

March 20, 2020

4:18pm

MEMORANDUM OF AGREEMENT

between

DOUGLAS COLLEGE

(hereinafter called "the Employer")

and the

DOUGLAS COLLEGE FACULTY ASSOCIATION (DCFA)

(LOCAL 4)

(hereinafter called "the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF DOUGLAS COLLEGE, ACTING ON BEHALF OF DOUGLAS COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE DOUGLAS COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE DCFA - LOCAL 4 (hereinafter called "the Union") AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014 – 2019 Local Collective Agreement continue except as specifically varied below.

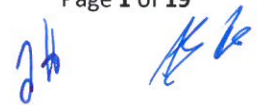
All of the terms and conditions of the 2014 – 2019 Common Collective Agreement, unless otherwise specified.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from APRIL 1, 2019 to MARCH 31, 2022, both dates inclusive.

3. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.



4. Appendix "A" – Offer of Settlement

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. Appendix "B" – Housekeeping Signoffs

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

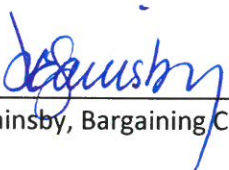
6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed in this 20th of March, 2020.

On behalf of Douglas College,

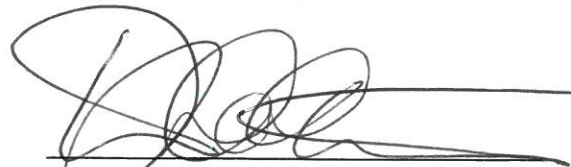

Meg Stainsby, Bargaining Chair


Linda Chow, Labour Relations Advisor

Twyla Hurley, Chief Spokesperson

On behalf of the DCFA, Local 4,


Glen Stanger, VP Negotiations


David Moulton, DCFA Steward, Commerce & Business Administration


Sean Hillman, Chief Spokesperson



Appendix "A"

1. Offer of Settlement

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Offer of Settlement

Between

DOUGLAS COLLEGE

(hereinafter called "the Employer")

And the

DOUGLAS COLLEGE FACULTY ASSOCIATION (DCFA)

(LOCAL 4)

(hereinafter called "the Union")

DATE: March 20, 2020

TIME:

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by Douglas College to the DCFA Local 4 for the renewal of the 2014 – 2019 Collective Agreement.

"The Offer" is presented in a package format. Any issue not included in "the Offer" from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where "the Offer" is not accepted as a whole, "the Offer" is withdrawn completely. Any issues left out of "the Offer" return to active bargaining status if "the Offer" is rejected. Any issues previously tentatively agreed to or withdrawn will retain that same status if "the Offer" is rejected.

All Employer proposals are made subject to errors and omissions. "The Offer" is advanced on a without prejudice basis to conclude the renewal of the Collective Agreement.

Handwritten signatures in blue ink, likely representing the Employer and the Union, located at the bottom right of the page.

1. **Article 1 – PRELIMINARY**

Term of Agreement — Continuation Clause

The duration of this Agreement shall be from April 1, ~~2014~~ **2019** to March 31, ~~2019~~ **2022**. 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 ~~59~~ **50** (2) of the Labour Relations Code of British Columbia is specifically excluded.

2. **1.03.s. Right of First Refusal**

Amend:

Contract faculty members who have successfully taught for a minimum of ~~0.75~~ **1.0** FTE have the right to be offered courses that become available as contract work for which the contract instructor is qualified.

AND

5.05 Hiring Procedure

Amend:

b. i.

- (1) Persons on a contract faculty inventory list who have successfully taught for a minimum of ~~0.75~~ **1.0** FTE Service within a DDP have earned the right of first refusal for courses for which they are qualified as provided in Article 1.03.~~k~~ **m**.
- (2) Persons who have earned the right of first refusal shall be offered, in order of DDP 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 5.08.a ~~Probation/ Evaluation~~ **Contract Faculty Evaluation** has been completed and the Responsible Administrator has recommended that no other contract be offered to the instructor.
 - (b) If the contract faculty member with the most DDP FTE Service refuses an available contract or contracts, the contract or contract(s) shall then be offered to the faculty member with the next most DDP FTE Service in the DDP. This process shall continue in decreasing order of DDP FTE Service (most to least), until no other contract faculty members with a minimum ~~0.75~~

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1.0 FTE Service in the DDP are available.

