of this article.

2.5.2 The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

## **2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action**

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

## **2.7 Local Discussion**

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this article including issues arising under 2.8 below. The local parties may refer any differences over the administration or application of this article to JADRC for resolution.

## **2.8 Relation to Other Agreements**

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

# **ARTICLE 3 - EMPLOYER/UNION RELATIONS**

## **3.1 Human Resources Database**

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

3.1.1 Relevant Matters include:

- (a) Health and Welfare
  - (i) Types of coverage
  - (ii) Participation rates
  - (iii) Premiums
  - (iv) Cost sharing
  - (v) Commission costs
  - (vi) Available studies commissioned by Government agencies  
(e.g. comparative benefit analysis)
  - (vii) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) Demographics: age, sex, salary, placement, status
  - (iii) Analysis of local collective agreements within the system
  - (iv) Pension plan participation rates
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system

- (ii) Local Letters of Understanding

### **3.2 Joint Administration and Dispute Resolution Committee**

#### **3.2.1 Formation and Composition**

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the Employers and five (5) representatives of the Provincial Bargaining Council.

#### **3.2.2 Operation**

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of 6 representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

#### **3.2.3 Purpose**

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint an umpire(s) or arbitrator(s) as applicable for:
  - (i) Jurisdictional Disputes Resolving process
  - (ii) Suspension and Discharge Grievance Resolution
  - (iii) Common Agreement Dispute Resolution
- (e) Develop strategies to reduce arbitration and related costs.

#### **3.2.4 Common Agreement Dispute Resolution**

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

### 3.2.5 Process and Costs

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the Labour Relations Code.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### 3.2.6 Suspension and Discharge Grievance Resolution

Where a grievance is filed concerning the suspension or discharge of an employee, and after the local grievance procedure has been exhausted or deemed completed by agreement of the local parties, either party may refer the grievance to JADRC. JADRC's designated registrar will refer the grievance to an arbitrator within thirty (30) calendar days of the registrar's receipt of the grievance. (See Appendix D for the list of arbitrators.) It is understood that the actual number of hearing days will not exceed three (3) days unless otherwise agreed by the local parties or as directed by the arbitrator.

Process, timelines and costs will be in accordance with Article 3.2.5.

## 3.3 Jurisdictional Dispute Resolving Process

### 3.3.1 Preamble

The purpose of this article is to outline a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

### 3.3.2 Process

- (a) When requested, the institution will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of receipt of the request, but not later than thirty-one (31) days of receipt of the request.
- (b) For a new position or when a significant change has occurred, a local party may request a meeting pursuant to 3 below, to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.
- (c) When requested, the local parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement.
- (d) When there remains a dispute a local party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from a list of Umpires appointed by the JADRC.
- (e) The referral will include a brief outline of the particulars of the dispute, a summary of the party's position on the matter and copies of documents upon which the party intends to rely. A copy of the referral and documents will be sent to each Union certified and the institution.
- (f) The Umpire will convene a hearing within twenty-one (21) days of receipt of the initial referral.
- (g) The Umpire will direct an exchange of particulars and documents upon which the parties intend to rely no later than seven (7) days prior to a hearing of the matter.
- (h) The hearing will be expedited in all respects and conducted on an informal basis.
- (i) The expenses and fees of the Umpire will be borne equally among the parties involved in the dispute.

- (j) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:
- (i) job elements;
  - (ii) past practice;
  - (iii) impact on industrial relations;
  - (iv) community of interest;
  - (v) employee preference, fairness and equity;
  - (vi) certification definition(s);
  - (vii) and such other factors as deemed appropriate by the Umpire.
- (k) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.
- (l) The parties will accept the decision as final and binding on each of them.

### **3.4 Contract Training and Marketing Society**

3.4.1 The Parties will continue a system Contract Training and Marketing Society (CTM) to facilitate, enhance, and support the initiatives of participating member institutions.

The Parties agree to work together to assist the CTM to achieve its objectives as set out below.

