

*White Presented  
Feb 10/12  
9:35 am*

## MEMORANDUM OF AGREEMENT

BETWEEN:

DOUGLAS COLLEGE

(the "College")

AND:

DOUGLAS COLLEGE FACULTY ASSOCIATION

(the "Association")

SUBJECT TO PSEC APPROVAL

The College and the Association bargaining committees agree to recommend the terms set out in this Memorandum of Agreement.

It is understood and agreed that this Memorandum of Agreement be subject to ratification by the members of the Association's bargaining unit, by the College Board, and by the Post-Secondary Employers' Association Board of Directors.

Subject to such ratification, the new collective agreement between the College and the Association shall contain all provisions in the collective agreement that expired on March 31, 2010, subject to the following amendments:

1. All "green sheet" items tentatively agreed by the parties to date.
2. All items attached.
3. The term of the new collective agreement shall be April 1, 2010 to March 31, 2012.
4. Except as identified above, all other proposals tabled by the parties shall be withdrawn upon acceptance and ratification of this Memorandum of Agreement.
5. All amendments shall be effective the date of ratification of this Memorandum of Agreement.

DATED at New Westminster, British Columbia, this 10th day of February, 2012.

For the College

For the Association

Signed by union and employer representatives.

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## Article 4 - Grievance Procedure and Arbitration

Amend as follows:

### 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) Grievance Defined

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

##### (b) Policy Grievance

A policy grievance may be initiated regarding any dispute involving the application, interpretation, or alleged violation of this Agreement. A policy grievance may follow the normal steps or move directly to Step Two ~~step III~~.

A policy grievance will be initiated within 30 (thirty) working days of the date on which the issue giving rise to the grievance occurred or of the time when the Association could have reasonably been expected to become aware of the issue, whichever is later.

##### (c) Joint 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.

##### (d) Informal Grievance Resolution

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

- (d) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the College, the Association, or any other faculty member.
- (e) If the Association is of the opinion that a complaint an issue 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 Steps

#### Step One

All formal grievances shall be initiated by the Association within twenty (20) working days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) working days of the completion of any attempt at informal resolution (including discussion at Labour-Management Relations Committee) under 4.1.1 (c), whichever date is later.

A formal grievance shall be directed in writing to the Responsible Administrator responsible. Within five (5) working days of receipt of a written grievance, the Responsible 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 Responsible Administrator responsible shall provide the Association with a written reply.

#### ~~(g) Formal Grievance~~

#### Step Two

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

#### ~~(h) Formal Grievance~~

#### Step Three

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

#### (f) Referral to Arbitration

If a satisfactory settlement ~~has is not been~~ reached at Step Three ~~this point [after 4.1.1 (h)]~~, the grievance may be referred to matter shall be dealt with by arbitration as set forth in Article ~~4.1.2~~ 4.2.

(g) Time Limits and Technical Errors

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~~ (h) Step Two at the request of either party.

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

~~4.1.2~~ 4.2      **Arbitration**

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

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

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

To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### 4.2 4.3 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 4.4 Powers of Arbitrator/Jurisdiction and Authority

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

#### 4.4 4.5 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 4.6 Expedited Arbitration for Layoff

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

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

The authority of an Arbitrator appointed to resolve a grievance arising from Article 12.3.2(e) shall be limited to determining whether a faculty member who has been declared redundant can be reassigned on the basis of his/her qualifications to a position as described in Article 12.3.2(e)(ii). Article ~~4.1.2 (e)~~ 4.2(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) working days of the referral to arbitration and select the Arbitrator in the manner set out above. Within ~~forty-eight (48) hours~~ two (2) working days following the selection, the Association shall have a Letter of Appointment delivered to the Arbitrator. That Letter shall advise the Arbitrator of the name of the faculty member involved, and advise that he/she:

- (a) has been appointed by agreement of the parties under either Article 12.3.2(d) or Article 12.3.3(a)(i);
- (b) is vested with jurisdiction over the grievance upon receipt of this Letter;
- (c) must comply with this Expedited Procedure, a copy of which will be enclosed with the Letter of Appointment;
- (d) must complete the hearings and communicate his/her decision to the parties within thirty (30) days following receipt of the Letter, and provide the parties with written reasons for his/her decision no later than sixty (60) days following receipt of the Letter;
- (e) must hold a pre-hearing meeting of counsel no later than fifteen (15) days following receipt of the Letter; and

- (f) will order the parties to provide him/her with and exchange documents known to be relevant to the Issue, a Joint Statement of Agreed Facts, and a statement of each party's position on the merits of the grievance, all within ten (10) days following his/her pre-hearing meeting of counsel.

**(New) Article 9 – Professional Development**

Amend the new 9.2(e) as follows:

(e) In addition, the Committee has the responsibility of drawing up guidelines for the recording and disbursement of Faculty professional development funds, whether in the form of individual accounts or general pools, and receiving from the faculty, applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the Responsible Administrator. Disbursements shall be over the Responsible Administrator's signature, which will not be unreasonably withheld. If the Responsible 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 Responsible Administrator may not expend the funds allocated in 9.2(f) that have not been recommended by the Professional Development Committee. Each Committee's guidelines shall include a mechanism for reallocating any non-pooled professional development funds that are attached to former members of that Faculty who are no longer employed by the College. A list of such former members shall be provided annually to each Committee.

**Article 14 Salaries, Secondary Scales (Contract Faculty), and Other Compensation**

- a. Article 14.1: Delete the first two columns of the salary scale (i.e., 2007-2008, and 2008-2009). At top of third column, change the dates from "April 1, 2009 to March 31, 2010" to "April 1, 2010 to March 31, 2012".
- b. Article 14.2.1: Delete the first two sections (i.e., 2007-2008, and 2008-2009). In third section, change the dates in the subtitle from "April 1, 2009 - March 31, 2010" to "April 1, 2010 - March 31, 2012", and delete the reference to the 2.1% adjustment.

## Letter of Understanding #7

Amend as follows:

### Distributed Learning

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

(a) Preamble

Decisions about Distributed Learning will be made through the established ~~consultative structures and processes~~ of:

- ~~Senior Management Team (SMT), as advised by the Educational Technology Forum (ETF) and Technology Steering Committee (TSC); and Planning and Management Committee (TPMC), and Senior Management Team (SMT)~~
- and the educational policy governance process culminating in Education Council.

### ~~Implementation Agreement – Distributed Learning~~

(b) Definitions

~~A Distributed Learning course is defined as a course where in which 51% or more of a course is delivered by electronic media or paper based correspondence at a distance from campuses the instructional activities used to meet specific learning objectives are delivered by one or more of the following means: print-based distance education, electronic media, video-conferencing, teleconferencing, video and/or audio tapes.~~

~~Compensation for the development or redevelopment of a distributed learning course can take the form of pay or leave. Calculation will vary by the mode of instruction. If the College requires a distributed learning component which is less than 51% of a course, then pay or leave will be pro-rated.~~

(c) Mode of Instruction

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

(d) Copyright

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

(e) Compensation for Development/Redevelopment

Compensation for the development or redevelopment of a distributed learning course can take the form of pay or leave. Calculation will vary by the mode of instruction. If the College requires a distributed learning component which is less than 51% of a course, then pay or leave will be pro-rated.

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

- (i) availability of existing learning resources;
- (ii) scale, scope and complexity of the proposed model;
- (iii) level of experience of the faculty group;
- (iv) availability of financial resources;
- (v) time frame for implementation.

(f) Use of Professional Development/Leave

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

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

(g) Home Internet Compensation

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

(h) Faculty Rights

~~The College will provide the following:~~

- (i) 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.
- (ii) 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.~~

- (iii) 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.~~
- (iv) ~~LMRC will define a mode of instruction applicable to the delivery of online courses.~~
- (v) Instructors will not be required to provide technical support to students taking online courses.
- (vi) 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 DDP 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.~~

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

Add the following as a new letter of understanding:

Letter of Understanding # \_\_\_\_\_

**Chairs and Coordinators: Responsibilities Framework**

The parties agree to establish a joint committee to review the duties and responsibilities currently performed by Chairs and Coordinators across the College, and to prepare a draft Responsibilities Framework setting out the joint committee's recommendations regarding:

- Common functions of Chairs and Coordinators; and
- DDP-specific functions of Chairs and Coordinators.

Before finalizing its recommendations, the joint committee will circulate the recommendations in draft form to a focus group of chairs and coordinators for feedback.

The joint committee will consist of three representatives selected by the Association (one DCFA Table Officer, one faculty member who has experience as a Chair, and one faculty member who has experience as a Coordinator), and three representatives selected by the College (the Vice President, Academic and two academic administrators). The joint committee will establish a mutually agreed meeting schedule.

The joint committee will present its report to LMRC no later than March 31, 2014. If the members of the joint committee are unable to reach consensus, the report shall describe the areas of agreement and disagreement.

This Letter of Understanding will expire on the date when the joint committee's report is presented to LMRC or March 31, 2014, whichever occurs first.

Add the following as a new letter of understanding:

Letter of Understanding # \_\_\_\_\_

**Equity Funds: 2001 Local Negotiations**

As a matter of record, the parties agree that Douglas College's share of the provincial equity funds allocated under the Common Agreement parties' March 30, 2001 joint memorandum re "Local Negotiations" was \$113,736. This amount was used in its entirety to fund adjustments to the salary scale step placement provisions of the local collective agreement, and it continues to be used for that purpose on an ongoing basis.

Add the following as a new letter of understanding:

Letter of Understanding # \_\_\_\_\_

Collective Bargaining 2010  
Compensation Re-Opener

The parties' 2010 - 2012 Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

The College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Collective Agreement arising from the current collective bargaining, the Association will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be based on and limited by the full value of the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

The Letter of Understanding expires at midnight on March 31, 2012.

**Letters of Understanding Not Otherwise Dealt With**

- a. In addition to the LOU's amended by green sheet, renew the following LOU's: 2, 5, 8, 11, and 18.
- b. Delete LOU 3.
- c. LOU 16: Delete Don Munroe.

## Faculty Common Agreement

- a. The parties agree that the Common Agreement component of their new collective agreement shall include the amendments to the Faculty Common Agreement contained in the December 15, 2011 Memorandum of Agreement between the 2010 Faculty Common Table parties.
- b. Add the following definition to Article 1.3 of the local collective agreement:

Common Agreement

In this Agreement, "Common Agreement" means the 2010-2012 Faculty Common Agreement between the Employers' Bargaining Committee on behalf of the member institutions ratifying that Common Agreement and the Joint Faculty Negotiating Committee on behalf of its local institutions ratifying that Common Agreement.

- c. Throughout the local collective agreement, amend all references to the Common Agreement to refer simply to "the Common Agreement" (i.e., any references to the term of the Common Agreement will be removed, as they are covered by the definition above).