- (c) If a contract faculty member cannot be found for an available course or courses, after following this process, the available contract or contracts may be offered to instructors with less than ~~0.75~~ 1.0 of FTE Service in the DDP or by using the selection procedure identified in Article 5.05.b.ii.

3. **9.02 Faculty Professional Development Committees and Funds**

- a. Each Faculty shall have a Professional Development (PD) Committee consisting of the Responsible Administrator and elected regular faculty members.

b., c., d. [*unchanged*]

- e. In addition, the Faculty PD Committee has the responsibility of drawing up guidelines for the recording and disbursement of Faculty ~~professional development~~ PD funds, whether in the form of individual accounts, ~~or~~ general pools or supplemental funds, and of receiving from ~~the~~ faculty members, applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the Responsible Administrator. Disbursements shall be over the Responsible Administrator's signature, which will not be unreasonably withheld. If the Responsible Administrator does not sign the request, then the Chair of the ~~Professional Development~~ PD Committee shall be informed immediately and a reason shall be supplied. The Responsible Administrator may not expend the funds allocated in 9.02.f ~~or 9.02.g~~ that have not been recommended by the ~~Professional Development~~ PD Committee. ~~Each Committee's guidelines shall include a mechanism for reallocating any non-pooled professional development funds that are attached to former members of that Faculty who are no longer employed by the College. A list of such former members shall be provided annually to each Committee.~~

f. PD Funds Allocated on a Faculty FTE Basis

- i. A budget of ~~five six~~ hundred dollars (~~\$5600~~) 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 ~~Professional Development~~ PD 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 basis.

Effective October 31, 201520, this amount will increase to ~~five~~ seven hundred ~~seventy five~~ dollars (~~\$550775~~) for each full-time equivalent (FTE) faculty member.

~~Effective October 31, 2016, this amount will increase to six hundred dollars (\$600) for each full-time equivalent (FTE) faculty member.~~

- g-ii. Faculty have the right to individually accumulate ~~professional development~~ PD monies. All pooling of ~~professional development~~ PD monies, therefore, will be voluntary.

- iii. Each Faculty PD Committee's guidelines shall include a mechanism for reallocating any non-pooled **individual** professional development PD funds that are attached to former members of that Faculty who are no longer employed by the College. A list of such former members shall be provided annually to each Committee.

g. Supplemental PD Funds

- i. Effective 1st September 2020, the College shall establish an ongoing Supplemental PD Fund to provide additional funding for eligible PD projects/activities that lead to direct and tangible benefits to students.
- ii. All regular faculty members shall be eligible to apply once per academic year for supplemental PD funding, provided that, at a minimum, the first four hundred dollars (\$400) toward the eligible project/activity is funded through PD funds available under Article 9.02.f., whether those funds are held in individual or in pooled accounts. The Supplemental Funds awarded per application shall not exceed three thousand dollars (\$3,000).
- iii. The Supplemental PD Fund shall consist of the following amounts:

(1) Year 1 – 1 st September 2019:	<u>\$110,000</u>
(2) Year 2 – 1 st September 2020:	<u>\$240,000</u>
(3) Year 3* – 1 st September 2021:	<u>\$400,000</u>

*The Supplemental Fund is expected to be maintained at the Year 3 level of funding thereafter.

- iv. The College shall distribute the total funding available each year among the Faculties in direct proportion to each Faculty's regular faculty FTE generation, based on the previous year's workload reconciliation.
- v. The Responsible Administrator shall advise all regular faculty members in the Faculty of the total funds available for the academic year on or before 15th September of each year.
- vi. The Faculty PD Committee shall accept applications for Supplemental PD Funds as of 1st October each academic year. Funds awarded must be spent prior to the end of the same academic year (i.e., by the following 31st August).
- vii. Applications must demonstrate tangible benefits to students. Applications that meet this requirement shall be considered on a first-come, first-served basis while funds last. The Faculty PD Committee shall not rank or otherwise compare applications but shall distribute available funds to eligible projects/activities until the Fund is depleted each year.
- viii. It is understood that any technology or non-consumable materials or supplies acquired or created as a result of the use of this Fund remain the exclusive property

of the College.

ix. Funds allocated in any given year may not exceed funds available. Any unspent funds shall be carried over for one year only.