#### **3.4.2 Objectives of the Contract Training & Marketing Society**

- (a) To increase the contract training opportunities of institutions in the public post-secondary education system through entrepreneurial and revenue generating training and education courses, programs and projects.
- (b) to develop alliances and partnerships between colleges and institutions, governments, community groups, agencies, employers, unions, international education agencies and others in order to support courses, programs and services.
- (c) to assist institutions to be responsive to the contract training and learning needs of governments, agencies, employers, unions and community groups.



- (d) to enhance employment opportunities within the system
- (e) to facilitate the development of programs and services in response to contract training needs
- (f) to assist institutions in the establishment, development and enhancement of contract training capacities
- (g) to effectively market contract training and service abilities of the public post secondary system
- (h) to assist institutions to design contract training activities
- (i) to provide a mechanism for institutions to work together as a system, such as a consortium, in order to deliver contract training activities
- (j) to provide a single contact point or referral agency when desired between purchasers of contract training activities and institutions with the capacity to deliver the programs and/or services
- (k) to enable institutions to produce surplus revenues in support of the institution

#### 3.4.3 Structure of the Contract Training & Marketing Society

- (a) Membership:
  - (i) One representative from each institution, one representative from each bargaining unit and one representative of the Ministry of Advanced Education, Training and Technology
  - (ii) Despite (a) above, there will only be one vote per institutional member and one vote per institution for faculty/instructor representation.
- (b) Directors:

Six (6) directors appointed by the Council of Chief Executive Officers and six (6) directors appointed by the Provincial Bargaining Council and one member appointed by the Ministry of Advanced Education, Training and Technology

- (c) Membership Activities:

Approval of the annual business plan of the Society

(d) Director Activities:

Supervise and report the activities of the Society

(e) Society Activities:

- (i) to develop appropriate annual financial/business plans
- (ii) to appoint staff as required to fulfil operational requirements
- (iii) to develop mechanisms to identify and monitor contract training, and inventory expertise, resources, curriculums and competencies as a resource for the Society's objectives
- (iv) to facilitate the co-ordination of contract training/marketing/career development activities
- (v) to develop strategies for marketing contract training
- (vi) to meet with potential "customers" to promote the system
- (vii) to meet with system trainers/unions/employers in a problem solving capacity including dealing with questions of competitive advantage
- (viii) to review regularly the expertise listed on the Registry and to provide that information to the contract training departments of the participating institutions for the purposes of identifying employment needs
- (ix) to liase with employers/unions/agencies to identify emerging labour market trends in order to identify new opportunities
- (x) to develop an inventory of contract training expertise of institutions

3.4.4 Administration

- (a) To assist in advancing the goals of the Contract Training and Marketing Society, members of the Society will be responsible:

- (i) to participate along with representatives of the Parties in training initiatives of the CTM
  - (ii) to assist with the development of an effective communication method at the local level
- (b) Parties to this Agreement will advise the CTM of:
- (i) the names of institutional and bargaining unit members
  - (ii) the names of the designate responsible for the signing of a waiver of any specific article of a collective agreement required to facilitate activities of CTM
- (c) CTM will send copies of invitations to tender and final contracts to the member(s) under 3.4.3(a)(i) above at affected institution(s) and to a designated representative of each of PSEA, CIEA and the BCGEU

CTM will annually provide the Parties and the Ministry of Advanced Education, Training and Technology with a report on its activities. This report shall include:

- ◆ A descriptive abstract of the project(s) undertaken by CTM
- ◆ The bargaining unit(s) involved and the monetary value to the institution involved in the project
- ◆ A listing of projects on which CTM was asked to bid but was not awarded and, if possible, a brief rationale of the reason(s) the project was not awarded.

#### 3.4.5 Funding

The Parties recommend that funding continue to be allocated by the Ministry of Advanced Education, Training and Technology for the purpose of the operation and activities of the Society.

#### 3.4.6 Performance of Certain Work

Unless mutually agreed otherwise by the affected local parties, when the Society secures contract training work for an institution with local parties to this Agreement, that work will be delivered by bargaining unit members covered by and in accordance with this Agreement at the institution. The allocation of work arising from a CTM contract will respect established practice and the jurisdictions established by local collective agreements, including collective agreements covering employees not covered by this Agreement. Allocation of work to employees other than bargaining unit members covered by this Agreement will occur only with the written agreement of the local parties.

