

MEMORANDUM OF AGREEMENT

BETWEEN

DOUGLAS COLLEGE AND

THE DOUGLAS COLLEGE FACULTY ASSOCIATION

FOR THE TERM OF APRIL 1, 2007 TO MARCH 31, 2010

The parties have agreed that the attached negotiated changes to the Local Collective Agreement, together with the Sectoral Agreement for the period April 1, 2007 to March 31, 2010 will, following ratification by the parties, form the complete Collective Agreement for the 2007 – 2010 term.

FOR THE DCFA

[Redacted signature box]

Robin Wylie
VP, Negotiations

[Redacted signature box]

Susan Briggs
President

[Redacted signature box]

Jennifer Kirkey
Bargaining Committee

FOR DOUGLAS COLLEGE

[Redacted signature box]

Marian L. Exmann
Associate VP Employee Relations

[Redacted signature box]

Susan Witter
President

[Redacted signature box]

Tania Dong
Administrative Assistant
Employee Relations

NOTE: CHANGES ARE UNDERLINED

AGREED AMENDMENT

February 21, 2007

1.1 Term of Agreement - Continuation Clause

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event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.

The operation of Section 66 (2) of the Labour Code of British Columbia is specifically excluded.

AGREED AMENDMENT

MARCH 1, 2007 3:00 P.M.

1.2 Parties to Agreement

THIS AGREEMENT, entered into on March 1, 2007.

BY AND BETWEEN

DOUGLAS COLLEGE
(hereinafter referred to as "the College")

AND

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

AGREED AMENDMENT

December 1, 2006

3:00 p.m.

DCFA Proposal re Article 1.3 Definitions

1. That the definitions be organized alphabetically.

- (a) Academic Year
- (b) Available Work
- (c) Cause (Just Cause)
- (d) Contract Faculty
- (e) Effect of College Split

- (f) Instruct/Teach
- (g) Overload
- (h) Part Time Work
- (i) Probationary Regular Positions
- (j) Qualified
- (k) Recall
- (l) Regular Half Time Work
- (m) Regular Positions
- (n) Regular Status
- (o) Right of First Refusal
- (p) Secondment
- (q) Seniority
- (r) Severance
- (s) Technological Change
- (t) Temporary Work
- (u) Termination

AGREED AMENDMENT
November 28, 2006
3:40 p.m.

ARTICLE 1.3 – DEFINITIONS

Regular Status

Contract faculty who are selected for regularization by the Department/Discipline/Program Selection Committee, become internal candidates for appointment to a regular position if regular work becomes available that the faculty member is qualified to teach, as determined by the Selection Committee.

Right of First Refusal

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

AGREED AMENDMENT
November 28, 2006

ARTICLE 1.3 – DEFINITIONS

Termination

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

AGREED AMENDMENT
January 8, 2007
3:00 p.m.

ARTICLE 2 – UNION SECURITY

2.2 Union Security/Faculty Association

- (a) The Association president and vice-presidents, in order to fulfill their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.

No change to remainder of article

AGREED AMENDMENT
NOVEMBER 28, 2006
3:40 P.M.

4.1.2 Arbitration

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

- (a) Where a difference arises between the parties relating to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, either of the parties, without stoppage of their work, may, after exhausting any grievance procedures established by this Agreement, notify the other party in writing of its desire to submit the difference to arbitration.

(b) Within ten (10) working days of the delivery and receipt of the reference to arbitration, the parties shall meet to select a mutually acceptable Arbitrator. In the event that the parties cannot agree upon the selection of an Arbitrator, either party or both of the parties may request the Minister of Labour to appoint an Arbitrator.

(c) Procedure

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

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

**AGREED AMENDMENT
NOVEMBER 28, 2006
3:40 P.M.**

4.5 Expedited Arbitration for Layoff

Change in title only.

**AGREED AMENDMENT
JANUARY 11, 2007
11:00 A.M.**

ARTICLE 5 - SELECTION COMMITTEE, HIRING AND EVALUATION

5.1 Selection Committees

5.1.1 Composition and Structure

The Selection Committee shall consist of three (3) members: (a) two (2) elected by the department/discipline/program; (b) the appropriate Administrator or designate.

The parties will consider variations to the standard committee format when selecting for service courses or in unusual situations that may arise.

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

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

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

5.1.2 Election of Faculty Members to Selection Committees

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

5.2 **Establishing New Positions**

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

One of the criteria for assessing candidates shall be the relative accrued FTE service of the candidates within the department/discipline/program.

5.3 **Posting for New or Replacement Positions**

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

5.4 **Responsibilities of the Selection Committee**

A. Regular Faculty Selections

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

B. Contract Faculty Selections

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

5.5 Hiring Procedure

5.5.1 Selections for Regular Faculty

A. Internal Selections for Regular Faculty from Regular Faculty

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

B.1 Internal Selections for Regular Faculty from Contract Faculty

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

Where a faculty member has more than three (3) years of FTE Service his/her most recent evaluation must be satisfactory.
- (ii)** The Selection Committee shall assess the candidates to ensure they meet the qualifications and criteria established by the Selection Committee for a regular position.
- (iii)** Where the Selection Committee determines that a candidate meets the qualifications and criteria for a regular position, he/she will be recommended by the Selection Committee for appointment and a regular appointment shall be made when there is work of half-time or more available in the department/discipline/program that the faculty member is

qualified to teach. Where a faculty member has been recommended, the Dean shall appoint.