- h. Once annually, the College shall provide each ~~Faculty Professional Development~~ **PD** Committee with a listing of the Faculty ~~professional development~~ **PD** funds committed and expended, **and the amount available for allocation through the Supplemental PD Fund.**

4. 9.03 Education Leave

a. Purposes

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

Education Leave may be used for any one of the following:

[First five bullet points unchanged]

- pursuing scholarly research, **writing, creative projects** or other activities calculated to be of mutual benefit to the College community and the faculty member.

b. *[Unchanged]*

c. Application Procedure

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

d. Late Applications

Applications submitted after ~~October 15~~ **the third Monday of October** will be considered on an individual basis only, after those submitted on time have been considered and dealt with by both the Education Leave Committee and the Vice President Academic and Provost.

e. *[Unchanged]*

f. Recommendations of the Committee

The Education Leave Committee will consider all applications submitted by the ~~October 15~~ **the third Monday of October**. The Committee will interview all applicants whose submissions meet the Education Leave criteria (as per articles 9.03.a and 9.03.b). Where applications are of equal merit, faculty members who

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have not previously had leave will be given preference.

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

Unsuccessful candidates will be provided the opportunity to meet with the ~~Chair of the Education Leave Committee~~ Vice President Academic and Provost to receive feedback on their applications.

- g. Decisions of the Vice President Academic and Provost

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

- h. *[Unchanged]*

- i. *[Unchanged]*

- j. The College's contributions towards Education Leave are funded by Article 16, Common Faculty Professional Development Fund, in the 2014 – 2019 Common Agreement.

- k. *[Unchanged]*

5. 11.08 Dean/Associate Dean Positions

e. Terms and Conditions

- i. Appointments for the Dean/Associate 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 appointment may be offered. ~~A person who has served two (2) terms as a Dean/Associate Dean will not be eligible for further appointment as a Dean/Associate Dean.~~
- ii. **For Deans/Associate Deans appointed after the ratification of this agreement**, a Dean/Associate Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, may return or be appointed to a regular faculty position, **prior to, or at the conclusion of, the end of their first five (5) year term**, subject to FTE service as per Article 11.06 and Qualified to Teach/Program provisions. A Dean/Associate Dean who is removed from his/her administrative position for Cause shall be dismissed from the College and shall have no right to return or transfer to the bargaining unit.

While not to be included in the collective agreement, the parties intend that incumbents in their second term would have the right to go back to faculty positions and will be exempt from the amendment of article 11.08.e.ii.

6. 11.09 Faculty Seconded to Excluded Positions

Delete.

7. Article 15 C. Compensation

Effective the first day of the first full pay period after April 1, 2019, all annual rates of pay which were in effect on March 31, 2019 shall be increased by 2%.

Effective the first day of the first full pay period after April 1, 2020, all annual rates of pay which were in effect on March 31, 2020 shall be increased by 2%.

Effective the first day of the first full pay period after April 1, 2021, all annual rates of pay which were in effect on March 31, 2021 shall be increased by 2%.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

Faculty Administrative Stipends

Stipends currently in place for faculty administrative positions that are occupied by employees covered by this Agreement shall be increased as follows:

Effective the first day of the first full pay period after April 1, 2019, all faculty administrative stipends which were in effect on March 31, 2019 shall be increased by 2%.

Effective the first day of the first full pay period after April 1, 2020, all faculty administrative stipends which were in effect on March 31, 2019 shall be increased by 2%.

Effective the first day of the first full pay period after April 1, 2021, all faculty administrative stipends which were in effect on March 31, 2020 shall be increased by 2%.

The new rates shall be rounded to the nearest whole cent or dollar as applicable. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

While not to be included in the collective agreement, it is understood that tables in the Local Agreement will be updated to reflect these changes to Annual Salary and Faculty Administrative Stipends. Common Agreement 2014 – 2019 will no longer apply.

8. 15.07 Increment Date for Regular Part-time Faculty Members

~~By October 15 each year~~ Upon request, Human Resources will notify each regular part-time faculty of their next expected increment date.