### 3.4.7 Non-signatories

Where an institution is not a signatory to this Agreement, contracts for project work may be awarded through CTM on a case by case basis provided that the local parties mutually agree to adhere to the provisions of this Article.

### 3.4.8 Waivers

Where a waiver of any specific article in a collective agreement has been granted as per Article 3.4.4(b)(ii), JADRC will receive a copy.

## 3.5 Leave of Absence for College Committees and Union Leave

### 3.5.1 Leave of Absence for College Committees

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

### 3.5.2 Union Leave

Meetings between representatives of the Union and the Employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the Employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the Employer will replace the employee as necessary.

This clause may be utilized by the Union to ensure adequate representation by the Union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the Union will ensure that the Employer is advised of the eligible leaves to be taken.

The Union may designate a person(s) who will be entitled to union leave under this article and will advise the Employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing Employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

### 3.5.3 Additional Union Leave Without Pay

A bargaining unit may purchase additional release time above that currently paid for by the Employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

## **ARTICLE 4 - PRIOR LEARNING ASSESSMENT**

### **4.1 Definition**

Prior learning assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

### **4.2 Prior Learning Assessment as Workload**

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

### **4.3 Training in Prior Learning Assessment**

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to Employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

### **4.4 Prior Learning Assessment Coordinators**

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

## **ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY**

### **5.1 Copyright Ownership**

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

5.1.1 belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

5.1.2 belongs to the institution where one or more employees:

(a) have been hired or agrees to create and produce copyrightable work product for the institution, or

(b) are given release time from usual duties to create and produce copyrightable work product, or

(c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

## **5.2 Employer Rights to Materials Copyrighted by Employee(s)**

Where the employee holds the copyright pursuant to 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

## **5.3 Employee Rights to Materials Copyrighted by the Employer**

Where the institution holds the copyright pursuant to 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

## **5.4 Joint Review**

JADRC may, at the request of either party, review issues arising from the application of this article.

## **ARTICLE 6 - JOB SECURITY**

### **6.1 Employee Security and Regularization**

### 6.1.1 Intent

The purpose of this article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this article will be regularized.

Where this article establishes a date for action, the parties responsible for taking the action may agree to another date.

### 6.1.2 Definitions

"*Department*" or "*functional area*" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"*Employee security*" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"*Non-regular employee*" means a person employed on any basis other than regular as defined in the local collective agreement.

"*Regularization*" means the process by which a non-regular employee converts to regular status under this article.

"*Regular full-time*" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"*Regular part-time*" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

### 6.1.3 Parameters for Employee Security and Regularization

- (a) Employee security and regularization provisions include those relating to:
- (i) creating, posting and filling new positions and posting and filling vacant positions
  - (ii) the types of appointment categories contained in the collective agreement
  - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to health and welfare benefits based on time worked and/or seniority

- (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee
  - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice
  - (vi) requirements relating to the accumulation of severance and the condition for payment of severance
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty (50%) percent or greater for two semesters in the next appointment year.
- or
- (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year
- (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the Employer. The Employer may evaluate a non-regular employee at least once each 12 month period and the employee may request an additional evaluation not more often than once in each 12 month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee
  - (ii) requirements for a probationary period post-conversion of at least twelve months



- (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status
- (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights
- (v) limitations on concurrent regular appointment at more than one institution
- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion
- (viii) the right of the Employer to create, post and fill a new position or to post and fill a vacant position
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses
- (x) implications for existing appointment types
- (xi) the cost implications for the Employer of any changes and the impact on student access, employees and services

#### 6.1.4 Local Discussion Process

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
  - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this article.
- (b) Where the local bargaining unit advises the Employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence

discussions forthwith.

(c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this article and within the parameters established in 6.1.3 above.