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

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

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

B.2 Contract Faculty Applying for Regular Status for subsequent appointment as Regular Faculty

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

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

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

B.3 Continuing as Contract Faculty

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

C. External Selections for Regular Faculty

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

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

5.5.2 Selection of Contract Faculty

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

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

- (i) Persons on a contract faculty inventory list who have successfully taught for a minimum of 0.75 FTE service within a department/discipline/program, have earned the right of first refusal for courses for which he/she is qualified as provided in Article 1.3.
- (ii) Persons who have earned the right of first refusal shall be offered, in order of FTE service, available contracts for which they are qualified. Such contracts shall be offered in writing, according to the following process:
 - (a) A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 5.9.1 Probation/Evaluation, has been completed and the appropriate Dean has recommended that no other contract be offered to the instructor.
 - (b) If the contract faculty member with the most FTE service refuses an available contract or contracts, the contract(s) shall then be offered to the faculty member with the next most FTE service in the department/discipline/program. This process shall continue in decreasing order of FTE service (most to least) in the discipline/ program, until no other contract faculty with a minimum 0.75 FTE 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 FTE service in the department/discipline/program or by using the selection procedure identified in Article 5.3.5.

B. Selection of New Contract Faculty

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

- (h) As of the dates set out in section (f) of this clause, initial written contract offers will be sent to contract faculty. Contract offers made in accordance with this paragraph must be signed and received by the College within ten (10) days or the offers will be deemed to have been refused.

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

If a contract faculty member refuses all work at the College in the department/discipline for two consecutive semesters or does not work in the Department/Discipline/Program as a faculty member for a period of two years before the beginning of the relevant contract, except where he/she is on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 14.5 and 14.8, then the faculty member is terminated and loses any earned Right of First Refusal and all accumulated FTE service in the Department/Discipline/Program.

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

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

(a) Positions Involving More Than One Department

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

(b) Positions Involving an Entire Faculty

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

(c) Positions Involving More Than One Faculty

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

(d) College-Wide Positions

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

(e) Advisory Nature of Non-Departmental Selection Committees

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

5.5.4 General Conditions of Appointment

(a) Written Contracts

(i) All faculty employed by the College shall be offered appropriate written contracts. All contracts shall specify the rate of pay and the period of appointment, including any vacation and professional/ curriculum development time required by the terms of this Agreement.

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

(b) Orientation of New Faculty

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

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

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

(d) Contract Course Cancellation and Compensation

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

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

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

Such action will not be subject to the grievance procedure.

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

5.6 Probation

5.6.1 Probation for Regular Faculty

- (a) All regular faculty must successfully complete two years in a probationary appointment.
- (b) The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular employee.
- (c) Where the conditions of Article 5.7.2 have been met, (with two evaluations and a remediation plan with notification to the Association), and where the applicable Selection Committee recommends no further remediation, a probationary faculty member may be terminated without cause upon the expiry of the first year of the two-year probationary period. A 'no remediation' recommendation must be based on explicit pedagogical and/or discipline considerations and occur within months eight and twelve (8-12) of a first year appointment.
- (d) A probationary faculty member may be terminated without cause upon the expiry of the two-year probationary period. A probationary faculty member may be terminated with cause during the two-year probationary period. If a faculty member is terminated during his/her probationary period, such a termination will be grievable beginning at Step 2 (4.1.1 (g)) of the grievance procedure.
- (e) If, after the final evaluation of the probationary period, the probationary faculty member is found to be satisfactory for regular

employment, then subject to the terms and conditions of this Collective Agreement he/she shall be offered a regular position three months prior to the expiry of his/her probationary period.

- (f) If, after the final evaluation of the probationary period, the required levels of improvement as determined by the Administrator responsible have not been reached, the Administrator responsible shall recommend to the appropriate Vice-President that the faculty member receive no further instructional work beyond the end of his/her current probationary regular appointment. Where this occurs the faculty member shall be advised in writing, including reasons, three (3) months prior to the end of his/her probationary period.
- (g) Where a probationary regular faculty member is laid-off he/she shall receive pro rata recognition of time worked towards his/her probationary period. However, at least one year of the probationary period must consist of continuous employment.
- (h) Where a probationary faculty member is on a leave, or sick leave/LTD for over sixty (60) days, the probationary period will be extended by the length of the leave or LTD, or until the end of a semester, whichever is greater.
- (i) Personal leaves of absence without pay will not ordinarily be granted to faculty during his/her probationary period.

5.7 Evaluation

5.7.1 Contract Faculty Evaluation

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

5.7.2 Regular Faculty Evaluation

A. Probationary Regular Faculty

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

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

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

- (b) The methods used to collect information, in consultation with the faculty member, will include the following:
- (i) Written faculty peer evaluation
 - (ii) Written student evaluations (where applicable)
 - (iii) Written self-evaluation by the probationary faculty member
 - (iv) Other methods agreed to by the Selection Committee, and by the Administrator responsible
 - (v) written administrator evaluation
- (c) The probationary faculty member will be allowed to read and review the Evaluation Report. The faculty member will have five working days in order to respond in writing to any errors or omissions. The Evaluation Report will then be discussed with the faculty member who will sign a copy indicating that the report has been seen. The faculty member can register agreement or disagreement with the report at this time.

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

B. Post Probationary Regular Faculty Developmental Evaluation

- (a) Post probationary faculty developmental evaluation will be conducted in accordance with the terms and conditions of Letter of Understanding #21 re: 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.

**AGREED AMENDMENT
JANUARY 9, 2007
1:00 P.M.**

6. REGULARIZATION: CREATION AND ALLOCATION OF FACULTY POSITIONS

6.1 Determining Workload Assignments – no change

6.1.1. Creation Of Regular Positions

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

- (a) In November/December of each year, the Dean designate shall review the instructional work for the current academic year and incorporate known additions and deletions, including temporary work for the next academic year.