## Tentatively Agreed (Housekeeping)

Move the current LOU 17 (Faculty Handbook) into Article 13 as new 13.5, and reword as follows:

### 13.5 Faculty Handbook

To ~~better realize~~ facilitate a collegial workplace environment, and to support chairs and coordinators, a ~~Department/Discipline/Program and Faculty Handbook system will be~~ has been developed.

The Handbook will be updated periodically by Aa sub-committee of the Labour Management Relations Committee.

~~will complete the following tasks during the life of this collective agreement:~~

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

For the College

For the Association

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

May 5 / 2011

## Tentatively Agreed (Housekeeping)

Move the current LOU 1 (Co-operative Education) into Article 14 as new 14.3.3, and reword as follows:

### **14.3.3 Co-operative Education**

- (a) Faculty involvement in the Co-operative Education program shall be voluntary.
- (b) A contract faculty member is eligible for involvement in the program, upon the recommendation of the discipline Chair/Coordinator.
- (c) Faculty who become involved are responsible for:
  - (i) providing information and guidance for work placements for students;
  - (ii) developing general education goals for work placement;
  - (iii) developing specific educational objectives for each placement arranged, with appropriate consultation with the student and when required, with the employer;
  - (iv) evaluating each student placed to ensure that the educational goals and objectives have been met.
- (d) Faculty will be compensated at the rate of \$400.00 per student, to a maximum of nine (9) students, subject to the following limitations:
  - (i) 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.
  - (ii) 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 Article 14.3.3(d)(i)4(a).
- (e) 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.

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It is understood that the triggering of ~~point 5~~ Article 14.3.3(e) will void any compensation under Article 14.3.3(d) ~~point 4~~ above.

~~6. This Agreement shall be in effect until March 31, 2010.~~

For the College

For the Association

Date:

May 5/2011

**Tentatively Agreed (Housekeeping)**

Delete Letter of Understanding #14 (Education Leaves 2005-2006 Academic Year)

For the College

For the Association

Date:

May 5 / 2011

## Tentatively Agreed (Housekeeping)

### Article 15

Move the last sentence of Article 15.2 (“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.”) to become the last sentence of Article 15.1.

For the College

For the Association

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

May 26 / 2011

## Tentatively Agreed (Housekeeping)

### 12.2 Retirement Policy

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

For the College

For the Association

Date: May 26/2011

## Tentatively Agreed (Housekeeping)

1. Reverse the order of Articles 11.1 and 11.2.
2. Amend new Article 11.2 (current 11.1) as follows:

### 11.2 Discipline and Discharge

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

The disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the disciplinary action, which shall be copied to the Association. The reasons shall normally set out the substance of the allegations against the faculty member.

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

Where a contract faculty member or probationary regular faculty member has received an unsuccessful evaluation as per Article 5.7, he/she shall be advised of when his/her next evaluation will be. Should a contract faculty member or probationary regular faculty member receive two (2) consecutive unsuccessful evaluations, he/she shall be terminated at the end of his/her contract/appointment. In all other cases a contract faculty member or probationary regular faculty member shall not be disciplined, suspended, or discharged without just cause except, in the case of probationary regular faculty, as provided in Article 5.6.1. ~~The disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the disciplinary action, which shall be copied to the Association. The reasons shall normally set out the substance of the allegations against the faculty member.~~

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

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

May 26/2011

## Tentatively Agreed (Housekeeping)

1. For consistency and/or accuracy, make the following changes throughout the Collective Agreement:
  - a. Replace “Collective Agreement” with “Agreement”;
  - b. Replace “employee” and “faculty” with “faculty member”;
  - c. Replace “Labour Code” with “Labour Relations Code”;
  - d. Amend numbering so the format “two (2)” is used throughout;
  - e. Replace “Douglas College Faculty Association” and “DCFA” with “the Association”;
  - f. Wherever the Agreement refers to the Department, Discipline and/or Program, replace with “DDP”.
2. Spelling corrections:
  - a. Article 1.3(c): Replace “willful” with “wilful”;
  - b. Article 9.2(g): Replace “compliant” with “complaint”;
  - c. Article 16.4(b): Replace “pall bearer” with “pallbearer”;
  - d. LOU #6: Replace “programme” with “program”;
  - e. Throughout: Replace “work load” with “workload”.
3. Article 4.1.2(b): Delete “meet to” in the first sentence.
4. Article 4.1.2(c): Delete second paragraph, as this language is repeated in 4.3(b).
5. Amend Article 5.6.1(h) to read as follows:

Where a probationary faculty member is on a leave, including ~~or~~ sick leave/STIP/LTD, for over sixty (60) days, the probationary period will be extended by the length of such the ~~leave or LTD~~, or until the end of a semester, whichever is greater.
6. Articles 9.1 and 9.2: Replace “personnel” with “employee” throughout.
7. Article 10.1(a)(i): Replace “Pure and Applied Sciences and Technology” with “Science and Technology”.

## 8. Article 10.1(b):

- a. Number all subparagraphs using roman numerals;
- b. In the current 10.1(b)(iv), replace "Administration" with "Dean/Associate Dean/Director".

## 9. Article 10.3: Amend as follows:

~~(a)~~—Chairs/Coordinators will continue to be supported by:

~~(a)(b)~~ Formal training for Chairs and Coordinators, to be coordinated by Employee Relations;

~~(b)(e)~~ Generic continuing education activities specifically designed to assist them in better carrying out their duties; and

~~(c)(d)~~ At the discretion of the Dean/Associate Dean/Director, the provision of markers for Chairs/Coordinators.

10. Article 10.7.1 and LOU #9: Change "Selection Committee" to "Selection Advisory Committee", to be consistent with Article 10.7.1(a)(i), and to differentiate such committees from the selection committees referred to in Article 5.

## 11. Article 10.7.1(b)(iii): Amend as follows:

Selections for Deans and Associate Dean Positions (Term) will also be done in accordance with Letter of Understanding #9.

12. Article 14.1.4: Delete provisions which are no longer applicable (14.1.4(a)(ii), and 14.1.4(b)). In 14.1.4(a), insert missing paragraph numbers (v) through (viii).

13. Establish a committee made up of one representative of the College and one representative of the Association to review the Collective Agreement separate and apart from the bargaining process, and make recommendations to the parties regarding:

- a. Using a simple and consistent numbering scheme for the provisions in the Collective Agreement; and
- b. ~~Correcting~~ any typographical errors that the parties have not identified in their ~~housekeeping~~ proposals.

For the College

For the Association

Date: June 2, 2011

## Tentatively Agreed (Housekeeping)

### Article 5 - SELECTION COMMITTEES, HIRING AND EVALUATION

#### 5.1 Selection Committees

##### 5.1.1 Primary Functions

Selection Committees are primarily responsible for participating in

- (a) the selection of regular and contract faculty in the DDP;
- (b) the selection of the DDP's Coordinator(s);
- (c) extra-DDP faculty selections;
- (d) the selection of faculty for program development projects as described in Article 8.3.1;
- (e) the evaluation of contract and probationary regular faculty in the DDP;
- (f) the establishment and maintenance of the DDP's qualified to teach (QTT) and contract inventory lists; and
- (g) making QTT determinations where necessary, in situations involving layoff, reassignment and recall.

##### 5.1.2 Composition and Structure

The Selection Committee shall consist of three (3) members:

- (a) two (2) elected by the Department/Discipline/Program DDP; and
- (b) the Responsible ~~appropriate~~ Administrator or designate.

Each DDP shall elect two (2) Selection Committee members and, where possible, up to two (2) alternates.

The Responsible Administrator will provide the faculty members on the Selection Committee with written notice of the appointment of any designate.

The Selection Committee will elect one of its members to chair the Committee.

Where the Selection Committee determines that neither its members nor the elected alternate(s) have the necessary content expertise in relation to a particular selection, the Selection Committee may invite up to two (2) faculty

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members who have such expertise to act as a resource to the Selection Committee throughout that selection. Such invited content expert(s) must comply with the conditions and rules of the Selection Committee process, and shall have voice but no vote.

The parties will consider variations to the standard Selection eCommittee format ~~when selecting for service courses or~~ in unusual situations that may arise. Variance requests will not be refused unreasonably. Agreed variances must be recorded in writing and registered with LMRC.

~~The Administrator/designate will be responsible for providing institutional support.~~

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

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

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

### **5.1.3 Election of Faculty Members to Selection Committees**

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

### **5.1.4 Bias or Conflict of Interest**

- (a) If a faculty member raises in writing an allegation of bias or conflict of interest on the part of a faculty member who is on the Selection Committee or acting as a resource to the Selection Committee as an invited content expert, the existence of a reasonable apprehension of bias or conflict of interest will be determined by the Responsible Administrator. If a reasonable apprehension of bias or conflict of interest is found to exist
  - (i) on the part of a Selection Committee member, one of the elected alternates will be appointed to serve on the Committee; or

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- (ii) on the part of an invited content expert, another appropriate content expert will be invited to act as a resource person to the Committee.
- (b) If a faculty member raises in writing an allegation of bias or conflict of interest on the part of a member on the Selection Committee who is the Responsible Administrator or designate, the existence of a reasonable apprehension of bias or conflict of interest will be determined by the Administrator to whom that person reports. If a reasonable apprehension of bias or conflict of interest is found to exist, the senior Administrator will appoint a replacement to serve on the Committee.

**5.2 Establishing New Positions****~~Establishing Qualifications and Criteria~~**

When a new position is proposed, the qualifications and criteria for the new position will be developed by the appropriate ~~Department/Discipline/Program~~ DDP Selection Committee. Prior to posting, the job description and the job advertisement will then be drawn up in consultation with the appropriate ~~Department/Discipline/Program~~ DDP Selection Committee. A copy of the job description shall be provided to Employee Relations and the Association.

One of the criteria for assessing candidates shall be the relative accrued DDP FTE ~~s~~Service of the candidates, within the Department/Discipline/Program.

**5.3 Posting for New or Replacement Positions**

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

**5.4 Responsibilities of the Selection Committee****A. Regular Faculty Selections**

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

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- (iv) Candidates selected for interviews in a given competition shall be interviewed using a consistent format.

**B. Contract Faculty Selections**

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

**5.5 Hiring Procedure**

**5.5.1 Selections for Regular Faculty**

**A. Internal Selections for Regular Faculty from Regular Faculty**

- (i) Regular faculty who apply for a regular position will be treated as internal candidates, who will be considered before an external search. If a Selection Committee determines that the internal candidate is qualified for the position and recommends appointment, the appointment will be made.
- (ii) Where there are two or more qualified regular faculty, the position shall be awarded to the faculty member with the greatest DDP FTE sService. Where there is a tie in DDP FTE sService, the lottery process in Article 6.1.2 will apply.