(d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:

(i) An agreement to:

(1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

(2) maintain the current local collective agreement provisions respecting employee security and regularization

(ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

#### 6.1.5 JADRC Resolution of Disputes

JADRC will review submissions received from the local parties and will:

(a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or

(b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

#### 6.1.6 Jurisdiction

(a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:

(i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC

(ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia

(iii) the cost implications for the Employer of any changes and the impact on student access, employees and services

(b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.

(c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this article and that the arbitrator considers to be reasonable.

(d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

6.1.7 No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

## **6.2 Program Transfers And Mergers**

### **6.2.1 Notice of Program Transfer / Merger**

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

### **6.2.2 Transfer/Merger Agreements**

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

### **6.2.3 Disputes**

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

### 6.3 Registry of Laid Off Employees

#### 6.3.1 Electronic Posting of Available Positions

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, Employers and eligible employees have the right to access the information on the Registry.

#### 6.3.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are Employees who have received notice of layoff or have been laid off and are either:
  - (i) regular employees with one (1) calendar year of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreement, or
  - (ii) non-regular employees with two (2) calendar years of service working at fifty (50%) percent workload or greater, as defined in the applicable local agreements.

(b) Employees who meet the service requirements of (1) above and have not had appointments renewed are eligible for listing on the Registry.

(c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:

(i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed

(ii) obtaining equivalent employment as a result of being listed on the Registry

(iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later

(d) Implementation

(i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).

(ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.

(iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.

(e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

(i) had their employment terminated for just and reasonable cause;

(ii) accepted early retirement, or

(iii) voluntarily resigned their employment.

### 6.3.3 Applying for Available Positions

(a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.

- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

#### 6.3.4 Rights for Registrants

- (a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.

- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.

- (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.

- (2) CIEA local unions may elect to participate in a reciprocal arrangement with other participating CIEA locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. CIEA local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.

- (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her

seniority to that new institution for all purposes other than severance accrual.

(iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

(v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.4 Targeted Labour Adjustment**

### **6.4.1 Employer Commitments**

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

### **6.4.2 Menu of Labour Adjustment Strategies**

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s):

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.

- (c) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance with up to twelve (12) months' severance payment.
- (f) Workload averaging.
- (g) Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the College Pension Plan where an employee opts for early retirement.
- (h) Combined pension earnings and reduced workload to equal 100% of regular salary.
- (i) Early retirement incentives pursuant to local collective agreements.
- (j) Agreed secondment.
- (k) Retraining.
- (l) Trial retirement.
- (m) Continuation of health and welfare benefits.
- (n) Combinations and variations of the above or other alternatives.

#### 6.4.3 Layoffs May Occur

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

#### 6.4.4 No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

### 6.5 Labour Adjustment Fund



The Parties agree to request the Ministry of Advanced Education, Training and Technology to continue a Labour Adjustment Fund for the benefit of all employees and institutions covered by this Agreement.

The purpose of the Fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at institutions as recommended by their Joint Labour Management Committees.

The Labour Adjustment Fund may be used for any of the labour adjustment strategies offered by institutions in accordance with Articles 6.4.2(a) through 6.4.2(m) or for any other labour adjustment strategy that the local parties agree is an appropriate use of the Labour Adjustment Fund providing that the strategy is consistent with the Ministry's guidelines for the use of the Fund.

By September 30<sup>th</sup> of each year, each Employer shall report in writing to its local bargaining unit(s) on the specific use of the institution's labour adjustment funds in the preceding April 1<sup>st</sup> to March 31<sup>st</sup> period.

## **6.6 Contracting Out**

### **6.6.1 Additional Limitation on Contracting Out**

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

### **6.6.2 Certain Inter-Institutional Arrangements Permissible**

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

## **6.7 Education Technology**

No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

## ARTICLE 7 - LEAVES

### **7.1 Preamble**

All references within the leave provisions of this Agreement include heterosexual, common-law and same sex partners. References to family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the employee.

### **7.2 General Leave**

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

### **7.3 Seniority Accrual**

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

### **7.4 Retention of Status**

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

### **7.5 Benefits While on Leave**

An employee will continue to receive her/his salary and benefits while on paid leave under this article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

### **7.6 Bereavement Leave**

An employee will be entitled to five days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the Employer. The Employer may grant additional leave with pay.