6.1.2 Lottery to Break Seniority Tie – no change

6.1.3 Offering of available regular work

- (a) Work identified as available work in accordance with Article 6.1.1(c) shall be offered to faculty in the

Department/Discipline/Program in the following priority order, subject to scheduling requirements and faculty being qualified for the available work:

No change to remainder of 6.1.3

6.1.4 Douglas College Faculty Association Review of Education Plans

Move to the end of Article 6 as new Article 6.3

AGREED AMENDMENT

November 28, 2006

ARTICLE 6 - CREATION OF FACULTY POSITIONS

6.1.1 Creation of Regular Positions

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

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

6.1.3 Offering of available regular work

- (a) Work identified as available work in accordance with Article 6.1.1(c) shall be offered to faculty in the discipline/ program in the following priority order, subject to scheduling requirements and faculty being qualified for the available work:

- S part-time post-probationary regular faculty in order of FTE service up to a full workload.
 - S part-time probationary faculty in order of FTE service up to a full workload.
- (b) Part-time regular faculty will be initially offered additional available work by June 1. Faculty will have seven (7) calendar days to advise the College whether they accept the additional available work. Where a part-time faculty member rejects additional work for that academic year, when not on an approved leave, he/she shall not be subsequently offered available work unless he/she notifies the Administrator in writing of his/her willingness to accept additional work.

No change to remainder of article

**AGREED AMENDMENT
JANUARY 9, 2007
10:00 A.M.**

7.7.1 Selection Process for Administrator Selections

Selection Committee Functions

- (i) The Selection Committee will begin by defining the qualifications and criteria required for the position. The committee will determine appropriate evidence, definitions and measurements for such qualifications and criteria.
- (ii) The Selection Committee will establish in writing:
 - a. the minimum qualifications which must be met for a candidate to qualify for consideration; and
 - b. the threshold a candidate must meet to be advanced to a final interview; and
 - c. how the selection criteria will be used for rank ordering of candidates.
 - d. These may be revised by agreement of the Committee.
- (iii) Once the qualifications and criteria have been developed, the position will be posted. The method(s) of posting will be

determined by the administrator, in accordance with the College's Excluded Working Conditions document and posting/advertising procedures, and with the advice of the Selection Committee.

- (iv) The Selection Committee will review all applications and select candidates for an initial interview. Selections for interview will be done jointly according to agreed methods of evaluating, prioritizing and weighting qualifications and criteria.
- (v) Additional tasks, such as reference checks, will be done by standard, professional practices. Reference checks will normally be done by the administrator. A standard reference check report will be provided to the Committee. A professional recruitment agency may be used for some of these tasks.
- (vi) In rare and extenuating circumstances, where the Administrative and Faculty representatives cannot agree on the inclusion of a candidate for the interview process, the chair will determine whether or not to include the candidate. The chair will provide written reasons to the committee.
- (vii) For permanent vacancies, a two interview process will normally be used, followed by a public presentation to the appropriate College community. All interviews and presentations will follow a standard format.
- (viii) The Selection Committee will make a recommendation by consensus. Where consensus is not possible, a vote will be taken. A majority of the Selection Committee must agree for a recommendation to go forward. The recommendation will be presented with a written rationale to the appropriate administrator making the appointment.
- (ix) Where a tied vote occurs, in recognition of the recommending role of the Committee, the Committee will forward their respective positions, in writing, to the administrator. The administrator will review the submissions made by the Committee and make the final decision. The administrator will provide the final decision and reasons, in writing, to the Committee.
- (x) Where no candidate is deemed qualified for the position, the selection process will recommence.

- (xi) A candidate who is not deemed qualified shall not be appointed to the position.
- (xii) Where an internal candidate is not recommended, the Committee will state which qualifications and criteria were not met and provide rationale.
- (xiii) Internal candidates who lose an administrative position as a result of a new permanent vacancy, i.e., reorganization, are eligible to join the faculty as per local collective agreement Article 7.6.
- (xiv) Where the College believes a vacancy needs to be filled quickly, the administrator may request the Selection Committee to use a quicker process. It is understood this will only occur in very rare situations where an accelerated process is essential to College operations.

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

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

(b) Selection Committee Procedures

- (i) Members appointed to the Selection Committee must be able to attend a majority of the Committee's meeting and all interviews. If a proposed member is unable to fulfill this obligation, she/he will decline or resign the appointment and the College or the Association will appoint a new member to the Selection Committee.
- (ii) At the start of the selection process, the administrator will notify the Selection Committee of the date by which the Committee is expected to present its recommendation or report. If the Selection Committee, by majority recommendation, believes that it is not possible to complete its proceedings within the timelines established, it will so advise the administrator, providing rationale and a recommendation for a revised timeline. The administrator

shall meet with the committee prior to making a decision to revise the time lines and show how its concerns are addressed. (i.e., provide written reasons)

- (iii) Strict confidentiality must be observed at all times. In particular, personal information submitted by candidates is protected by the Freedom of Information and Protection of Privacy Act. Members of the Committee may report to their respective appointing parties on procedural issues only, for purposes of obtaining clarification or resolving disputes.
- (iv) Committee members must respect Human Rights Code standards in evaluating candidates. An orientation from Employee Relations on Human Rights issues related to hiring is recommended.
- (v) If an actual or reasonably apprehended conflict of interest exists, the administrator will require the appointee in question to step down from the Selection Committee. The appointing party will be asked to appoint a replacement. An issue of conflict of interest may be raised by any member of the Selection Committee or any applicant for the position. The administrator will determine whether a conflict of interest exists. Douglas College Policy A02.01.01 will be used to define conflict of interest for the purposes of selection.
- (vi) All records of the Committee will be forwarded to the office of the Associate Vice President, Employee Relations, who will determine the final disposition of the records in accordance with College Policy and legal requirements. Upon request, the DCFA will be provided access to minutes of Selection Committees established under this article, subject to Freedom of Information and Protection of Privacy legislation.