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- (iii) Should the Responsible Administrator Dean/designate not wish to follow the Selection Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide a rationale and attempt to resolve the matter before taking action.
- (iv) Faculty hired through the internal selection process will be subject to a one year probationary period.
- (v) Internal candidates may take an unpaid leave of absence from their original position in accordance with Article 7 of the Common Agreement.
- (vi) Internal regular faculty members who are not selected shall, upon request, receive feedback from the Responsible Administrator.

**B.1 Internal Selections for Regular Faculty from Contract Faculty**

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

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

- (ii) The Selection Committee shall assess the candidates to ensure they meet the qualifications and criteria established by the Selection Committee for a regular position.
- (iii) Where the Selection Committee determines that a candidate meets the qualifications and criteria for a regular position, he/she will be recommended by the Selection Committee for appointment and a regular appointment shall be made when there is work of half-time or more available in the DDP Department/Discipline/Program that the faculty member is qualified to teach. Where a faculty member has been recommended, the Responsible Administrator ~~Dean~~ shall appoint.
- (iv) An applicant who does not meet the qualifications and criteria for a regular ongoing position, but has two (2) years of DDP 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

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appointment shall specify the criteria and/or qualifications that must be met.

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

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

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

- (i) When a contract faculty member has two (2) years DDP FTE sService, and is evaluated as satisfactory in the second year of his/her ~~their~~ DDP FTE sService, he/she may apply to his/her ~~Department/Discipline/Program~~ DDP Selection Committee for regular status as defined in Article 1.3 (n).
- (ii) In the event a contract faculty member is successful in obtaining regular status, and a regular faculty position becomes available in the ~~Department/Discipline/Program~~ DDP where the faculty member is qualified to teach, the contract faculty member will be appointed to a regular position as defined in Article 1.3 (m). Where a faculty member with regular status has been recommended, the Responsible Administrator ~~Dean~~ shall appoint.
- (iii) Where there are two or more qualified faculty with regular status, the position shall be awarded to the faculty member with the greatest DDP FTE sService. Where there is a tie in DDP FTE sService, the lottery process in Article 6.1.2 will apply.
- (iv) Contract faculty members who are not successful in obtaining regular status shall, upon request, receive feedback from the Responsible Administrator.

### **B.3 Continuing as Contract Faculty**

- (i) A faculty member with two or more years of DDP FTE sService 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,

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shall be eligible to continue as a contract faculty member but shall be limited to less than half-time work.

- (ii) Exceptions to the "less than half-time" work requirement may be made due to educational requirements. These exceptions can only be made with the recommendation of the Selection Committee and the approval of the Association.

### C. External Selections for Regular Faculty

- (a) Where a regular position in a ~~Department/Discipline/Program~~ DDP 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 Responsible Administrator ~~Dean/designate~~.
- (d) Where two or more internal candidates are determined to be relatively equal by the Selection Committee, the candidate with the most DDP FTE ~~sService in the Department/Discipline/Program~~ shall be ranked higher. Where there is an DDP FTE Service tie, the lottery tie breaker process in Article 6.1.2 will apply.
- (e) Should the Responsible Administrator ~~Dean/designate~~ not wish to follow the Committee's recommendations in making the appointment, he/she shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.
- (f) Faculty hired through the external selection process shall be given regular status and be subject to a two-year probationary period.
- (g) In the event that the short list is exhausted, and the College still intends to fill the position, the selection process shall recommence.

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

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

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

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- (i) Persons on a contract faculty inventory list who have successfully taught for a minimum of 0.75 FTE sService within a Department/Discipline/Program DDP, have earned the right of first refusal for courses for which he/she is qualified as provided in Article 1.3 (j).
- (i) Persons who have earned the right of first refusal shall be offered in order of DDP FTE sService, available contracts for which they are qualified. Such contracts shall be offered in writing according to the following process:
  - a. A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 5.7.1 Probation/Evaluation, has been completed and the Responsible Administrator ~~appropriate—Dean~~ has recommended that no other contract be offered to the instructor.
  - b. If the contract faculty member with the most DDP FTE sService refuses an available contract or contracts, the contract or contract(s) shall then be offered to the faculty member with the next most DDP FTE sService ~~in the Department/Discipline/Program~~. This process shall continue in decreasing order of DDP FTE sService (most to least) ~~in the Department/Discipline/Program~~, until no other contract faculty with a minimum 0.75 FTE sService in the DDP are available.
  - c. If a contract faculty member cannot be found for an available course or courses, after following this process, the available contract or contracts may be offered to instructors with less than 0.75 of FTE sService in the Department/Discipline/Program DDP or by using the selection procedure identified in Article 5.5.2 B.

**B. Selection of New Contract Faculty**

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

- (a) From the contract faculty inventory list compiled by the Selection Committee, the Chair/Coordinator shall designate contract section assignments in accordance with the provisions contained in Article 6 and forward these recommendations to the Responsible Administrator appropriate administrator.

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- (b) The Responsible Administrator ~~Administrator responsible~~ shall offer a contract(s) to the designated contract instructor. In the event that the designated instructor declines the contract, the Responsible Administrator ~~Administrator responsible~~ shall ask the appropriate Chair/Coordinator for an alternate contract instructor.
- (c) Should the Responsible Administrator ~~Administrator responsible~~ not wish to follow the Chair's/Coordinator's recommendation, he/she will meet with the Chair/Coordinator, provide rationale, and attempt to resolve the matter. If agreement cannot be reached, the appropriate Vice-President shall arbitrate.
- (d) In the event that the inventory is exhausted and time does not permit this process to be followed, the Responsible Administrator ~~Administrator responsible~~ and the Chair/Coordinator or his/her designate shall jointly agree on the appointment. If the Chair/Coordinator or designate is not available the Responsible Administrator ~~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 sService 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 Responsible Administrator ~~Administrator responsible~~ any changes to the address and phone number at which he/she can be contacted for contract offerings. Failure to provide the Responsible Administrator ~~Administrator responsible~~ with current address and phone number will be deemed to be a refusal of contracts for the semester.
- (h) As of the dates set out in section (f) of this clause, initial written contract offers will be sent to contract faculty. Contract offers made in accordance with this paragraph must be signed and received by the College within ten (10) days or the offers will be deemed to have been refused.

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

If a contract faculty member refuses all work at the College in the Department/Discipline/Program DDP for two consecutive semesters or does not work in the Department/Discipline/Program DDP as a faculty

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member for a period of two years before the beginning of the relevant contract, except where he/she is on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 16.5 and 16.8, then the faculty member is terminated and loses any earned Right of First Refusal and all accumulated DDP FTE sService in ~~the Department/Discipline/Program.~~

### 5.5.3 ~~Non~~Extra-Department DDP Selection Process for Faculty, Inter-Faculty, and College-Wide Faculty Positions

The following processes will be followed in selections for positions, which are not based entirely within one department DDP. The parties will consider variations to the standard Selection Committee format in unusual situations that may arise, such as multi-institutional initiatives. Variance requests will not be refused unreasonably. Agreed variances must be recorded in writing and registered with LMRC.

#### (a) Positions Involving More Than One Department DDP

The Selection Committee will consist of one faculty member from each Selection Committee of the department DDPs involved, plus the ~~r~~Responsible ~~a~~AAdministrator or designate. ~~In the case of Student Development, the Selection Committee will consist of one faculty member from the Selection Committee of each of the disciplines involved, plus the responsible administrator or designate.~~

#### (b) Positions Involving an Entire Faculty

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

#### (c) Positions Involving More Than One Faculty

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

#### (d) College-Wide Positions

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

**(e) Advisory Nature of ~~Non~~Extra-Departmental—DDP Selection Committees**

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

**5.5.4 General Conditions of Appointment**

**(a) Written Contracts and Appointment Letters**

- (i) All contract faculty employed by the College shall be offered appropriate written contracts, and all regular faculty shall receive appropriate written appointment letters. All contracts and appointment letters shall specify the rate of pay, benefit elections, assigned workload, and the period of appointment, including any vacation and professional/curriculum development time required by the terms of this Agreement. Appointment letters issued to probationary regular faculty must specify whether the position is of a continuing nature or a leave replacement.
- (ii) Faculty members shall be given a copy of any employment notice affecting their own employment.

**(b) Orientation of New Faculty**

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

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

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

**(d) Contract Course Cancellation and Compensation**

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

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

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

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Such action will not be subject to the grievance procedure.

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

## 5.6 Probation

### 5.6.1 Probation for Regular Faculty

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

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

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

## 5.7 Evaluation

### 5.7.1 Contract Faculty Evaluation

- (a) Commencing with his/her first contract, contract faculty shall be subject to receive formal evaluations in accordance with this Article, to a maximum of two separate evaluations per academic year.
- (b) Contract faculty evaluations will include all elements of a probationary regular faculty evaluation, excluding regular faculty service requirements, and will be consistent with the role of a contract faculty member.
- (c) Where a contract faculty member receives two consecutive unsatisfactory evaluations in two (2) different semesters, he/she shall be terminated at the end of his/her existing contract.

~~Where an evaluation has not been done, then it will be understood that a probationary or contract faculty member has received a satisfactory evaluation.~~

### 5.7.2 Regular Faculty Evaluation

#### A. Probationary Regular Faculty

- (a) All evaluations during the probationary period shall be as follows:
  - (i) A minimum of once per year, but
  - (ii) No more than twice per year with a minimum of sixty (60) days between and

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- (iii) The Responsible Administrator will give the faculty member a written evaluation report, after consultation with the current Selection Committee.

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

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

- (b) The methods used to collect information, in consultation with the faculty member, will be provided to the faculty member in writing before the evaluation process begins, and will include the following:
- (i) Written faculty peer evaluation;
  - (ii) Written student evaluations (where applicable);
  - (iii) Written self-evaluation by the probationary faculty member;
  - (iv) Other methods agreed to by the Selection Committee, and by the Responsible Administrator, Administrator responsible in which case the probationary faculty member will be informed of such other methods in writing before the evaluation process begins; and
  - (v) Written Responsible Administrator administrator evaluation.
- (c) The peer evaluator will be appointed by the Responsible Administrator or designate (i.e., Chair/Coordinator of the DDP or Chair of the Selection Committee), after consultation with the probationary faculty member and the Chair/Coordinator of the DDP. The peer evaluator shall be a post-probationary regular faculty member. Where possible, the peer evaluator shall be from the DDP and shall not be a member of the Selection Committee. In selecting evaluators, course expertise and DDP needs must be considered. If the probationary faculty member raises in writing an allegation of bias or conflict of interest on the part of the peer evaluator, the existence of a reasonable apprehension of bias or conflict of interest will be determined by the Responsible Administrator. If a reasonable apprehension of bias or conflict of interest is found to exist, another peer evaluator will be appointed.
- (d) The probationary faculty member will be allowed to read and review the Evaluation Report. The faculty member will have five working days in order to respond in writing to any errors or omissions. The Evaluation Report will then be discussed with the faculty member who will sign a copy

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indicating that the report has been seen. The faculty member can register agreement or disagreement with the report at this time.