### **7.7 Compassionate or Family Illness Leave**

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the Employer.

## **7.8 Jury Duty and Court Appearances**

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this article has the responsibility to reimburse the Employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the Employer.

## **7.9 Public Duties**

7.9.1 An Employer may grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves will not be unreasonably denied.

7.9.2 An Employer will grant a leave of absence without pay to an employee:

(a) to seek election in a municipal, provincial or federal election to a maximum of ninety days.

(b) Where elected to public office, for up to two (2) consecutive terms.

## **7.10 Exchange Leave**

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the Employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional Employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the Employer and the employee may discuss whether further assistance is required to facilitate the exchange.

## **7.11 Deferred Salary Leave**

Each Employer ratifying this Agreement will continue or establish a deferred salary leave plan consistent with Regulations issued by Canada Customs Revenue Agency under the *Income Tax Act*.

## **ARTICLE 8 - PARENTAL LEAVE**

### **8.1 Entitlement**

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

## **8.2 Commencement of Leave**

Leave taken under this provision shall commence:

8.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy leave provisions unless the Employer and the employee agree otherwise.

8.2.2 for a birth father, after the child's birth and within fifty-two (52) weeks of the birth.

8.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

## **8.3 Benefits Continuation**

8.3.1 The Employer will maintain coverage for medical, extended health, dental, group life and long term disability benefits for leaves taken under this clause and will pay the Employer's portion of premiums.

8.3.2 An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

8.3.3 An employee who returns to work following a parental leave, shall be placed in the position the employee held prior to the leave or in a comparable position.

8.3.4 An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

8.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

## **8.4 Supplemental Employment Benefit for Maternity and Parental Leave**

8.4.1 Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first two (2) weeks of maternity leave an employee shall receive on hundred percent (100%) of her salary calculated on her average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of Article 8.4.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

8.4.2 An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

8.4.3 If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

### **9.1 Joint Committee on Benefits Administration**

#### **9.1.1 Committee Established**

The Parties agree to maintain a Joint Committee on Benefits with four members appointed by each side.

### 9.1.2 Committee Mandate

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

### 9.1.3 Savings

All savings realized through the process of the Joint Committee on Benefits will be used to improve benefits, including disability benefits, either through actions taken by the Committee or the formal bargaining process between the Parties.

### 9.1.4 Constraints

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual Employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use. The Parties agree that the first priority for use of those funds will be to level up the minimum standards for vision care coverage.

### 9.1.5 Costs of the Joint Committee

The Employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

## 9.2 Specific Benefits

### 9.2.1 Benefit Provisions

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
  - (i) Total lifetime coverage level will be unlimited.
  - (ii) Reimbursement level on claims will be 95%; where existing reimbursement provisions in a local agreement exceed ninety-five (95%) percent, the existing local provision will remain in force.
  - (iii) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
  - (iv) shall be in accordance with the provisions set out in Appendix F.
  - (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- (c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

- (d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

- (e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits will maintain coverage until the end of the month following the month in which they retire.

#### 9.2.2 Flexible Benefit Plan Impact

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

### 9.2.3 Level of Health and Welfare Benefits

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

## 9.3 Disability Benefits

9.3.1 Effective April 1, 2002 the Employers shall implement a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3.

9.3.2 The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter
- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the Employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the Employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

9.3.3 By September 30, 2001 a local bargaining unit shall advise the local employer in writing either

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or



(b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

9.3.4 (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2002 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

(b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2002 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

9.3.5 Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

9.3.6 The Joint Committee on Benefits Administration (JCBA) shall oversee the implementation of the plan as described in 9.3.2. After bargaining units have made their choice of the Common Agreement's disability benefits plan or their current disability benefits plan under Article 9.3.3, the amount of such funds as may have been made available by choosing the latter shall be available for the local parties for local negotiation issues. Should the local parties be unable to agree on the use of those funds by November 30, 2001 or such later date as agreed by the Joint Administration and Dispute Resolution Committee, the funds will be allocated to the JCBA as savings for health and welfare benefit improvements.