9. 15.08 Overloads

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Note: Additional provisions regarding Overloads are contained in Article 12.5 of the Common Agreement.

- a. In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time regular faculty member on an overload basis (e.g., provide reduced workload in a subsequent semester, or, if this is not possible, pay for the extra course at contract faculty rates). When a Responsible Administrator offers a full-time regular faculty member an overload after the start of the semester, to replace another instructor on an emergency basis in a course that the first instructor began but is unable to continue with, the faculty member accepting the overload will be paid a pro-rated amount at regular salary rates for the portion of the course taught, or, at the discretion of the Responsible Administrator, may be provided the option of taking a reduced workload in a subsequent semester equivalent to the faculty member's having taught the entire overload course. The option of banking a full section will be limited to circumstances in which the replacement occurs within the first four (4) weeks of a course.

10. 15.10.a(i) – Guided Study Course Contracts (Housekeeping)

\$5075 per credit for each additional student.

~~Effective September 1, 2016, payment will be \$75 per credit for each additional student.~~

11. Article 16 Health and Welfare Benefits

While not to be included in the collective agreement, all provisions regarding Health and Welfare Benefits contained in Article 9 of the 2014 – 2019 Common Agreement will apply, unless otherwise changed, as written below:

16.02 Extended Health

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

The Extended Health Benefit (EHB) includes the cost of necessary eye glasses and contact lenses. The EHB policy will pay ~~80%~~ 100% of the actual cost to a maximum reimbursement of \$500.00 over a twenty-four (24) month period. Effective January 1 in the year after ratification of the Collective Agreement, reimbursement shall be to a maximum of \$650.00 over a twenty-four (24) month period.

The Extended Health Benefits shall include diabetic aids and hearing aids.

All Extended Health Benefit claims are subject to an annual \$50.00 deductible.

While not to be included in the collective agreement, provisions regarding Health and Welfare

Benefits contained in Article 9 of the 2014 – 2019 Common Agreement will apply.

16.07 Long Term Disability

While not to be included in the collective agreement, provisions regarding Health and Welfare Benefits contained in Article 9 of the 2014 – 2019 Common Agreement will apply.

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%~~ 70% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00.

While not to be included in the Collective Agreement:

Effective January 1 in the year after ratification of the Collective Agreement, eye exams shall be reimbursed to a maximum of one hundred dollars (\$100) every two years.

Effective January 1 in the year after ratification of the Collective Agreement, the reimbursement for professional services will be amended from \$10 per visit maximum for the first five (5) visits per calendar year to \$20 per visit maximum for the first five (5) visits per calendar year, where applicable and subject to the terms of Douglas' EHB plan.

12. 17.04 ~~Maternity, Parental and Adoption~~ Leaves

~~Note: Additional provisions regarding Supplemental Employment Benefit Plan for Maternity and Parental Leave are contained in Article 8.5 of the Common Agreement.~~

Article 8 of the FPSE Common Agreement will not apply – local provision will supersede.

a. Maternity Leave

- i. A faculty member on ~~her~~ their written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of ~~eighteen (18)~~ seventeen (17) consecutive weeks or a shorter period the employee requests, commencing ~~eleven (11)~~ thirteen (13) weeks immediately before the estimated date of birth ~~or a later time the faculty member requests~~ and no later than the actual birth date.
- ii. A request made under subsection (i) should be made as soon as possible, but in any event must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- iii. Regardless of the date of commencement of the leave of absence taken under (i), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the faculty member requests a shorter period.

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

b. **Parental and Adoption Leave**

A request made under 17.04.b should be made as soon as possible, but in any event at least four (4) weeks before the day specified in the request as the day on which the faculty member proposes to commence parental leave.