- (e) Where an evaluation has not been done, then it will be understood that a probationary or contract faculty member has received a satisfactory evaluation.

### B. Post Probationary Faculty Developmental Evaluation

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

### 5.7.3 Access to Information in the Evaluation File

Upon request, the faculty member shall receive a copy of all written evaluations. The originals of the evaluation materials shall be forwarded to the office of the Associate Vice President, Employee Relations, who will determine the final disposition of such materials in accordance with College policy and legal requirements.

### 5.8 Qualified to Teach Determinations

Each Selection Committee is responsible for

- (a) determining the courses faculty members in the DDP are qualified to teach;  
and
- (b) establishing and maintaining the DDP's Qualified to Teach (QTT) and contract inventory lists.

When a new regular faculty member is hired, the Selection Committee will determine the courses in the relevant DDP the faculty member is qualified to teach. If a regular faculty member wishes to be qualified to teach additional courses, he/she may make an application to the Selection Committee, which will make the determination.

Criteria and methods for making QTT determinations in a DDP will be established in writing and communicated to faculty in the DDP.

For the College

For the Association

Date: June 21, 2011

## Tentatively Agreed (Housekeeping)

### Article 6 CREATION AND ASSIGNMENT OF REGULAR POSITIONS AND AVAILABLE WORK

#### 6.1 Identifying Available Work

The Responsible Administrator shall determine the instructional work available for the next academic year, as follows:

- a. In November/December of each year, the Responsible Administrator shall review the instructional work for the current academic year and incorporate known additions and deletions, including temporary work, for the next academic year.
- b. This review shall account for instructional work already committed to as part of the established workload of full-time and part-time regular faculty.
- c. Any instructional work not committed, inclusive of known temporary work, shall be reviewed to determine the amount of work which is anticipated to be available in the next academic year.
- d. The College shall review the summaries of the Education Plan and the identified available work for the next academic year with an Association representative or designate by June 1. The Association representative or designate, based on the information provided, shall confirm acceptance, or where there is disagreement, provide reasons.

#### 6.2 Establishing Regular Positions

- a. Positions required to meet specific educational requirements shall be identified from the work available. The Responsible Administrator will establish such positions after consultation with the Chair or Coordinator of the DDP.
- b. Educational considerations will be the first criterion used in establishing a position.
- c. As many positions as possible will be full-time.
- d. In establishing positions, factors such as inter-campus travel, the number of course preparations, and the level of preparation, delivery and assessment will be taken into account.

- e. A faculty member may be required to provide instruction on weekends or during the Summer semester if this is where the available work, which results in his/her position being established, exists.
- f. Nothing in this Collective Agreement prevents the College from establishing an ongoing regular position where the College determines an ongoing regular position is required.

### 6.3 Establishing Workload

- a. "Established workload" means the minimum amount of work that must be assigned to a regular faculty member, provided work is available which the faculty member is qualified to teach.
- b. Where a regular faculty member has occupied a regular position in a DDP for three consecutive years, and is assigned regular work for a fourth consecutive year, the faculty member shall be granted an established workload. The established workload is the faculty member's lowest annual workload assignment within the four year period.
- c. Work identified prior to September 1 as being available to be assigned to regular faculty shall be considered as part of the established workload when it is assigned to a regular faculty member.
- d. Work identified on or after September 1 shall not be considered as part of the established workload of a regular faculty member. Where such work is performed by a regular faculty member and continues for a second or third consecutive semester in the same academic year, then the work in the second or third consecutive semester shall be considered as part of the established workload of that regular faculty member.

### 6.4 Increasing Established Workload

The established workload of a regular part-time faculty member shall be reviewed annually. If the faculty member's annual workload assignment in any subsequent period of four consecutive years exceeds the established workload, the faculty member shall be granted a new established workload equal to her/his lowest annual workload assignment within the most recent four year period. The faculty member's new established workload shall take effect at the beginning of the fourth year of this period.

## 6.5 Determining Workload Assignments

- a. Prior to each semester, each DDP will ensure discussions have occurred with regular and contract faculty to determine the needs of the DDP. These discussions will include faculty preferences with respect to scheduling and assignments.
- b. Where a contract faculty member indicates a preference for assignment of fewer contracts than he/she would otherwise be entitled to, the faculty member will provide a written waiver to this effect to the Responsible Administrator. This written waiver must be provided by July 1 for Fall semester contracts, by November 1 for Winter semester contracts, and by March 1 for Summer semester contracts.

## 6.6 Offering Work to Existing Regular Faculty

Available work for an academic year that is identified by July 1 prior to the commencement of that year shall first be offered to qualified regular faculty in the DDP in the following priority sequence, subject to scheduling requirements:

- a. regular faculty in the DDP who have an established workload, in order of DDP FTE Service, in accordance with the faculty member's established workload;
- b. regular part-time faculty in the DDP who have an established workload, in order of DDP FTE Service, up to a full-time workload;
- c. regular post-probationary faculty in the DDP who do not have an established workload, in order of DDP FTE Service, up to a full-time workload; and
- d. regular probationary faculty in the DDP, in order of DDP FTE Service, up to a full-time workload.

## 6.7 Offering Additional Available Work

- a. Before July 1

Where available work remains after the process set out above has been completed, the College shall identify the remaining available work which is half-time or more, and offer it to qualified faculty in the following priority sequence, subject to scheduling requirements:

- i. laid off post-probationary regular faculty with recall rights, in order of DDP FTE Service;
- ii. laid off probationary faculty with recall rights, in order of DDP FTE Service;

- iii. contract faculty with regular status, in order of DDP FTE Service;
- iv. through the internal selection process; and
- v. through the external selection process.

b. On or After July 1

Where additional work becomes available on or after July 1, the College shall offer such work to qualified faculty in the DDP who have not yet received full-time work assignments, in the priority sequence set out in Article 6.6 and then Article 6.7(a)(i) through (iii).

Any remaining work that cannot be assigned through the process described above shall be offered to qualified faculty in the following priority sequence, subject to scheduling requirements:

- i. contract faculty in the DDP who have achieved a right of first refusal, in order of DDP FTE Service;
  - ii. through the contract faculty selection process;
  - iii. regular faculty in the DDP, on an overload basis.
- c. In the event that two or more regular faculty have identical DDP FTE Service, then College FTE Service shall be used as a tie breaker for the purpose of appointment or workload allocation. If a tie continues to exist it shall be decided by lot. The lottery will be conducted as follows: the faculty members' names will be written on identical pieces of paper, which will be placed in a covered receptacle. The Associate Vice President of Employee Relations or designate will draw one name from the receptacle and read out the name. The winner of the tie breaker will be offered the available work for the coming academic year.
- d. Part-time regular faculty who are offered additional available work will have seven (7) calendar days to advise the College in writing whether or not they accept such additional work. Where a part-time regular faculty member rejects additional work for an academic year in which the faculty member is not scheduled to be on an approved leave, he/she shall not subsequently be offered additional available work unless he/she notifies the Administrator in writing of his/her willingness to accept additional work.
- e. A post-probationary, regular faculty member planning to retire in the following academic year may request, for the academic year preceding retirement, a part-time

workload spread across three semesters. Access to this provision will be limited to one occasion per faculty member.

## **6.8 Payment for Additional Available Work**

- a. Work identified prior to September 1 as being available to be assigned to regular faculty shall be paid at regular rates when it is assigned to a regular faculty member.
- b. Work identified on or after September 1 shall be paid at contract rates. Where such work is performed by a regular faculty member and continues for a second or third consecutive semester in the same academic year, then the work in the second or third consecutive semester shall be paid at regular rates.

## **6.9 Workload Reduction**

### **6.9.1 Involuntary Workload Reduction**

Once a regular faculty member has an established workload, the provisions of Articles 12.3.2 and 12.3.3 shall apply where there is an involuntary reduction in this workload.

### **6.9.2 Voluntary Workload Reduction**

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

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

- e. Permanent Workload Reduction

- i. A regular post-probationary full-time faculty member may apply for a permanent workload reduction of one-half time or less.

- ii. 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.
- iii. Applications for workload reduction shall be made to the Responsible Administrator for review and consultation with the appropriate Selection Committee.
- iv. Applications shall be reviewed to ensure that the application satisfies program and educational requirements, that there are suitably qualified replacements, and the commitment made by the participating faculty members to fulfill non-instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the Responsible Administrator. Should the Responsible Administrator 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 Responsible Administrator will meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.
- v. A faculty member who obtains a permanently reduced workload shall relinquish all claim to his/her full-time position. A faculty member on a permanently reduced workload may apply in writing for an increased workload in accordance with the Collective Agreement after working two years at permanently reduced workload. The faculty member requesting an increased workload under this article will be offered work identified as available work in accordance with Articles 6.6 and 6.7.

For the College

For the Association

Date: September 29/2011

## **Tentatively Agreed (Housekeeping)**

1. Delete the preamble regarding Article 2 of the Common Agreement which currently appears at the beginning of Article 9.
2. Insert the current LOU 4 into Article 9 as a new 9.4, with the following amendments:

### **9.4 ~~Article 2 (Common Agreement)~~— Harassment Complaints**

#### **9.4.1 Article 2 (Common Agreement)**

Article 9.4 of this Agreement supplements the Harassment provisions found in Article 2 of the Common Agreement, as per Article 2.3.1, which allows for local informal processes if the parties mutually agree. If there is any inconsistency between Article 9.4 of this Agreement and Article 2 of the Common Agreement, the Common Agreement will prevail to the extent of the inconsistency.

#### **9.4.2 Harassment Advisors**

- (a) ~~Role of Harassment Advisor:~~ To determine whether a harassment complaint may be warranted, faculty may use the services of a Harassment Advisor.
- (b) Harassment Advisors provide confidential consultation to the Complainant regarding the Complainant's options, and provide the Complainant with information and advice regarding:
  - (i) whether the behaviour(s) in question may fall within the definition(s) of harassment under Article 2 of the Common Agreement;
  - (ii) possible procedures and options available to the Complainant under this provision or under alternate Policy or process (as appropriate);
  - (iii) possible actions which the Complainant might take to resolve the situation himself or herself. These include but are not limited to addressing the Respondent, seeking the help of the Student

Ombudsperson or Faculty Ombudsperson or a union Steward (as appropriate), and/or seeking Informal Resolution.

If the Complainant, after initial consultation, wishes to proceed to a formal complaint of harassment, he or she will be referred to the Associate Vice President, Employee Relations or designate. Where a Complainant wishes to pursue a formal complaint and the complaint is covered by a Collective Agreement, he/she will be referred to the appropriate individual as provided in that Collective Agreement.

