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negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.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

<b>(a) <u>Type of Instruction</u></b>	<b><u>Contact hours</u></b>
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 April 1, 2001 to March 31, 2002</u>	<u>Annual Salary April 1, 2002 to March 31, 2003</u>	<u>Annual Salary April 1, 2003 to 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

	<u>April 1, 2001 - March 31, 2002</u>		Monthly	Weekly	FT Hourly
	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>Equiv.**</u>	<u>FT Equiv.</u>	<u>Rate</u>
Classroom Related	16	<u>\$1621</u>	<u>\$4864</u>	<u>\$1123</u>	<u>\$70.19</u>
Music Rehearsal	<u>16</u>	<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	<u>24</u>	<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	<u>35</u>	<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

	<u>April 1, 2002 - March 31, 2003</u>		Monthly	Weekly	FT Hourly
	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>Equiv.**</u>	<u>FT Equiv.</u>	<u>Rate</u>
Classroom Related	16	<u>\$1654</u>	<u>\$4962</u>	<u>\$1146</u>	<u>\$71.63</u>
Music Rehearsal	<u>16</u>	<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	<u>24</u>	<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	<u>35</u>	<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

	<u>April 1, 2003 - March 31, 2004</u>		Monthly	Weekly	FT	FT Hourly
	<u>Contact Per Semester</u>					
	<u>Hours</u>	<u>Credit*</u>	<u>Equiv.**</u>	<u>Equiv.</u>	<u>Equiv.</u>	<u>Rate</u>
Classroom Related	16	<u>\$1687</u>	<u>\$5062</u>	<u>\$1169</u>		<u>\$73.06</u>
Music Rehearsal	<u>16</u>	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>73.06</u>
Reality Environment 18		<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>64.94</u>
Music Private Lesson	<u>24</u>	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>48.71</u>
Simulation Environment	24	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>48.71</u>
Individual Learning	24	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>48.71</u>
Practicum Supervision	32	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>36.53</u>
Counselling/Research and Development/ Librarian Related/ Community Programmers	35	<u>1687</u>	<u>5062</u>	<u>1169</u>		<u>33.40</u>

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.
- (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.
- (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.

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).

**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

- |   |   |                 |
|---|---|-----------------|
| • | <u>one 3 credit course</u>  | <u>\$150.00</u> |
| • | <u>two 3 credit courses within the same discipline<br/>and assessment application</u>   | <u>\$275.00</u> |
| • | <u>three 3 credit courses within the same discipline<br/>and assessment application</u> | <u>\$400.00</u> |

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

**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:**

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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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