## **ARTICLE 10 - PENSIONS**

### **10.1 Mandatory Enrolment**

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

### **10.2 Existing Employees**

The Employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

## ARTICLE 11 - EARLY RETIREMENT INCENTIVE

### 11.1 Definition

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

### 11.2 Eligibility

11.2.1 An employee must be at the highest achievable step of the salary scale.

11.2.2 An employee must have a minimum of ten years of full-time equivalent service in the BC College and Institute System.

### 11.3 Incentive Payment

11.3.1 An Employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

Age at Retirement	% of Annual Salary at Time of Retirement
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

11.3.2 An Employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

11.3.3 Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

## ARTICLE 12 - SALARIES

### 12.1 Provincial Salary Scale

The revised Provincial Salary Scale will be effective April 1, 2001 and is attached as Appendix A.

The sum of three thousand and one hundred and sixty-six dollars (\$3,166) has been included in the value for Step 1 effective April 1, 2002 for the purpose of labour market adjustment.

An additional sum of nine hundred dollars (\$900) has been included in the value for Step 1 effective April 1, 2003 for the purpose of labour market adjustment.

Coordinator, Chair, Program Head, Department Head, Program Leader, Associate Dean, Senior Instructor and other similar classifications who receive a stipend will have those stipends adjusted by two percent (2%) effective April 1, 2001, April 1, 2002 and April 1, 2003.

## **12.2 Secondary Scale Adjustment**

12.2.1 Effective April 1, 2001, April 1, 2002 and April 1, 2003, all steps on secondary scales will be increased by two percent (2%).

12.2.2 Despite 12.2.1 above, local parties may elect to revise secondary scales to the extent possible within a weighted average two percent (2%) increase.

## **12.3 Maintenance of Placement**

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

## **12.4 Calculation of Pay**

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

## **12.5 Salary Level Protected**

Employees who are barred from progression on the provincial salary scale shall be placed on the April 1, 2002 scale so as to ensure that the value of the step upon which they are placed is not lower than the value of their step on the April 1, 2001 scale.

## **12.6 Overload**

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or

- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

### **ARTICLE 13 - EFFECT OF THIS AGREEMENT**

#### **13.1**

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

#### **13.2**

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

#### **13.3**

The following articles are not subject to 13.1 above:

- Harassment
- Human Resource Database
- Joint Administration and Dispute Resolution Committee
- Suspension and Discharge Grievance Resolution
- Jurisdiction Dispute Resolution Process
- Contract Training and Marketing Society
- Prior Learning Assessment
- Program Transfers and Mergers
- Registry of Laid Off Employees
- Targeted Labour Adjustment
- Labour Adjustment Fund
- Joint Committee on Benefits Administration
- Provincial Salary Scale
- Secondary Scale Adjustment
- Article 6.1.7
- Disability Benefits

#### **13.4**

Any disputes over the application of this article will be resolved through JADRC.

### **ARTICLE 14 - TERM**

This Agreement shall be in effect from April 1, 2001 to March 31, 2004, and shall continue in force until the

renewal of this Agreement.

## APPENDIX A

### PROVINCIAL SALARY SCALE

Step	2001/02	2002/03	2003/04
1	66,504	71,000	73,257
2	64,436	66,512	68,238
3	62,587	64,162	65,445
4	60,791	61,812	63,048
5	59,047	59,462	60,651
6	57,352	57,112	58,254
7	55,706	54,762	55,857
8	54,107	52,412	53,460
9	52,554	50,062	51,063
10	51,046	47,712	48,666
11	49,581	-	-
12	48,158	-	-
13	46,776	-	-

Notes: \$3,166 added to Step 1 in April 1, 2002 and an additional \$900 added to Step 1 in April 1, 2003 as a Labour Market Adjustment

Scale Movement April 1, 2002:  
*funded by Labour Market  
 Adjustment*

13 to 10  
 12, 11 to 9  
 10 to 8  
 9, 8 to 7  
 7 to 6  
 6 to 5  
 Rest unchanged