- (c) The Advisors does not determine whether harassment occurred; they only confirm that behaviours as described by the Complainant may constitute harassment under College Policy and/or Collective Agreement language. Only a Formal Investigation can determine whether harassment has taken place.
- (d) The Harassment Advisor will maintain confidentiality of the consultation. However, if the Complainant claims that the harassment involves ~~V~~violence, the Advisor must report the situation to the Responsible Administrator who must do an investigation under policy A10.01.05 Violence Prevention Involving Employees or A10.01.06 Violence Prevention Involving Students/Users.
- (e) The Harassment Advisor will limit information and advice to the harassment issues policy. Questions on any other issues will be referred to the appropriate individual or department, and/or to the Association.
- (f) Interactions between the Harassment Advisor and the Complainant will be confidential. The Harassment Advisor will not be questioned, or otherwise participate in any subsequent investigative process.

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

### **9.4.3 Complaint Process Issues**

- (a) The Associate Vice President, Employee Relations, or designate will conduct initial, independent interviews with the complainant and the

respondent, respectively, to determine the scope of the complaint and the willingness on the part of each of the parties to participate in mediation.

- (b) The scope of the complaint will be determined and signed off by the Complainant. This document will represent the complaint. Other issues that are determined to be outside the scope of the complaint will be formally referred to the appropriate parties or processes.
- (c) The Respondent will be contacted to arrange an appropriate delivery method, taking confidentiality and speed into consideration. Courier to the faculty member's home address will be used where appropriate, considering confidentiality and speed.
- (d) All notices concerning the complaint will be delivered via the method agreed with the faculty member.
- (e) Faculty members being interviewed concerning a harassment or policy complaint will be informed by the College of their right to Association representation.

#### **9.4.4 Mediation**

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

#### **Mediation—Procedural Issues:**

- (b) Mediation will occur by mutual consent only and with the assistance of an impartial, designated administrator (other than the Associate Vice President, Employee Relations). The mediation must relate to the alleged behaviour of the respondent and the substance of the complaint against the respondent;

- (c) If the parties are not agreeable to mediation, an investigation by an outside investigator will take place in accordance with Article 2 of the ~~(faculty)~~ Common Agreement.
- (d) If, at any time, either of the parties determines that the mediation process is not beneficial and wishes to discontinue the process, the Mediator will cease the mediation process, document the fact that mediation was attempted and no resolution was attained and release the parties from the process. In such an event, an investigation by an outside investigator will take place in accordance with Article 2 of the ~~(faculty)~~ Common Agreement.

~~Role of the Mediator in the Informal Resolution Phase:~~

- (e) ~~For the purposes of this procedure,~~ The Mediator will act as an impartial facilitator to:
  - (i) structure a process that encourages the parties to discuss and resolve issues;
  - (ii) facilitate open and respectful communication, focusing on interests rather than on positions;
  - (iii) manage the emotional climate;
  - (iv) provide a "safe" environment for discussion of issues in dispute;
  - (v) assist the parties to organize information and explore possibilities and options for resolution;
  - (vi) record decisions and agreements.

**9.4.5 Formal Investigation**

- (a) Where a complaint under Article 2 of the Common Agreement is referred to the formal investigation stage, please read Article 2 of the ~~(faculty)~~ Common Agreement before commencing the formal investigation stage.
- (b) The External Investigator will be given a copy of the relevant Collective Agreement and Common Agreement language, together with any relevant

procedures related to that language, at the time of referral of the complaint.

- (c) The Investigator will determine the scope of the complaint, based on the signed Complaint of the Complainant and will limit the scope of the investigation to the determination of whether or not the respondent has engaged in harassment toward the complainant. Any issues not related directly to the parties to the complaint will be referred back to the institution for action.
- ~~(d) Faculty members being interviewed concerning a harassment complaint will be informed by the College of their right to union representation.~~
- (d) Faculty who are interviewed in relation to a harassment complaint will be provided a written account of their statement and will verify the accuracy of that statement by affixing their signature.
- (e) The College will ensure that the Investigator keeps the parties to the complaint informed of the progress of the investigation including the scope of the complaint, parties to be interviewed and time lines.
- (f) Prior to the conclusion of the investigation, the respondent will have the opportunity to respond, in writing, to all evidence presented.
- (g) The Investigator will ensure that the parties to the complaint receive a written response of the findings and recommendations of the Investigator.
- (h) All documentation related to the complaint will be retained in a confidential, sealed file/envelope by the Associate Vice President, Employee Relations.

3. ~~Renumber~~ the current 9.4 through 9.7 as 9.5 through 9.8.

For the College

For the Association

Date:

September 30/2011

## Tentatively Agreed (Housekeeping)

### Article 14

Delete Articles 14.1.4(a)(ii) and 14.1.4(b).

Delete the 2007-2008 and 2008-2009 contract faculty wage scales in Article 14.2.1.

### LOU 15

Add the following language to the end of point #3:

"... paid at 100% for one semester. Such leaves may be prorated over two or three semesters in a single academic year."

### Article 15.8

Amend as follows:

#### 15.8 Pension Plan Provisions (College Pension Act)

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

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

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

For the College

For the Association

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

October 14 / 2011



## Tentatively Agreed (Housekeeping)

### Article 16.3 Educational Leave

Delete the current Notes, and replace with the following:

Note: Educational leaves are funded from the Common Agreement LOU 6 Common Faculty Professional Development Fund. The local adjudication process is described in local LOU 15 Common Faculty Professional Development Fund, as supplemented by Article 16.3 Educational Leave.

### Article 8.2.2

Move the current Article 8.2.2 into Article 13 as a new 13.6, and reword as follows:

#### 13.6 Placement of ~~Departments/Disciplines/Program~~ DDPs

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

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

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

October 14, 2011

## Tentatively Agreed (Housekeeping)

### Letter of Understanding #12 SELF-FUNDED ACTIVITY

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

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

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

#### A. Self-Funded Activity

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

#### 5. Terms of Reference

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

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

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

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

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

**1. Community Programmers will:**

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

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

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

**C. The Training Group (formerly Centre 2000)**

**1. Conversion of existing Centre 2000 Program Manager positions to DCFA bargaining unit positions:**

- a. The existing Program Manager positions within The Training Group will be converted from contractor status to regular faculty positions within the DCFA bargaining unit and will continue to be known as Community and Contract Services Programmers;

- b. Individuals currently performing Program Manager positions will be converted from contractor status to regular faculty status. Once converted, such individuals will begin to accrue FTE service in accordance with the Collective Agreement. Such individuals will not accrue FTE service for time worked prior to conversion;
- c. Individuals converted to regular faculty status under this section will be subject to a one (1) year probationary period;
- d. Other working conditions will be in accordance with the Collective Agreement. In particular, contact hours shall be thirty-five (35) per week as provided in Article 8.2. Vacation and Professional Development time will be in accordance with Article 8.8 and Article 16.2 respectively and will be scheduled in consultation with the responsible Administrator to ensure contract management obligations are met.
- e. Community and Contract Services Programmer positions (after initial conversions) will be selected as per Article 5 of the Collective Agreement. Selection Committees may be expanded to include representatives external to the College (where appropriate to a specific contract) who will act in an advisory capacity to the Selection Committee.

2. In accordance with the Settlement Agreement reached between the College and the Association on April 8, 2009, the Association agrees that The Training Group may continue to deliver the non-credit training and related services that it has historically done, as listed in a document entitled "Contract [and] Key Proposals Summary Documents 1993-2009" that the College provided to the Association on March 23, 2009 and is available for review in the Human Resources department. The Association agrees that such work will not be subject to grievance.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

Date: October 14, 2011

## Tentatively Agreed (Housekeeping)

Replace Article 1.3(q) and Article 7 with the following:

### Article 1.3

q. Seniority

The categories of seniority and their definitions appear in Article 7.

## 7. SENIORITY

### 7.1 Definitions of Seniority Categories

In this Agreement:

- a. "FTE Service" means all full-time equivalent service with the College as a faculty member;
- b. "College FTE Service" means all FTE Service accrued since the date of a faculty member's first regular appointment, and includes all FTE Service accrued in a regular or contract appointment following that date.
- c. "Contract FTE Service" means FTE Service accrued as a contract faculty member in a DDP prior to the issuance of a regular appointment.
- d. "DDP FTE Service" means the aggregate of a faculty member's:
  - i. College FTE Service accrued in the DDP, in accordance with Article 7.4; and
  - ii. Contract FTE Service accrued in the DDP.

### 7.2 Functions of Seniority Categories

The primary functions of the seniority categories are as follows:

- a. FTE Service is used to define the seniority categories (Article 7), in internal selections for regular faculty from regular faculty (Article 5.5.1.A), as a tiebreaker where one or more contract faculty members have identical Contract FTE Service, and for the purpose of LOU #2 (Retirement Incentives).

- b. College FTE Service is used in layoff and recall (Article 12), and as a tiebreaker for workload allocation purposes where one or more regular faculty members have identical DDP FTE Service (Article 6).
- c. Contract FTE Service is used in offering contracts to contract faculty (Article 5.5.2.A), and as a tiebreaker where one or more regular faculty members have identical College FTE Service.
- d. DDP FTE Service is used in workload allocation (Article 6), in internal selections for regular faculty from contract faculty (Article 5.5.1.B.1), where a contract faculty member applies for regular status in a DDP (Article 5.5.1.B.2), in external selections for regular faculty (Article 5.5.1.C), and in coordinator selections (Article 10.2).

### 7.3 Measurement of Seniority

- a. The maximum FTE Service that may be accumulated shall be limited to one (1) FTE per year. Eight (8) months of full-time service, exclusive of vacation or professional development time, shall be equivalent to one (1) year of FTE Service.
- b. Overload contracts issued under Article 14.1.6 will not be included in FTE Service.

### 7.4 Accrual of Seniority

- a. Contract FTE Service is accrued separately in each DDP in which the faculty member performs work.
- b. College FTE Service is accrued in a regular faculty member's home DDP (i.e., the DDP of the faculty member's first regular appointment), regardless of where the work is performed. However, where a regular faculty member obtains work in a recognized DDP outside his/her home DDP, the faculty member may elect instead to accrue his/her College FTE Service separately in each DDP in which the faculty member performs work. The election must be communicated in writing to the Responsible Administrator of each DDP in which the faculty member works, with a copy to Employee Relations.
- c. If a regular faculty member has separate and concurrent regular appointments in two DDPs, the faculty member will be deemed to have two home DDPs and will accrue College FTE Service separately in each home DDP.
- d. Where a regular faculty member is internally selected for a regular position in a new DDP, FTE service accrued in the faculty member's previous home DDP may not be imported into the new home DDP.