These requests will be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 17.04.a, or a letter from the agency that placed the child providing evidence of the adoption of the child.

c. **Commencement of Leave**

Leave taken under Article 17.04 (b) shall commence:

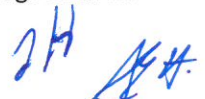
- i. **For the birth mother, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the leave taken under Article 17.04 (a).**
- ii. **For a parent, other than the adopting parent, who does not take leave under Article 17.04 (a), up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks of the birth.**
- iii. **For an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child is placed with the parent.**

d. **Additional leave**

Upon written request, an employee shall be entitled to a leave of absence without pay of up to six (6) consecutive months in addition to statutory requirements. The combined entitlement of Employment Standards Act and this additional leave provision shall not exceed a total of twenty-four (24) consecutive months for the birth mother, or eighteen (18) months for all other parents.

e. **Benefits and FTE Service**

The services of a faculty member who is absent from work in accordance with this Article shall be considered continuous for the purposes of severance pay, vacation



entitlement and pay, professional development and any pension, medical or other plan beneficial to the faculty member, and the College shall continue to make payment to the plan in the same manner as if the faculty member were not absent where:

- i. the College pays the total cost of the plan; or
- ii. the faculty member elects to continue to pay ~~his/her~~ **their** share of the cost of a plan that is paid for jointly by the employer and the faculty member.

Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 17.04 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

f. Return to Work

- i. An employee who returns to work following a maternity or parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.
- ii. An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.
- iii. An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.
- iv. Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the employer and the employee will negotiate mutually acceptable dates.
- v. Upon written request, an employee on parental leave under Article 17.04 may return to work on a graduated basis. Upon receipt of a request, the employer and the employee will mutually agree to an acceptable graduated parental leave return to work plan for the employee.
- vi. An employee shall be deemed to have resigned on the date upon which their maternity, parental or adoption leave expired if notification of return to work is not made one (1) month prior to the expiration of the leave. If they do not return to work upon expiration of the leave, the employee shall be deemed to have abandoned the position.
- vii. An employee commencing leave pursuant to Article 17.04 during their probationary period will be required to complete the unexpired portion of the

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probationary period upon return to work.

g. Supplemental Employment Benefit (SEB)

When an employee is in receipt of Maternity/Parental Employment Insurance Benefits, an employee will receive a supplemental payment added to their Employment Insurance benefits as follows:

- i. For a maximum of fifteen (15) weeks of the maternity leave, the employee shall receive an amount equal to the difference between the Maternity Employment Insurance Benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- ii. For up to a maximum of thirty-five (35) weeks, the biological mother, adoptive or legally recognized parent shall receive an amount equal to the difference between the Standard Parental Employment Insurance (EI) Benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
- iii. If the biological, adoptive or legally recognized parent elects the Extended Parental EI Benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Article 17.04 (g) when the employee opts for the thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. The Employer will make this calculation.
- iv. For the two weeks of the leave where no EI benefit is paid (first and last), the following SEB will be paid:
 1. For employees who are eligible to receive SEB as per clause 17.04 (g) (i) and (ii), or (i) and (iii), they shall receive 100% of their salary calculated on their average base salary.
 2. For employees who are eligible to receive SEB as per clause 17.04 (g) (ii) or (iii), they shall receive 85% of their salary calculated on their average base salary.
- v. The average base salary for the purpose of 17.04 (g) (i) through Clause 17.04 (g) (iv) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

"Base Salary" is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined under Article 7.03(a).

An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently. To receive supplemental employment benefits, the

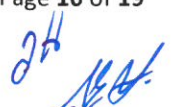
employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

13. 17.06

Note: Additional provisions regarding Leaves are contained in Article 7 of the 2014 – 2019 Common Agreement.

NEW Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted three (3) paid days' paid leave.



14. LOUs

Renew:

Letter of Understanding #1
RETIREMENT INCENTIVES

Letter of Understanding #2
GUIDELINES FOR HANDLING STUDENT CONCERNS AND COMPLAINTS

Letter of Understanding #3
FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS
(NOT IN EXCESS OF 6 MONTHS' DURATION)

Letter of Understanding #4
DISTRIBUTED LEARNING

Letter of Understanding #5
COPYRIGHT CLEARANCE

Letter of Understanding #6
INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS

Letter of Understanding #7
SELF-FUNDED ACTIVITY

Letter of Understanding #8
FUNDING FOR SALARY STIPEND

Letter of Understanding #10
POST-PROBATIONARY FACULTY MEMBER DEVELOPMENTAL EVALUATION

Letter of Understanding #11
DDP REALIGNMENTS

Letter of Understanding #13
FIELD SCHOOLS

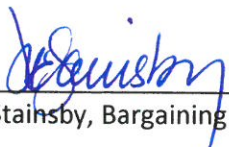
Letter of Understanding #14
EQUITY FUNDS 2001 LOCAL NEGOTIATIONS

15. Delete:

Letter of Understanding #15
HARASSMENT ADVISORS

Signed in New Westminster, BC this 20th of March 2020.