## APPENDIX B

### LIST OF INVESTIGATORS

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.1 and is required under 2.3.2:

Rebecca Frame  
 Maureen Headley  
 Hanne Jensen  
 Catherine Sullivan

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

## APPENDIX C

**DISPUTE REFERRAL FORM**

Date: \_\_\_\_\_

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO YES DATE:
STATEMENT OF ISSUE(S) IN DISPUTE:
Signature: _____ Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

**APPENDIX D**

**LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in 3.2.4 and 3.2.6:

Bob Blasina  
Joan Gordon

Judith Korbin  
Don Munroe

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

#### **APPENDIX E1**

#### **REGISTRY OF LAID OFF EMPLOYEES - FORM 1**

#### **PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

#### **APPENDIX E2**

#### **REGISTRY OF LAID OFF EMPLOYEES - FORM 2**

**PSEA REGISTRY OF ELIGIBLE EMPLOYEES**

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date

**APPENDIX F****MEDICAL TRAVEL REFERRAL BENEFIT**



<b>Benefit Summary</b>	
Deductible Amount:	None
Benefit Amount:	100% of eligible expenses
Individual Maximum:	\$10,000 per year
Coverage Limitations:	<ul style="list-style-type: none"> <li>➤ \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;</li> <li>➤ Where an Employer requires it, receipts must be submitted with the expense claim;</li> <li>➤ Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;</li> <li>➤ Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;</li> <li>➤ Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).</li> </ul>

<b>List of Eligible Expenses</b>	
<b>Medical Travel</b>	When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometer radius of the employee's home campus, the following are included as eligible expenses: <ul style="list-style-type: none"> <li>➤ Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);</li> <li>➤ Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution</li> </ul>
<b>Accommodation:</b>	Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment
<b>Meals:</b>	Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution
<b>Attendant:</b>	Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above

### **Superior Benefits**

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

### **Exclusions**

<b>No benefit shall be payable for:</b>	<ul style="list-style-type: none"> <li>➤ Charges which are considered an insured service of any provincial government plan;</li> <li>➤ Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;</li> <li>➤ Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;</li> </ul>
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- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

<b>Claims Adjudication</b>	
<b>To claim benefits, the employee or dependent must:</b>	<ul style="list-style-type: none"> <li>➤ Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;</li> <li>➤ Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;</li> <li>➤ Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.</li> </ul>

## **APPENDIX G**

### **DENTAL PLAN**

The nine-month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine-month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every 9 months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every 9 months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every 9 months

The Employers' approval of the more frequent cleaning is not required.

## **LETTER OF UNDERSTANDING 1**

### **JOINT ADMINISTRATION DISPUTE RESOLUTION COMMITTEE OPERATIONAL REVIEW**

The Joint Administration Dispute Resolution Committee will review its own procedures and protocols to ensure operational efficiency and effectiveness. This will be completed by a date determined by JADRC.

## **LETTER OF UNDERSTANDING 2**

### **EMPLOYEE SECURITY AND REGULARIZATION**

The following bargaining units exercised the option to amend their regularization provisions under Article 6.1.4 of the 1998 Common Agreement:

Camosun College BCGEU Unit #701  
 Faculty Association of the College of New Caledonia  
 College of the Rockies Faculty Association  
 University College of the Cariboo Faculty Association  
 Kwantlen Faculty Association  
 Malaspina Faculty Association  
 Malaspina University College BCGEU Unit #702  
 Okanagan University College Faculty Association  
 Okanagan University College BCGEU Unit #707  
 University College of the Fraser Valley Faculty and Staff Association  
 Northern Lights College BCGEU Unit #710  
 Northwest Community College BCGEU Unit #712

Article 6.1 will be continued and will provide the parameters for regularization for those bargaining units listed above that are Parties to the renewed 2001 Common Agreement.

### **LETTER OF UNDERSTANDING 3**

#### **CAMOSUN COLLEGE**

On April 1, 2001 employees at Camosun College who are red-circled at the top of scale will receive a lump sum payment representing a 2% wage increase.