### 7.5 Loss of Seniority

A faculty member will lose all accrued FTE Service and seniority rights under this Agreement where:

- a. the loss of seniority provisions in Article 5.5.2.C, 11, 12.1, 12.2, 12.3.1(d), or 12.3.3(b) apply; or
- b. the faculty member's employment with the College is otherwise terminated.

### 7.6 Seniority – Regular Faculty

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

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

### 7.8 Seniority Lists

- a. The College shall maintain a seniority list, grouped by Faculty and DDP, which shall include the following information for each faculty member in the DDP, listed in declining order of DDP FTE Service:

Name of Faculty Member

Status:

RPRO = Regular probationary

RPPR = Regular post-probationary

REGR = Regular with established workload

CONT = Contract

CRFR = Contract with right of first refusal

CREG = Contract with regular status

Home DDP

Other DDP(s) (where applicable)

Established Workload (where applicable)

Regular Appointment Date in the DDP (where applicable)

Contract Hire Date in the DDP

DDP FTE Service

College FTE Service Accrued in the DDP

Contract FTE Service Accrued in the DDP

College FTE Service Accrued outside the DDP (where applicable)

FTE Service

FTE Service accrued since last update (by semester)

- b. The College shall update the seniority list three times per year, as follows:
- i. on or before July 1, for all FTE Service earned up to and including the prior April 30;
  - ii. on or before November 1, for all FTE Service earned up to and including the prior August 31; and
  - iii. on or before March 1, for all FTE Service earned up to and including the prior December 31.
- c. The seniority list will be posted electronically, in a manner that makes it accessible by the Association, Administrators, Chairs/Coordinators, and all faculty members.
- d. The seniority list is subject to correction, provided that any changes must be supported by documentation that is satisfactory to the College, acting reasonably.

No changes will be considered for FTE Service accumulated before September 1, 2007.

**7.9 Qualified to Teach Lists**

Each DDP shall maintain a Qualified to Teach (QTT) list, with the following information:

- a. for each faculty member in the DDP, the courses the faculty member is qualified to teach; and
- b. for each course offered in the DDP, the faculty members who are qualified to teach that course.

For the College

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

Nov 17/11

For the Association

## Tentatively Agreed (Housekeeping)

1. Insert the current LOU 9 (Dean Positions (Term Only)) into Article 10, as new Article 10.8, and reword as follows:

### **10.8 Deans Positions (Term Only)**

#### **A. Purpose**

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

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

#### **B. Planning**

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

#### **C. Notice**

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

#### **D. Affected Positions**

This Letter of Understanding applies to the following positions:

Dean, Language, Literature and Performing Arts

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Dean, Child, Family and Community Studies

Dean, Commerce and Business Administration

Dean, Humanities and Social Sciences

Dean, Sciences and Technology

Dean, Health Sciences

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

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

E. Terms and Conditions

1.

- 1.1 A Dean will be selected in accordance with the Selection Procedures for Academic Administrators agreed to by Douglas College and the Douglas College Faculty Association dated January 2005 and in accordance with Article 10.7 of the Collective Agreement.
- 1.2 A Dean shall receive an appointment under the "Policies Concerning Salaries, Benefits, Working Conditions for Excluded Personnel".
- 1.3 Appointments for the Dean positions listed in D above shall be made for a term of five (5) years. Based on satisfactory performance a subsequent five (5) year term appointment may be offered. A person who has served two (2) terms as a Dean will not be eligible for further appointment as a Dean.
- 1.4 A Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, will return to a regular faculty teaching assignment subject to FTE service as per Article 10.6 and Qualified to Teach/Program provisions.
- 1.5 A Dean returning or moving to a regular faculty position will have previous administrative experience gained as a Dean at Douglas College counted for promotion on the salary scale as per annual FTE calculated increments.
- 1.6 A Dean will be considered in full-time equivalent employment for the purpose of seniority.

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- 1.7 A Dean shall receive full protection of the faculty agreement for any activities involved with instruction and scholarly activities, e.g. publications.
- 1.8 Faculty vacancies created by the appointment of the Dean shall be filled in accordance with the terms of the Collective Agreement.
- 1.9 A Dean covered by ~~the Letter of Understanding~~ this Article is expected to maintain currency in her/his discipline throughout her/his term by continuing to be involved in instruction and scholarly activities. This will be determined by the Dean - based on operational requirements and subject to the approval/agreement of the Vice President, Academic of Education.

**2. Internally Appointed Candidates**

- 2.1 A Dean shall retain any existing FTE service and shall continue to accrue FTE service in her/his ~~Department/Discipline/Program~~ DDP, as provided in the Douglas College/Douglas College Faculty Association Collective Agreement in Article 7 – Seniority.
- 2.2 Where a Dean has FTE service in more than one ~~discipline~~ DDP, FTE service will accrue in the ~~discipline~~ DDP where he/she has the larger amount of FTE service.

**3. External Candidates**

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

2. Insert the current LOU 10 (Faculty Seconded to Excluded Positions) into Article 10, as new Article 10.10, and reword as follows:

**10.9 Faculty Seconded To Excluded Positions**

**1. Purpose**

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

**2. Terms and Conditions for Seconded Faculty Member**

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

Douglas College – and – DCFA Collective Bargaining

- 3.1 For planning purposes, the appropriate Dean and ~~Department~~ DDP Selection Advisory Committee will be informed of the seconded appointment together with details of the terms of appointment.
- 3.2 When ~~Department~~ DDP education plans are developed, consideration will be given to the seconded faculty member.
- 3.3 Every effort will be made to provide as much notice as possible of the seconded faculty member's return to faculty ranks. In any case, no less than two (2) months written notice will be given.
- 3.4 Where, for any reason, a seconded faculty member is scheduled to move into a faculty position, this will be taken into account in terms of educational planning and assignment of faculty.
4. **Replacement Faculty**
  - 4.1 Faculty vacancies created by the appointment of the seconded faculty member shall be filled in accordance with the terms of the Faculty Collective Agreement.
  - 4.2 In accordance with the layoff provisions of the Faculty Collective Agreement, any faculty member displaced by the seconded member's return to work will be given the appropriate amount of notice and any other layoff rights – appropriate to the length of service attained by the replacement Faculty member.

For the College

For the Association

Date: November 18, 2011

## Tentatively Agreed (Housekeeping)

Throughout the Collective Agreement:

- a. Replace "Vice President of Education" and "Vice President, Education" with "Vice President, Academic"; and
- b. Replace "Employee Relations" with "Human Resources".

For the College

For the Association

Date:

November 18, 2011.

## Tentatively Agreed (Housekeeping)

1. Add the following definition to Article 1.3:

Responsible Administrator

In this Agreement, "Responsible Administrator" means the Dean, Associate Dean, Director or other excluded administrator who has been selected under the terms of this Agreement and who is responsible for the DDP in which the applicable faculty member(s) work.

2. Wherever the Local Agreement refers to the Administrator, Administrator responsible, Dean, and/or Director, replace with "Responsible Administrator", except in the following locations (article references are to the 2007-2010 Local Agreement):
  - Article 4.1.1(c);
  - Article 4.1.1(g) – change "appropriate Administrator" to "appropriate Vice President";
  - Article 5.5.3(c) and (d);
  - Article 8.8(c);
  - Articles 10.5 and 10.6;
  - Articles 10.7 and 10.7.1;
  - LOU #4 – Mediation – paragraph 1(a);
  - LOU#9;
  - LOU #10;
  - LOU #15;
  - Appendix B for LOU#18.

For the College

For the Association

Date:

December 9/2011

## Tentatively Agreed (Housekeeping)

### Article 8 - WORKING CONDITIONS

#### 8.1 Normal Duties

- (a) There are The ten (10) months of accountable time. This period 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 period, 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 Responsible Administrator an outline of his/her proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Administrator.
- (d) Carryover of Curriculum and Professional Development Days

If the needs of the College demand, and if the Responsible 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 Responsible Administrator responsible. Such carryover of curriculum and professional development time shall occur with the agreement of the faculty member.

- (e) There is an inherent assumption that the duties of regular faculty members involve responsibilities beyond those expected of contract faculty.

#### 8.2 Contact Hours

- (a) Type of Instruction Contact Hours

Classroom Related

16

Music Rehearsal	16
Reality Environment	18
Music Private Lesson	24
Simulation Environments	24
Individual Learning	24
Practicum Supervision	32
Counselling	35
Research and Development	35
Library Related	35
Community Programmers	35

- (b) Work schedules within the limits contained in 8.2 (a) shall be delivered in co-operation with the Responsible Administrator responsible.
- (c) The load for an instructor teaching in more than one instructional mode is prorated.
- (d) Workload Averaging
- (i) The average teaching load is determined over an entire academic year; eighteen (18) hours of instruction per week in one semester and fourteen (14) in the other, for example, constitute an average teaching load of sixteen (16) hours for classroom related instructors.
- (ii) In exceptional circumstances a regular faculty member may request to average the teaching workload over a longer period. In these circumstances, the faculty member shall submit a plan, in writing, regarding accountable and vacation time to the appropriate Chair/Coordinator and Responsible Administrator for approval.

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

To facilitate these situations, the distribution of work, as per Articles 6.6 and 6.76-1-3, does not apply.

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

- (e) Nothing in this section ~~Article~~ will be construed in such a way as to increase the instructional workload schedule over the load prescribed by past practices.

### 8.3

#### **Workday**

- (a) 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.

Nothing in this section is to be construed that the classroom contact hours must be seven (7) hours total per day, or those contact hours so stated are the total hours work expected from faculty members.

- (b) 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.
- (c) 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.

#### (d) Weekend Work

- (i) No faculty member shall be required to work on Saturday, except as established by past practice. In the event that regular and contract faculty within the pool decline Saturday work, the College will employ other contract faculty members, as selected through Article 5.5.2 who agree to Saturday employment.
- (ii) No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
- (iii) Notwithstanding 8.3 8-2-1(d)(i) and (ii) a faculty member may be required to provide instruction on weekends if this is where the available work which results in his/her position being established exists.
- (iv) No contract faculty member shall be refused a contract as a result of the application of sections 8.3 8-2-1(d)(i) and 8.3 8-2-1(d)(ii). If a contract faculty member should lose work through withholding consent under Article 8.3 8-2-1(d)(i) and 8.3 8-2-1(d)(ii), the College shall attempt to reschedule the contract instructor's work

assignment, such rescheduling to be subject to the operational requirements of the College.

#### **8.4 Counsellors, Librarians & Community Programmers**

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

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.

#### **8.5 Music Instruction**

##### **(a) Rehearsal Instruction**

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

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

##### **(b) Private Lesson Instruction**

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

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

#### **8.6 Assignment Instructional Conditions**

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

**8.7 Student Interview Hours**

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

**8.8 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.
- (b) Office space will be allocated by the Dean/Director Responsible Administrator following consultation with the affected faculty.
- (c) ~~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).