On behalf of Douglas College,


Meg Stainsby, Bargaining Chair


Linda Chow, Labour Relations Advisor


Twyla Hurley, Chief Spokesperson

On behalf of the DCFA, Local 4,


Glen Stanger, VP Negotiations

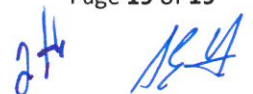

David Moulton, DCFA Steward, Commerce &
Business Administration


Sean Hillman, Chief Spokesperson

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Appendix "B"

2. Housekeeping Signoffs

Two handwritten signatures in blue ink are located at the bottom right of the page. The first signature is a stylized 'JH' and the second is a more complex, cursive signature.

Housekeeping Package

between

DOUGLAS COLLEGE

(hereinafter called "the Employer")

and the

DOUGLAS COLLEGE FACULTY ASSOCIATION

(hereinafter called "the Union")

This proposal is presented as a package to be agreed or rejected in its entirety and is made on a without prejudice and precedent basis. If not agreed, all items in this package return to active bargaining status. All proposals are made subject to errors and omissions.

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2020 DOUGLAS COLLEGE/DCFA

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

1. Spelling, headings and cross references noted shall be corrected by mutual agreement prior to finalization.
 - a. Add missing headings to the DCFA Collective Agreement Table of Contents: 5.06, 7.07, 8.02, Article 15 Salaries, Secondary Scales (Contract Faculty), and Other Compensation.
 - b. 1.03.e: Embedded reference to 1.03.j should read 1.03.l.
 - c. 1.03.e: Embedded reference to 1.03n should read 1.03.p.
 - d. 1.03.n: Embedded reference to 1.03k should read 1.03.m.
 - e. 4.07.b: Underscore in "party_may" should be deleted.
 - f. 5.01.a(vii): Period missing after "reassignment and recall".
 - g. 5.05.a(iii)(1): Embedded reference to 1.03.o should read 1.03.q.
 - h. 5.05.a(iii)(2): Embedded reference to 1.03.n should read 1.03.p.
 - i. 5.05.b(i)(1): Embedded reference to 1.03k should read 1.03m.
 - j. 8.11.c(i): Remove period at end of sentence and add "; and".
 - k. 13.03.b(iii)(3): Embedded reference to 1.03.m should read 1.03.o.
 - l. 15.10.b(ii): Closed parenthesis missing after "individual assessment".
 - m. 16.06.d: add "shall" to the sentence "A faculty member absent more than thirty (30) days, due to illness or injury, shall receive benefits...".
 - n. 17.06.g: Period missing after "contract year".

2th 

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2. 5.01 Selection Committees

- c. Election of Faculty Members to Selection Committees
- i. All regular faculty who are part of the DDP(s) or closest related DDP(s) shall be eligible for membership on the Selection Committee.
- ii. Selection Committees will be elected annually by regular faculty members in the DDP.
- iii. Following Selection Committee elections, the ~~Dean~~ **Responsible Administrator** will forward a list of the members of each Selection Committee for which they are responsible to Human Resources and the Association.

3. 5.05 Hiring Procedure

- b. i. **(2) (a)** A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 5.08.a ~~Probation/ Evaluation~~ **Contract Faculty Evaluation** has been completed and the Responsible Administrator has recommended that no other contract be offered to the instructor.

4. 5.07 Probation for Regular Faculty

~~a. Probation for Regular Faculty~~

5. 7.02 Functions of Seniority Categories

- b. College FTE Service is used in layoff and recall (Article 13) and as a tiebreaker for workload allocation purposes where ~~one (1)~~ **two (2)** or more regular faculty members have identical DDP FTE Service (Article 6).
- c. Contract FTE Service is used in offering contracts to contract faculty (Article 5.05.b.i), and as a tiebreaker where ~~one (1)~~ **two (2)** or more regular faculty members have identical College FTE Service.