AGREED AMENDMENT
November 24, 2006

8.1 Discipline

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

Probationary regular faculty shall not be disciplined, suspended or discharged prior to the expiry of their probationary term, except as provided in Article 5.8.1.

- (b) Where a contract faculty member or probationary regular faculty member has received an unsuccessful evaluation as per Article 5.9, he/she shall be advised of when his/her next evaluation will be. Should a contract faculty member or probationary regular faculty member receive two (2) consecutive unsuccessful evaluations, he/she shall be terminated at the end of his/her contract/appointment. In all other cases a contract faculty member or probationary regular faculty member shall not be disciplined, suspended, or discharged without just cause except, in the case of probationary regular faculty, as provided in Article 5.8.1.
- (c) The disciplinary action and the reasons shall be confirmed in writing within five (5) working days of the disciplinary action, which shall be copied to the Association. The reasons shall normally set out the substance of the allegations against the faculty member.

8.2 General Provisions

- (a) Discipline may be of a progressive or summary character.
- (b) The Association and the faculty member will be informed of any disciplinary meeting – prior to the meeting taking place. Both the Association and the faculty member will also be informed of the nature of the discipline. This will include the reasons for the disciplinary action; any action(s) to be considered; and whether the discipline is progressive or summary.
- (c) An Association representative must be at any disciplinary meeting

**AGREED AMENDMENT
JANUARY 11, 2007
2:30 P.M.**

ARTICLE 9 - RESIGNATION, RETIREMENT, LAYOFF AND RECALL

9.1 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.

9.2 Retirement Policy

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

Renumber remainder of Article 9

**AGREED AMENDMENT
JANUARY 9, 2007
10:00 A.M.**

ARTICLE 10 – WORKING CONDITIONS

10.2.1 Workday

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

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

- (d) (i) No faculty member shall be required to work on Saturday,
except as established by past practice. In the event that regular and contract faculty within the pool decline Saturday work, the College will employ other

contract faculty members, as selected through Article 5.3.4 who agree to Saturday employment.

- (ii) No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
- (iii) Notwithstanding 10.2.1(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 10.2.1(d)(i) and 10.2.1(d)(ii). If a contract faculty member should lose work through withholding consent under Article 10.2.1(d)(i) and 10.2.1(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.

10.2.3 Placement of Departments/Disciplines/Programs

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

10.2.4 Counsellors, Librarians & Community Programmers

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the Administrator responsible. Where Counsellors and Librarians and Community Programmers are involved in instructional modes listed in Article 10.2(a), their workload shall be prorated.

10.2.5 Student Interview Hours

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

10.2.6 Music Instruction

- (a) Rehearsal Instruction

Music rehearsals are provided in a structured pre-determined environment by an instructor who specializes in

specific ensembles. The instructor prepares a large group of students for public performances. The content changes each semester. The instructor is also responsible for recruiting, auditioning, organizing and directing performances in the College and community.

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

(b) Private Lesson Instruction

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

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

10.3 Overloads

In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time faculty member on an overload basis (e.g. reduced workload in subsequent semester, or, if not possible, paid for the extra course on an equivalent contract basis).

10.4 Assignment

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

10.4.1 Assignment of Other Duties

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

Procedure:

1. The College may assign program/curriculum development or special projects to faculty and, in such cases, will provide adequate time to accomplish the agreed upon tasks.

2. The Association will be provided with details of all such time releases, including the faculty member involved, the amount of time provided, and the duties to be undertaken. A copy of such details will also be provided to Employee Relations.
3. In the case of projects that are of a duration of one semester or more, the following process will be used for assigning the work in question:
 - (a) Where a faculty member has developed the program development proposal, and where the faculty member is qualified for the work in question, the work will be offered to the faculty member without posting.
 - (b) Where the proposal has been developed by more than one faculty member, the faculty members, in consultation with the Dean, will determine which qualified faculty member(s) will be offered the work without posting.
 - (c) Where a proposal has been developed by faculty, or by the College, and where no faculty in the discipline or program group are qualified for the work, notice will be given to all faculty in accordance with Article 10.4.1 of the Collective Agreement, and applications from faculty invited.
4. Selection and appointment for program development projects, as identified in number 3 above, shall be in accordance with the principles of Article 5 of the Collective Agreement.
5. In the case of program development projects that do not fall within the parameters provided in number 3 above, the Administrator may make an appointment after receiving the advice of the appropriate department, discipline or program group. See Article 5.1.1.

10.5 Travel

- (a) The College being a multi-campus institution, all faculty are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the College campuses or other locations where classes are scheduled:

- (i) Teaching at two (2) locations on any one day may be required.
 - (ii) A faculty member shall not be assigned to teach at more than two (2) locations in any semester without his/her consent.
- (b) For authorized travel among College campuses, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:
 - the first campus reported to each day will, for the purpose of this article, be the "home" campus for that day and inter-campus mileage will accumulate from that location.
 - there will be no mileage claim allowed for travel from the last campus to home.
- (c) For authorized travel to other assigned (non-campus) work sites, mileage will be paid at the rate established by the College Expense Guidelines on the following basis:
 - a "home" campus will be established for each faculty member based on the primary location of the instructional responsibilities of their program or on the campus location where the faculty member has the majority of instructional duties.
 - where authorized travel from home to an assigned (non-campus) work site is greater than travel from home to the "home" campus, the additional mileage traveled will be compensated both ways.
- (d) Faculty members who are required by the College to travel in excess of six (6) days in any calendar month for which they are entitled to receive compensation as per 10.5 (a) shall be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee. It is the employee's responsibility to purchase Class 007 vehicle insurance when necessary.