**8.9 Parking**

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

**8.10 Extended Day Meal Allowance**

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

**8.11 Travel**

- (a) The College being a multi-campus institution, all faculty are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the College campuses or other locations where classes are scheduled:
  - (i) Teaching at two (2) locations on any one day may be required.
  - (ii) A faculty member shall not be assigned to teach at more than two (2) locations in any semester without his/her consent.
- (b) For authorized travel among College campuses, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:

- the first campus reported to each day will, for the purpose of this article, be the "home" campus for that day and inter-campus mileage will accumulate from that location.
  - there will be no mileage claim allowed for travel from the last campus to home.
- (c) For authorized travel to other assigned (non-campus) work sites, mileage will be paid at the rate established by the College Expense Guidelines on the following basis:
- a "home" campus will be established for each faculty member based on the primary location of the instructional responsibilities of their program or on the campus location where the faculty member has the majority of instructional duties.
  - where authorized travel from home to an assigned (non-campus) work site is greater than travel from home to the "home" campus, the additional mileage traveled will be compensated both ways.
- (d) Faculty members who are required by the College to travel in excess of six (6) days in any calendar month for which they are entitled to receive compensation as per 8.4 8.12(a) shall be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee. It is the employee's responsibility to purchase Class 007 vehicle insurance when necessary.

## **8.12 Assignment of Other Duties**

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

Procedure:

1. The College may assign program/curriculum development or special projects to faculty and, in such cases, will provide adequate time to accomplish the agreed upon tasks.
2. The Association will be provided with details of all such time releases, including the faculty member involved, the amount of time provided, and the duties to be undertaken. A copy of such details will also be provided to Employee Relations.

3. In the case of projects that are of a duration of one semester or more, the following process will be used for assigning the work in question:
  - a. Where a faculty member has developed the program development proposal, and where the faculty member is qualified for the work in question, the work will be offered to the faculty member without posting.
  - b. Where the proposal has been developed by more than one faculty member, the faculty members, in consultation with the Dean Responsible Administrator, will determine which qualified faculty member(s) will be offered the work without posting.
  - c. Where a proposal has been developed by faculty, or by the College, and where no faculty in the Department/Discipline/Program DDP group are qualified for the work, notice will be given to all faculty in accordance with Article 8.3.4 8.13 of the Collective Agreement, and applications from faculty invited.
4. Selection and appointment for program development projects, as identified in number 3 above, shall be in accordance with the principles of Article 5 of the Collective Agreement.
5. In the case of program development projects that do not fall within the parameters provided in number 3 above, the Responsible Administrator may make an appointment after receiving the advice of the appropriate Department/Discipline/Program DDP group. See Article 5.1.1.

For the College

For the Association

Date: December 9, 2011

## Tentatively Agreed (Housekeeping)

### Article 12 – RESIGNATION, RETIREMENT, LAYOFF AND RECALL

#### 12.1 Resignation

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

#### 12.2 Retirement Policy

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

#### 12.3 Layoff and Recall

Note: Provisions regarding Labour Adjustment are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 2010. Such Labour Adjustment provision is contained in Article 6.4 of the Common Agreement. Provisions regarding the Registry of Laid Off Employees are contained in Article 6.3 of the Common Agreement.

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

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

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

##### 12.3.1(a) Reasons For Layoff

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

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

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

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

#### 12.3.1(c) Reversion to Contract Status

When a regular faculty member has been laid off, he/she shall revert to contract status ~~along~~ with ~~but retain~~ all accrued FTE Service.

#### 12.3.1(d) Recall

- (i) Two (2) Year Recall Rights

The laid off faculty member shall have ~~first a~~ first a right of recall for two (2) calendar years from the date of ~~layoff, termination~~ for subsequent regular assignments for which the faculty member is qualified to teach, subject to the work assignment sequence set out in Article 6.

- (ii) Exercise of Recall Rights

##### a. Obtaining a Qualified -To - Teach Approval

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

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

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

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

b. Interviews

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

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

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

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

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

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

c. Credit of Seniority toward Probationary Period

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

d. Maintenance of Post Probationary Status

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

(iii) Loss of Recall Rights

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

(iv) Loss of Seniority

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

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

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

#### 12.3.2(a) Notice and Consultation

##### (i) Notice to Union

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

##### (ii) Consultation with the Union

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

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

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

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

#### 12.3.2(b) Order of Layoff

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

### 12.3.2(c) Seniority By-Pass

(i) Where a faculty member in a ~~Department/Discipline/ProgramDDP~~ has been identified under Article 12.3.2 (b) and the remaining faculty members in the ~~Department/Discipline/ProgramDDP~~ are not qualified to instruct the remaining courses or perform the remaining services in the ~~Department/Discipline/ProgramDDP~~, the provisions of 12.3.2 (b) shall not apply to the faculty member identified, and the process set out in Article 12.3.2 (c) shall apply.

(ii) In the event Article 12.3.2 (c) applies, the determination of the faculty member to be declared redundant in the ~~Department/Discipline/ProgramDDP~~ shall recommence with the faculty member with the next to least total College FTE Service with the College as defined in Article 1.3 (q) since the starting date of the faculty member's first regular appointment. This process shall continue in reverse order of College 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/ProgramDDP~~ has been identified.

(iii) A faculty member who has been declared redundant by operation of 12.3.2 (c) (Seniority By-Pass) shall have the option of remaining as a part-time regular faculty member provided he/she can be assigned to perform a regular workload of half time or greater as defined in Article 1.3(l).

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

### 12.3.2(d) Dispute Resolutions (Relevant Faculty/Department)

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

(ii) Disputes - Qualified to Instruct

a. Should any question be raised by a faculty member of the Association as to whether a faculty member is or is not qualified to instruct the remaining courses or perform the remaining services in the ~~Department/Discipline/ProgramDDP~~, the question, within five (5) days of being raised, shall be referred in writing to the Labour Management Relations Committee composed of an equal number of representatives of the College and the Association.

b. Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the College shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 4.1.1 and 4.1.2. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.

c. Should the Association refer an issue raised under Article 12.3.2 (d)(ii) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

### 12.3.2(e) Reassignment

#### (i) Process for Reassignment

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

#### (ii) Decision of Administrator

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

#### (iii) Criteria for Reassignment

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

- a. a recognized vacancy for a regular position as defined in Article 1.3 (l) or
- b. sufficient on going work equivalent to his/her established workload.

#### (iv) Reassignment Probation

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

### 12.3.3 Joint Severance / Recall Rights

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

### 12.3.3(a) Severance

#### (i) Failure of the Reassignment Process

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

#### (ii) Refusal of Reassignment

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

#### (iii) Repayment of Severance Upon Recall

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

### 12.3.3(b) Recall

#### (i) Two (2) Year Recall Rights

A faculty member described in Article 12.3.2 who is laid off. The laid off faculty member shall have a first right of recall for two (2) calendar years from the date of ~~termination~~ layoff for subsequent regular appointments for which the faculty member is qualified to teach, subject to the work assignment sequence set out in Article 6.

#### (ii) Eligibility

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

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

(iii) Exercise of Recall Rights

a. Obtaining a Qualified -To -Teach Approval

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

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

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

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

b. Interviews

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

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

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

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

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

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

(iv) Employment Conditions Upon Recall

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

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

(v) Refusal of Recall

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

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

12.3.4 General Regular Faculty Provisions

(a) Right To Claim Contract Work

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

(b) Benefits

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

For the College

For the Association

Date: December 9/2011



## **Tentatively Agreed (Housekeeping)**

### **Letter of Understanding # \_\_\_\_\_ Field Schools**

The parties agree that the following principles will apply to Field School opportunities:

#### **1. Notice of Field School Opportunities**

Where a Field School opportunity has been developed by the College, or has been offered at least twice by the College, the Responsible Administrator will circulate a notice to qualified faculty, describing the nature of the opportunity (e.g., the location, the Faculty/Faculties, DDP(s) and/or course(s) involved, the number of faculty required, whether or not collaborative teams and/or integrated curriculum are required, etc.). Qualified faculty will be invited to submit expressions of interest in response to this notice.

#### **2. Preference for Instructional Work**

- a. Preference for available instructional work in a Field School will be given to interested and qualified faculty who meet one or more of the following criteria:

- i. the faculty member was significantly involved in developing the Field School opportunity;
- ii. the faculty member did significant work developing or adapting curriculum for use in that Field School; or
- iii. the faculty member was part of a team of faculty members who delivered instruction in that Field School, where the curriculum requires integration.

A faculty member loses entitlement to the preference described above when s/he has participated twice in the delivery of instruction in the Field School.

- b. If available instructional work remains, the Responsible Administrator will circulate notice as described in paragraph 1 above, and preference will be

Douglas College – and – DCFA Collective Bargaining

given to interested and qualified faculty who have not previously delivered instruction in the Field School.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

Date: January 17, 2012

## Tentatively Agreed

### Article 4.5 Expedited Arbitration For Layoff

Amend the first paragraph under the subtitle “Pre-Hearing Procedure” as follows:

The parties shall meet within five (5) working days of the referral to arbitration and select the Arbitrator in the manner set out above. Within two (2) working days ~~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:

### Article 10.7.1 Selection Process for Administrator Selections

Amend Article 10.7.1(g)(vi) as follows:

The originals of all ~~All~~ records of the Committee will be provided to the Chair of the Committee and then forwarded to the office of the Associate Vice President, Human Resources ~~Employee Relations~~, who will determine the final disposition of the records in accordance with College Policy and legal requirements. Upon request, the Association ~~DCFA~~ will be provided access to minutes of Selection Advisory Committees established under this article, subject to Freedom of Information and Protection of Privacy legislation.

For the ~~College~~

For the Association

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

Feb 2 / 2012

## Tentatively Agreed

### Article 8.2.4 Student Interview Hours

Amend as follows:

Times and places on campus at which a faculty member will be available for student interviews shall be posted on or outside the faculty member's office door, and a copy shall be provided to the Departmental Assistant. Faculty members are also encouraged to post their office hours on-line.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

Date: Feb 2/2012

## Tentatively Agreed

### Article 9.7.1

Amend as follows:

9.7.1 Faculty Representatives ~~to~~ on the College Health and Safety Committees

The Association shall appoint two (2) faculty representatives to each of the College's Health and Safety Committees as required by legislation. A faculty representative is eligible to be elected as Committee co-chair. Joint Health and Safety Committee minutes will be posted ~~to~~ on the College web site.

### Letter of Understanding #12: Self-Funded Activity

In addition to the housekeeping amendments tentatively agreed on October 14, 2011, amend paragraph A.4 as follows:

The Continuing Education Coordination Committee, under the authority of the Vice Presidents of Education, Education Services and Finance, will meet at least annually under the Terms of Reference...