### **LETTER OF UNDERSTANDING 4**

#### **INSTITUTE OF INDIGENOUS GOVERNMENT**

Effective April 1, 2001, April 1, 2002, and April 1, 2003, the Staff Salary Scale at the Institute of Indigenous Government for September 1, 1998 to March 31, 2001, shall be increased by two per cent (2%), subject to any agreement between the local parties pursuant to Article 12.2.2.

### **MEMORANDUM**

#### **LOCAL NEGOTIATIONS**

**TO:** Institutions' CEOs

**FROM:** John Waters, Employers Bargaining Spokesperson  
 Bonnie Pearson, CIEA, Spokesperson  
 Debby Offermann, BCGEU, Spokesperson

**DATE:** Friday, March 30, 2001

**SUBJECT: Local Negotiations**

This is to confirm our agreement that two million dollars (\$2,000,000) will be distributed to local bargaining units

and institutions for negotiation of local issues. These funds will be used for equity purposes. They cannot be used to adjust the Provincial Salary Scale or to revise any provisions in Article 8.4 (Supplemental Employment Benefit for Maternity and Parental Leave), 9 (Health and Welfare Benefits) or 12 (Salaries), except as specified below.

The two million dollars (\$2,000,000) will be distributed among the institutions in proportion to their share of the sector's total salary base for faculty, with a floor for small institutions of twenty-five thousand dollars (\$25,000) and a floor for medium institutions of fifty thousand dollars (\$50,000). This distribution will occur after the following commitments have been addressed:

- ◆ Dental plan benefits coverage will be adjusted to ensure the coverage waiting period is no longer than three (3) months.
- ◆ Instructional assistant scales at Selkirk College will be adjusted to rates equivalent to 80% of the Provincial Salary Scale.
- ◆ In the event that a bargaining unit at Selkirk College opts to join the Disability Benefits Plan set up in Article 9.3, current employees as of March 31, 2002 will be entitled to non-recurring sick leave top-up of thirty percent (30%) of salary to a maximum of one hundred (100) days of sick leave top-up to be added to their short-term disability benefits.

John Waters

Bonnie Pearson

Debby Offermann

cc: Rick Connelly, CEO, PSEC  
Linda Holmes, President, PSEA

**Common Agreement Negotiating Committee  
2001-2004**

**For the Employers:**

John Waters, Spokesperson  
Liz McKinley  
Mark Vernon  
Anna Wijesinghe

**For the Unions:**

Dan Bradford, Co-Chair, BCGEU [Selkirk College]  
 Frank Cosco, Co-Chair, CIEA  
 Debby Offermann, Spokesperson, BCGEU  
 Bonnie Pearson, Spokesperson, CIEA

Dave Frampton, BCGEU [Camosun College]  
 Stu Seifert, BCGEU [Malaspina University College]  
 Larry Bolingbroke, BCGEU [Northwest Community College]  
 John Turner, BCGEU [Northern Lights College]  
 Dileep Athaide, CIEA #1 [Capilano College Faculty Association]  
 Donna Petri, CIEA#2 [University College of the Cariboo Faculty Association]  
 George Davison, CIEA #3 [Faculty Association of the College of New Caledonia]  
 Robin Wylie, CIEA #4 [Douglas College Faculty Association]  
 Alexandra Richmond, CIEA #5 [Kwantlen Faculty Association]  
 Velma McKay, CIEA #6 [College of the Rockies Faculty Association]  
 Dominique Roelants, CIEA #8 [Malaspina Faculty Association]  
 Jim Howard, CIEA #10 [Selkirk College Faculty Association]  
 Ron Correll, CIEA #11 [Academic Workers' Union]  
 Lisa Robertson, CIEA #12 [Camosun College Faculty Association]  
 Lorna Downie, CIEA #15 [Vancouver Community College Faculty Association]  
 Dennis Broad, CIEA #16 [North Island College Faculty Association]  
 Tom Becher, ECIADFA [Emily Carr Institute of Art & Design Faculty Association]  
 Maureen Shaw, CIEA  
 Richard MacIntosh, BCGEU  
 Randy Dewar, BCGEU

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