10.6 General Provisions - 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.

10.6.1 Temporary Workload Reduction

A temporary workload reduction of one-half time or less may be requested by a regular post-probationary full-time faculty member. Faculty requesting a temporary workload reduction may do so by applying for a partial leave of absence in accordance with Article 14.7 - General Leave, Unpaid. A temporary workload reduction is for a period of time not to exceed two (2) years.

10.6.2 Permanent Workload Reduction

- (a) A regular post-probationary full-time faculty member may apply for a permanent workload reduction of one-half time or less.
- (b) All workload reduction applications shall clearly state the faculty member's responsibilities. These shall not be changed without the approval of the department/discipline/program Selection Committee. Faculty members who engage in a workload reduction are expected to carry out their full share of regular faculty responsibilities on a prorated basis.
- (c) Applications for workload reduction shall be made to the Dean/Director for review and consultation with the appropriate Selection Committee.
- (d) Applications shall be reviewed to ensure that the application satisfies program and educational requirements, that there are suitably qualified replacements, and the commitment made by the participating faculty members to fulfill non-instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the

Dean/Director. Should the Dean/Director not wish to follow the Selection Committee's recommendations regarding the requirements stated above, and/or as a result of Divisional or College-wide impact of making the decision, the Dean/Director will meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.

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

10.7 Office Space

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

10.8 Parking

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

10.9 College-Wide Professional Development Program

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

- (b) Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.
- (c) A joint advisory committee consisting of one regular faculty member from each Department's Professional Development Committee and two administrators will make recommendations for the operation, financing and management of the Professional Development Program. In any event the College will allocate a minimum of \$3000 for the financing of the Professional Development Program.

10.9.1 Faculty/Department Professional Development Process

- (a) Each Faculty/Department/Discipline/Program shall have a Professional Development Committee consisting of the department Dean/Director, and elected members.
- (b) The elected members shall be at least three (3) in number and shall be elected at a Faculty/Department/Discipline/Program meeting to be held in May each year.
- (c) One of the elected members shall serve as Professional Development Chairperson.
- (d) One of the elected members shall serve as the Faculty/Department/Discipline/Program's representative to the Educational Leave Committee; this elected member shall serve for two (2) academic years.
- (e) The Faculty/Department/Discipline/Program committees have the responsibility of promoting, within the department/discipline; activities to enhance the academic, technical, and educational standards of the department/discipline. The College shall provide the appropriate department/discipline Professional Development Committee with copies of any reports on professional development activities funded under Article 10.9(c).

- (f) In addition, the Committee has the responsibility of drawing up guidelines for the disbursement of department professional development funds and receiving from the faculty, applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the appropriate Administrator. Disbursements shall be over the Administrator's signature, which will not be unreasonably withheld. If the Administrator does not sign the request, then the Chair of the Professional Development Committee shall be informed immediately and a reason shall be supplied. The Administrator may not expend the funds allocated in 10.9.1 (g) that have not been recommended by the Professional Development Committee.
- (g) A budget of \$500 for each full-time equivalent (FTE) faculty member, inclusive of Regular faculty, as of October 31st prior, and of Contract faculty, once each semester, shall be allocated to each Faculty/Department Professional Development Committee for the fiscal year. At the end of the fiscal year, all unspent monies shall be carried forward to the following fiscal year on a Faculty/Department basis.
- (h) Faculty have the right to individually accumulate professional development monies. All pooling of professional development monies, therefore, will be voluntary.
- (i) Once a month the College shall provide the departmental Professional Development Committee with a listing of the departmental professional development funds committed and expended.

AGREED AMENDMENT

JANUARY 11, 2007

11:00 A.M.

ARTICLE 11 – PROTECTION OF EMPLOYEES

11.7 Health and Safety

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

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

11.7.1 Faculty Representatives 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. Joint Health and Safety Committee minutes will be posted to the College web site.

**AGREED AMENDMENT
JANUARY 9, 2007
4:00 P.M.**

C. COMPENSATION

ARTICLE 13 - SALARIES AND SECONDARY SCALES

13.1.7 Overloads

Note: Additional provisions regarding Overloads are contained in the Common (provincial) Agreement dated April 1, 2004 to March 31, 2007. Such Overload provision is contained in Article 12.5 of the Common Agreement. Cross Reference LOU #13 on Overloads

1. In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time faculty member on an overload basis (e.g. reduced workload in subsequent semester, or, if not possible, paid for the extra course on an equivalent contract basis).
2. An overload is defined as bargaining unit 'instructional' work as defined in the Local collective agreement, which is assigned to a regular faculty member, and which results in a work load in excess of 100% (eight sections/courses) of a regular workload.
3. Compensation for overload work will be calculated at the rate of 1/8 (one section/course) of a regular workload, at regular faculty rates, and pro-rated where the course is greater than or less than three (3) credits.
4. In accordance with Article 12.6 of the common Agreement, a faculty member may elect compensation for overload work by taking a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

5. At the time of the overload is assigned, the faculty member must elect compensation or a reduction of workload in a subsequent year. The decision of the faculty member on this issue will be final.