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6. 11.07 Selection of Administrators

a. Selection Process for Administrator Selections

iii. Selection **Advisory** Committee Establishment

(4) By mutual agreement between the College and the Association, the Selection **Advisory** Committee may include one or more support staff representative(s), with voice but no vote.

7. 14.06 Placement of DDPs

Placement of a DDP ~~within this policy~~ shall be undertaken by the Responsible Administrator, in consultation with the faculty members in the DDP.

8. 15.05 Placement on Salary Scale

(b) ~~In no case will it~~ This scale placement language **will not** result in scale placement on the common salary grid above Step 4, except in cases where a regular faculty position is accepted by a person already employed by, or within two years of employment by, another institution in the BC College and Institute sector, in which case initial placement shall be made at the higher of the placement formula at the College or his/her current or most recent salary step at the most recent institution. This exception to the cap on scale placement will only apply when the employee becomes employed in the same or a substantially similar field. Probationary provisions set out in Art. 5.07 will still apply.

9. Economic Stability Dividend (ESD)

Delete All References to ESD.

Examples

15.01 Salaries

²See Appendix A, Memorandum of Understanding on the Economic Stability Dividend (ESD) page 38, Common Agreement. Annual wage rate may be adjusted depending on the ESD.

³Annual wage rates to be determined depending on the ESD.

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10. Article 16 – Health and Welfare Benefits

Amend:

16.01 B.C. Medical Services Plan

~~The College is registered with an agency which is contracted to provide a basic medical plan for all regular and contract employees in accordance with the Medical Services Act of the province. The monthly cost of the medical services plan is paid 100% by the College for each full-time faculty member and on a pro rata basis for all others.~~

Further to the deletion of Article 16.01 above, the Employer and the Union agree to the following Letter of Understanding, effective date of ratification:

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.



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11. 17.06 General Leave, Unpaid

- d. No benefits shall be payable by the College for an employee on leave without pay, except as provided in this Agreement. If an employee proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefits, the College shall remit these payments to ensure continuing coverage: life insurance, ~~medical services~~, extended health and dental plan, subject to the College's contract with the insurer.
- g. Faculty members shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty contract year.

12. The Association and the College agree to the following list of Arbitrators:

~~Judith Korbin~~

Joan Gordon

~~John Hall~~

~~Colin Taylor~~

Ken Saunders

Robert Pেকেles

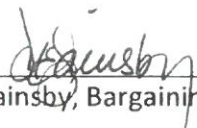
Corinn Bell

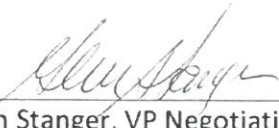
13. Replace Ministry of Advanced Education with Ministry responsible for advanced education wherever it appears in the agreement.

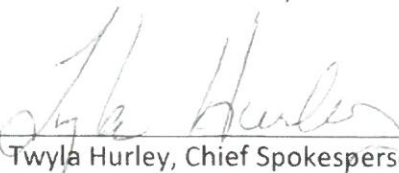
Signed in New Westminster, BC this 26th of February 2020.

On behalf of Douglas College,

On behalf of the DCFA, Local 4,


Meg Stainsby, Bargaining Chair


Glen Stanger, VP Negotiations


Twyla Hurley, Chief Spokesperson


Sean Hillman, Chief Spokesperson

ADDENDUM TO ARTICLE 11.08 DEAN/ASSOCIATE DEAN POSITIONS

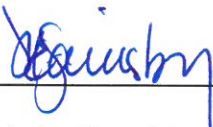
While not to be included in the collective agreement, the parties agree that the following incumbents are excluded from the amendment to Article 11.08.e.ii.

Deans/Associate Deans in their second term:

- Pam Cawley, Health Sciences
- Brian Chapell, Science and Technology
- Susan Oesterle, Science and Technology
- George Stroppa, Commerce and Business Administration


Signed in this 20th of March, 2020.

On behalf of Douglas College,



Meg Stainsby, Bargaining Chair

On behalf of the DCFA, Local 4,



Glen Stanger, VP Negotiations