### Letter of Understanding #6

Add the following sentence at the end of paragraph 3 of the Preamble:

Any agreement to vary the terms of the Collective Agreement will be recorded in writing.

For the College

For the Association

Date:

Jan 27/2012

## Tentatively Agreed

### Education Leave / Professional Development (Housekeeping)

1. Delete the current Articles 8.8, 8.8.1, 16.3 and LOU 15.
2. Rescind the amendment to LOU 15 that was tentatively agreed on October 14, 2011, and the amendment to Article 16.3 that was tentatively agreed on October 14, 2011.
3. Amend LOU 13 as follows:

#### ~~FUNDING FOR SALARY OPTION #1: THE STIPEND~~

~~In collective bargaining for the 2004-2007 local Collective Agreement, the parties agreed to delete the former 2% Education Leave fund from the local Collective Agreement. These monies have subsequently been used by the parties on an on-going basis to fund the Salary Stipend Option #1, referred to in Appendix A in the Common Agreement, be Article 16.3.11 Educational Leave.~~

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

4. Insert the following as a new Article, between the current Article 8 and Article 9:

#### Article 9      PROFESSIONAL DEVELOPMENT

For the purposes of Article 9, "Faculty" means Faculties in the College's Academic Division, as well as departments outside the Academic Division in which faculty members are employed.

#### 9.1      College-Wide Professional Development Program

(a) The parties agree to establish a College-Wide 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, the College-Wide Professional Development Advisory Committee, consisting of one regular faculty member elected from each Faculty Department's Professional Development Committee and two administrators, will make recommendations for the operation, financing and management of the College-Wide Professional Development Program.

(d) ~~In any event~~ The College will allocate a minimum of \$3000 for the financing of the College-Wide Professional Development Program.

## 9.2 Faculty Professional Development Funds

(a) Each Faculty ~~/Department/Discipline/Program~~ shall have a Professional Development Committee consisting of the Responsible Administrator ~~department Dean/Director~~, and elected members.

(b) The elected members shall be at least three (3) in number and shall be elected at a Faculty ~~/Department/Discipline/Program~~ meeting to be held in May each year.

(c) One (1) of the elected members shall serve as Professional Development Chairperson.

~~(d) One of the elected members shall serve as the Faculty/ Department/Discipline/Program representative to the Educational Leave Committee; this elected member shall serve for two (2) academic years.~~

(d) The Faculty ~~/Department/Discipline/Program~~ committees have the responsibility of promoting, within the ~~department/discipline~~ Faculty, activities to enhance the academic, technical, and educational standards of the ~~department/discipline~~ DDPs. The College shall provide the appropriate ~~department/discipline~~ Faculty Professional Development Committee with copies of any reports on professional development activities funded under Article 8.8.9.1.

(e) In addition, the Committee has the responsibility of drawing up guidelines for the recording and disbursement of ~~department~~ Faculty professional development funds, whether in the form of individual accounts or general pools, 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 Responsible Administrator. Disbursements shall be over the Responsible Administrator's signature, which will not be unreasonably withheld. If the Responsible 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 Responsible Administrator may not expend the funds allocated in 8.8.1(g) 9.2(f) that have not been recommended by the Professional Development Committee.

(f) A budget of \$500 for each full-time equivalent (FTE) faculty member, inclusive of Regular faculty, as of October 31st prior, and of Contract faculty, once each semester, shall be allocated to each Faculty ~~/Department~~ Professional Development Committee for the fiscal year. At the end of the fiscal year, all unspent monies shall be carried forward to the following fiscal year on a Faculty ~~/Department~~ basis.

(g) Faculty have the right to individually accumulate professional development monies. All pooling of professional development monies, therefore, will be voluntary.

(h) Once a month the College shall provide ~~the departmental~~ each Professional Development Committee with a listing of the ~~departmental~~ Faculty professional development funds committed and expended.

### **169.3 Educational Leave**

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

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

#### **169.3.1 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. Education Leave supports the maintenance and development of the faculty member's professional competence and effectiveness, and assists the faculty member to remain current and active in his/her DDP.

#### **169.3.2 Purposes**

Educational Leave may be used for any of the following:

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

#### **169.3.3 Eligibility**

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

~~(b) Four (4) Month Leave~~

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

~~(c) One (1) Year Leave~~

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

(a) After a period of three (3) years of full-time equivalent service, a regular faculty member may apply to receive four (4) months leave of Education Leave, 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. A faculty member may pro-rate this four (4) months of Education Leave over two (2) or three (3) semesters in the same academic year.

(b) Credit for Previous Employment or Two (2) Years Eligibility

Faculty members who have been previously employed by the College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming contract or regular experience for minimum service requirements shall be eligible to take Educational Leave until he/she has completed two (2) years of regular service.

(c) Wait Period for Successful Applicants

Successful applicants for Educational Leave will be ineligible for a further Educational Leave for a period of two (2) years upon return. However, ineligible candidates may apply if there are sufficient unawarded funds remaining and no other approved Education Leave candidates.

#### **169.3.4 Application Procedure**

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

(a) A Form and Guidelines for Educational Leave applications are available from the responsible Responsible Administrator;

(b) Written applications are to be submitted to the Responsible Administrator responsible;

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

### **169.3.5 Late Applications**

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

### **169.3.6 Education Leave Committee**

The Educational Leave Committee shall be composed of one (1) faculty representative elected from each Faculty and ~~the responsible Administrator~~ three (3) management representatives, one (1) of whom will be the Vice President, Academic as a non-voting member. All other Committee members are voting members.

The elected faculty representatives shall serve for two (2) academic years, with half of the members being elected in alternate years.

Elected faculty representatives will serve for a maximum of two (2) consecutive terms. Faculty representatives may be elected again after a one (1) term or two (2) year break.

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

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

The Committee will operate on the basis of mutually agreed process and criteria which the parties will review annually, and amend as necessary, during the term of this Agreement. Such process and criteria will be documented and made available to Responsible Administrators, Chairs, Coordinators, faculty, Human Resources and the DCFA.

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

### **169.3.7 Recommendations of the Committee**

The Educational Leave Committee will consider all applications submitted by the October 15 date. The ~~Educational Leave Committee~~ will interview all applicants whose submissions meet the Educational Leave criteria (as per articles ~~169.3.1~~ and ~~169.3.2~~). Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

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

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

### **169.3.8 Decision of the President Vice President, Academic**

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

### **169.3.9 Taking Education Leave**

#### **(a) Compensation During Education Leave**

(i) Faculty on Educational Leave shall receive ~~80%~~ 100% of the salary a faculty member would otherwise receive were he/she not on leave.

~~(ii) The faculty member may receive a grant, bursary, stipend, salary or other award up to 20% of salary during the leave period.~~

(ii) If a faculty member receives a grant, bursary, stipend, salary or other award from another source more than 20% of salary during the leave period, from the above sources, the College will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. Any savings will be returned to the Education Leave fund.

(iii) Traveling expenses, special allowances, or research expenses awarded under the terms of any scholarship or grant (such as a College Scholarly Activity research expenses grant) will not affect the faculty member's salary.

(iv) There is no limit to the amount of grants a faculty member may receive on leave.

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

(i) Faculty M members of the faculty on Educational Leave will receive any salary adjustments for which they would normally be eligible.

(ii) The College will continue its full contributions to the benefits plans outlined in Article 15 for faculty members on Educational Leave.

(iii) Time spent on Educational Leave shall count as full-time equivalent (FTE) service for the purposes of Article 12.3.

(c) Date Variations in Taking Education Leave

Variations in the dates of Educational Leave are possible.

**169.3.10 Returning from Educational Leave**

(a) College Contact and Date of Return

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

(b) Requirements Upon Return From Educational Leave

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

(c) Educational Leave Debt / Cancellation

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

(d) Rights Upon Return From Educational Leave

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

**169.3.11 Funding Education Leave**

The College's contributions towards Education Leaves are funded by Letter of Understanding 6, Common Faculty Professional Development Fund, in the 2007-2010 Common Agreement.

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

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

**169.3.12 Annual Fiscal Academic Year Reports**

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

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

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

Date: February 9, 2012

## Tentatively Agreed

### Letter of Understanding #19

Amend as follows:

#### UNIT MERGERS DDP REALIGNMENTS

~~When College Management gives notice to Education Council, of a proposed merger, i.e., the joining together of separate academic units (Departments/Disciplines/Programs) – as required by Douglas College's Planned Changes policy~~ Where a realignment under College policy results in the merger or splitting of DDP(s) or the transfer of DDP(s) from one Faculty to another, the College and the DCFA will negotiate a specific merger transition realignment agreement as per the principles of this Letter of Understanding.

1. ~~Where two or more DDPs are merged, the DDP FTE Service and Contract FTE Service of the affected faculty members will also be merged. The merging of two or more faculty groups DDPs will be done on the basis of seniority. The newly created faculty group merged DDP, therefore, will have one common seniority list as defined by faculty FTE.~~
2. Where a DDP is split, each affected faculty member shall elect either
  - (a) to transfer all FTE Service accrued in that DDP into his/her new home DDP; or
  - (b) to divide the FTE Service accrued in that DDP between the DDP(s) created by the split, in proportion to the relevant courses taught.

This election must be communicated in writing to the Responsible Administrator, with a copy to Human Resources.

3. ~~In doing the staffing plan for the new a realigned unit DDP, Work in a realigned DDP will be allocated in accordance with Article 6 of this Agreement by faculty FTE seniority as based on one's established workload. The new common seniority list for the staffing plan can only be modified in the allocation of work by seniority on the following grounds:~~
  - (a) ~~Qualified to teach/program requirements~~
  - (b) ~~Workload reduction/increase requirements~~
  - (c) ~~The terms of one's appointment letter or~~
  - (d) ~~By the addition of new faculty hires.~~

- 4. The parties will apply best practices in negotiating working condition ~~merger~~ issues arising from the realignment, such as Chairs/Coordinators, Selection Committees, Professional Development funds, modes of instruction, and facilities and supports.
- 5. All faculty members affected by a realignment will be given an opportunity by the Selection Committee to meet qualified to teach/program requirements ~~as a condition of a merger~~. ~~Faculty members who access the qualified to teach/program Selection Committee process will have the protection of Article 12.3.~~
- 6. All faculty members who will be adversely affected by a merger realignment will have the protection of Article 12.3 re: Layoffs and Recall and the benefit of the Common Agreement's Article 6 - Regularization.
- 7. A specific ~~transition~~ realignment agreement ~~to merge specific academic units~~ will be negotiated by College management and the DCFA. All affected individual faculty members will receive a written copy.

\_\_\_\_\_  
For the College

\_\_\_\_\_  
For the Association

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

February 9, 2012