AGREED AMENDMENT
NOVEMBER 28, 2006
3:40 P.M.

DCFA Housekeeping and Proposal re Article 13 Salary and Secondary Scales

Specific Language Proposal:

That Article 13's new title be "**Salaries, Secondary Scales (Contract Faculty), and Other Compensation**"

That Article 13.1 be **Salaries**

That Article 13.1.4 be titled 'Required **Statutory** Deductions'

That Article 13.2 be **Secondary Scales** with the Contract Faculty Scale

That Article 13.3 be **Other Compensation** and

13.3.1 be Guided Study Course Contracts and

13.3.2 be Prior Learning Assessment Rates

AGREED AMENDMENT
JANUARY 18, 2007
2:00 P.M.

14.3 Educational Leave

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.

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2007 to March 31, 20XX as well as in the local Collective Agreement. Such Leave provisions are contained in Article 7 of the Common Agreement and Article 14 of the local Collective Agreement.

14.3.1 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 her/him to pursue educational or personal development recognized as beneficial to the College.

14.3.2 Purposes

Educational Leave may be used for such projects as:

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

14.3.3 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 (5) years of full-time equivalent service a faculty member may receive one (1) year's leave.

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

Faculty members who have been previously employed by the College shall have this experience counted towards the minimum service requirement on a full-time equivalent basis. However, regardless of the number of years of service accumulated, no regular faculty member claiming contract or regular experience for

minimum service requirements shall be eligible to take Educational Leave until he/she has completed two (2) years of regular service.

(e) Wait Period for Successful Applicants

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

14.3.4 Application Procedure

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

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

14.3.5 Late Applications

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

14.3.5 Education Leave Committee

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

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

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

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

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

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

14.3.6 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 14.3.1 and 14.3.2). Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

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

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

14.3.7 Decision of the President

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

14.3.8 Taking Education Leave

(a) Compensation during Education Leave

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

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

- (i)** Members of the faculty on Educational Leave will receive any salary adjustments for which they would normally be eligible.
- (ii)** The College will continue its full contributions to the benefits plans outlined in Article 15 for faculty members on Educational Leave.
- (iii)** Time spent on Educational Leave shall count as full-time equivalent (FTE) service for the purposes of Article 9.2.

(c) Date Variations in Taking Education Leave.

Variations in the dates of taking Education Leave are possible.

14.3.9 Returning From Educational Leave

(a) College Contact and Date of Return

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

(b) Requirements upon Return from Educational Leave

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

(c) Educational Leave Debt / Cancellation

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

(d) Rights upon Return from Educational Leave

Upon returning from Educational Leave, the faculty member is assured of resuming his/her previous position and duties or an equivalent position and duties, subject to the provisions of Article 9.2.

14.3.10 Funding Education Leave

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

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

14.3.11 Annual Fiscal and 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.

**AGREED AMENDMENT
JANUARY 17, 2007
1:00 P.M.**

14.7.1 Leave of Absence Without Pay - Contract Faculty

Note: Additional provisions regarding Leaves are contained in the Common (provincial) Agreement dated April 1, 2004 to March 31, 2007. Such Leave provisions are contained in Article 7 of the Common Agreement.

Contract instructors who are unable to fulfill the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s), except as provided in Article 15.6.

15.6

Sick Leave

Note: Additional provisions regarding Disability Benefits are contained in the Common (provincial) Agreement dated April 1, 2004 to March 31, 2007. Such Disability Benefit provision is contained in Article 9.3 of the Common Agreement.

A. Regular Faculty

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

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

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

B. Contract Faculty

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

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

AGREED AMENDMENT
November 24, 2006

15.7 Long Term Disability

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

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

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

No change to remainder of article.

AGREED AMENDMENT
JANUARY 18, 2007
2:00 P.M.

15.8 Pensions

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

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

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

15.9 Contract Faculty Benefits

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

**AGREED AMENDMENT
MARCH 1, 2007 1:30 P.M.**

**Memorandum of Agreement re Stipend Division for the 2007 – 2010
Collective Agreement**

Between Douglas College and the Douglas College Faculty Association

The parties agree the stipend may be divided into two parts in the 2007 – 2010 collective agreement, one part stipend, one part educational leave, if a majority of DCFA members vote to do so when the tentative agreement is voted upon.

If a majority of DCFA members vote no, the stipend will continue unchanged. The Stipend Appendix will remain as is.

If a majority of DCFA members vote yes, 25% of the stipend will be used to fund Educational Leaves under Article 14.3 of the local collective agreement. The remaining 75% of the stipend will continue to be applied as agreed in the 2004 – 2007 local collective agreement. The Stipend Appendix will be amended to reflect this decision.

**AGREED AMENDMENT
MARCH 1, 2007 1:30 P.M.**

Proposal for the Appendix A: Stipend

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

5. See Article 13 for the Douglas College Salary Grid, which consists of the Common Salary Grid plus the local Stipend.

**AGREED AMENDMENT
FEBRUARY 22, 2007**

**Letter of Understanding # 1
CO-OPERATIVE EDUCATION**

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

It is understood that the triggering of point 5 will void any compensation under point 4 above.

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

**AGREED AMENDMENT
JANUARY 9, 2007
4:00 P.M.**

Letter of Understanding # 4

FTE LIST

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

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

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

**AGREED AMENDMENT
February 21, 2007**

Letter of Understanding # 5

SELECTION PROCESS FOR FACULTY INVOLVED IN CTM CONTRACTS

DELETE

**AGREED AMENDMENT
November 24, 2006**

Letter of Understanding #10

FACULTY SECONDED TO EXCLUDED POSITIONS

~~December 9, 2004~~

No change to text

**AGREED AMENDMENT
JANUARY 11, 2007
2:30 P.M.**

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

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

A. Self-Funded Activity

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

Training Group Programmers and Centre for Sports, Recreation and Wellness Programmers.

The Committee will deal with operational issues related to self-funded activities including marketing, coordination of activity, determination of jurisdiction, application of the costing model. The committee may provide advice on deficits to the Vice President Finance and Administration.

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

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

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

Community Programmers will:

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

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

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

C. The Training Group (formerly Centre 2000)

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

- (i)** The existing Program Manager positions within The Training Group will be converted from contractor status to regular faculty positions within the DCFA bargaining unit and will continue to be known as Community and Contract Services Programmers;
- (ii)** Individuals currently performing Program Manager positions will be converted from contractor status to regular faculty status. Once converted, such individuals will begin to accrue FTE service in accordance with the Collective Agreement. Such individuals will not accrue FTE service for time worked prior to conversion;
- (iii)** Individuals converted to regular faculty status under this section will be subject to a one (1) year probationary period;
- (iv)** Other working conditions will be in accordance with the Collective Agreement.

In particular, contact hours shall be thirty-five (35) per week as provided in Article 10.2. Vacation and Professional Development time will be in accordance with Article 14.2 and Article 10.9 respectively and will be scheduled in consultation with the responsible Administrator to ensure contract management obligations are met.

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

**AGREED AMENDMENT
FEBRUARY 22, 2007**

**LETTER OF UNDERSTANDING
DEAN POSITIONS (TERM ONLY)**

On a without prejudice basis with respect to the College's interpretation of the Collective Agreement and with respect to the outcome of the Associate Dean Grievance Arbitration

Amend section E 1.3 as follows

- 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.

**AGREED AMENDMENT
MARCH 1, 2007 3:00 P.M.**

Amend #3 of new LOU#17 – Common PD Fund as follows:

3. Any educational leaves granted under this provision will be in accordance with the conditions outlined in Article 14.3, with the exception that such leaves under this provision will be paid at 100%.

**AGREED AMENDMENT - REVISED
JANUARY 18, 2007
2:00 P.M.**

LETTER OF UNDERSTANDING #17
COMMON FACULTY PROFESSIONAL DEVELOPMENT COMMITTEE

Pursuant to Letter of Understanding #6 of the Common Agreement effective April 1, 2004 to March 31, 2007 establishing a Common Faculty Professional Development Fund, the parties agree to the following:

1. The Common Faculty Professional Development Fund supports various types of professional development activities for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose of the fund is to assist faculty to remain current and active in their discipline and program.
2. The Common Faculty Professional Development Fund may be used for various professional development activities including, but not limited to, pursuing a credential, research, educational leave, scholarly activity, etc.
3. Any educational leaves granted under this provision will be for one semester only.
4. The Common Faculty Professional Development Fund process will include the establishment of a joint committee of one elected faculty member from each Faculty, drawn from the College Wide Professional Development Committee, and three (3) Management representatives, one of which will be the VP Education as ex officio. The Chair is to be elected from the voting members of the committee. The joint committee will review

applications and make recommendations for approval to the College's applicable senior administrator(s).

5. This Committee will operate on the basis of mutually agreed process and criteria which the parties will review annually, and amend as necessary, during the term of this Agreement. Such process and criteria will be documented and made available to Deans, Directors, Associate Deans, Chairs, Coordinators, faculty, Employee Relations and the DCFA.
6. The Vice President, Education is responsible for the final approval of applications.

AGREED AMENDMENT

January 8, 2007

3:00 p.m.

LETTER OF UNDERSTANDING #18
LIST OF ARBITRATORS

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

Judith Korbin
Don Munroe
Joan Gordon

AGREED AMENDMENT

FEBRUARY 22, 2007

LOU #21

Post Probationary Faculty Developmental Evaluation

1. Purpose:

The purpose of this Letter of Understanding is to establish a faculty peer review framework and process for ongoing, developmental evaluation for post-probationary faculty as provided in Article 5.8.3 of the local Collective Agreement. This Letter of Understanding must be used in concert with the attached, 'Framework' document, tabled at LMRC on April 29, 2002 and agreed between the parties to this Letter of Understanding on June 3, 2002.

2. Scope:

This Letter of Understanding applies to Douglas College faculty who have completed their probationary period as provided in Article 5.7.1 of the local Collective Agreement.

3. Preamble

As provided in Article 5.8.3 (Developmental Evaluation) of the local Collective Agreement, the DCFA and College Management established a Joint Faculty Developmental Evaluation Steering Committee through Labour Management Relations Committee to develop a process for developmental evaluation of post probationary faculty. The parties agreed this process would be completed by April 30, 2002. The Joint Faculty Developmental Evaluation Steering Committee completed its work and the resulting 'Framework' is attached to this Letter of Understanding as Appendix 'A'. The parties have reached agreement on this 'Framework'.

Further, as provided in Article 5.8.3 of the local Collective Agreement, the parties agreed that the primary goals of developmental evaluation are to promote reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans. For these reasons, the parties agree that faculty will be encouraged to engage in the evaluation process outlined in this Letter of Understanding. This process and/or the results of this process will not be used for the purposes of denying requests for professional development or educational leave.

4. Desired Goals for Post-Probationary Developmental Evaluation

- Facilitate individual professional growth through reflective practice.
- Support department/discipline development based on the department/discipline's objectives and plans
- Promote dialogue with peers – based on professional practice, pedagogical issues identified by department/discipline, scholarly research
- Provides stimulus to continuous improvement in professional performance
- Provide information that assists individual faculty with development of professional development plans
- Facilitate personal/professional recognition by peers for professional practices
- Enhance teaching/professional practices and student learning
- Encourage student growth through their involvement in providing constructive, focused feedback on classroom teaching/learning practices

5. Steps to Developmental Evaluation Process

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

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

6. Outcome

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

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

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

7. Frequency

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

Role of Professional Development Committee

Article 10.7.1 (e) of the local Collective Agreement provides that the Departmental/Discipline Committees have 'the responsibility of promoting, within the department/discipline, activities to enhance the academic, technical, and educational standards of the department/discipline'. These department/discipline Professional Development Committees will play the following role in facilitating evaluations and department based professional development initiatives that may emerge from evaluation outcomes:

- Receive the one page summary report of the developmental evaluation prepared by the individual faculty member;

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

In small departments/disciplines, the department/discipline as a whole may act as the PD Committee.

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

No change to remainder

**AGREED AMENDMENT
FEBRUARY 22, 2007**

Reorganization of Letters of Understanding

The parties agree to reorganize and renumber the Letters of Understanding as follows:

NUMBER	TOPIC	FORMERLY
1	Retirement Incentives	2
2	FTE List	4
3	Harassment	6
4	Handling Student Complaints	11
5	International Projects	7
6	Distributed Learning	8
7	Copyright Clearance	9
8	Dean Positions (Term Only)	15
9	Faculty Secondment (Excluded Positions)	10
10	Integrated Curriculum – Work Allocation	12
11	Self Funded Activity	3 and 14
12	Funding for Salary Option #1	16
13	Education Leaves for 2005 – 2006	19
14	Common PD Fund Process	17
15	List of Arbitrators	18
16	Faculty Handbook	20
17	Post Probationary Faculty Evaluation	21
18	Unit Mergers	NEW

19	Stipend/Educational Leaves	NEW
----	----------------------------	-----

**AGREED PROPOSAL
NOVEMBER 28, 2006
3:40 P.M.**

The DCFA proposes the following Letters of Understanding, where there are no proposals by either party, be renewed without revision – November 28, 2006:

- LOU # 2 Retirement Incentives
- LOU # 6 Harassment Advisors
- LOU # 7 Faculty Working in Joint International (Credit) Projects
- LOU # 8 Distributed Learning
- LOU # 9 Obtaining Copyright Clearance
- LOU # 10 Faculty Seconded to Excluded Positions
- LOU # 11 Guidelines for Handling Student Concerns and Complaints
- LOU # 12 Integrated Curriculum Program
- LOU # 16 Funding for Salary Option # 1
- LOU # 19 Education Leaves 2005-06 Academic Year

**AGREED AMENDMENT
November 28, 2006**

The DCFA proposes to attach the following Letter of Understanding to the Collective Agreement – November 28, 2006:

Unit Mergers

**AGREED AMENDMENT
MARCH 1, 2007 1:30 P.M.**

Douglas College will, through the office of the VP, Education, introduce an Academic Freedom Educational Policy to Education council during the term of this collective agreement.

This commitment will not form part of this collective agreement.

AGREED AMENDMENT
MARCH 1, 2007 1:30 P.M.

The Labour Management Relations Committee will establish a subcommittee in 2007/2008 to examine how Chairs and Coordinators can be better supported and trained. It is understood and agreed that such examination and discussion will not result in increased compensation costs.

This commitment will be referred to the LMRC for the appointment of a subcommittee and will not form part of this collective agreement.

AGREED AMENDMENT
MARCH 1, 2007 3:00 P.M.

PROFESSIONAL ACTIVITY FUND

1. For the fiscal year April 1, 2007 to March 31, 2008 the College will provide a total of three, one semester educational leaves, subject to the conditions contained in Article 14.3. Any educational leaves granted under this provision will be for one semester only and at 100% of salary.
2. In approving these leaves the College will be advised by the Common Faculty PD Committee.
3. Approval of such leaves will be at management discretion.
4. This provision will be in effect for the period April 1, 2007 to March 31, 2008, will not be attached to the Collective Agreement and will not commit the College to providing any such leaves in the future except as provided in the Collective Agreement.

This counter proposal is made on the basis that:

1. The College will adjust the costing of the Educational Leave debt of 2005/2006 to exclude benefits costs.
2. The DCFA withdraws the Matrix Policy Grievance, on a without prejudice or precedent basis.
3. The DCFA to withdraw the proposal on additional local PD monies.

The commitments contained in 1 and 2 above will not form part of this collective agreement.

**AGREED AMENDMENT
JANUARY 9, 2007
1:00 P.M.**

REORGANIZATION OF COLLECTIVE AGREEMENT – DECEMBER 1, 2006

A. ADMINISTRATION OF THE AGREEMENT

- 1. Preliminary**
- 2. Union Security**
- 3. Management Rights**
- 4. Grievance Procedure and Arbitration**

B. OPERATIONS

- 5. Hiring and Evaluation**
- 6. Regularization: Establishment and Allocation of Work**
- 7. Seniority**
- 8. Working Conditions**
- 9. Protection of Employees**
- 10. Administration and Governance**
- 11. Discipline, Suspension and Discharge**
- 12. Resignation, Retirement, Layoff and Recall**
- 13. General**

C. COMPENSATION

- 14. Salaries and Secondary Scales**
- 15. Health and Welfare Benefits**
- 16. Leave: Paid and Unpaid**