

COLLECTIVE AGREEMENT

BETWEEN

DOUGLAS COLLEGE

AND

**DOUGLAS COLLEGE FACULTY
ASSOCIATION**

APRIL 1, 1995 - MARCH 31, 1998
LETTER OF UNDERSTANDING

BETWEEN: Douglas College

AND: Douglas College Faculty Association

RE: Multi-Institutional Framework Agreement

The parties hereto agree that, upon ratification thereof, the Recommendations of Facilitator James E. Dorsey for a Multi-institutional Agreement, dated May 15, 1996 shall be attached to and form part of this Collective Agreement from April 1, 1995 to March 31, 1998 and shall be in full force and effect for the term of the Collective Agreement

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ARTICLE 1 - PRELIMINARY**ARTICLE 1 - PRELIMINARY****1.2 Term of Agreement - Continuation Clause.2 Term of Agreement - Continuation Clause**

The duration of this Agreement shall be from April 1, 1995 to March 31, 1998. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.

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

1.3 Parties to Agreement.3 Parties to Agreement

THIS AGREEMENT, entered into on the 8th of January 1997.

BY AND BETWEEN

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

AND

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

1.4 Definitions**.4 Definitions**(a) Regular Positions

Regular full-time and part-time faculty positions are established by the College and/or the terms of this Collective Agreement.

- (i) A full-time regular faculty member shall receive all benefits provided by this Collective Agreement.
- (ii) A part-time regular faculty member shall receive all benefits provided by this Collective Agreement on a prorated basis.

(b) Term Positions

Full-time and part-time term positions are two-year probationary positions established by the College and/or the terms of this Collective Agreement.

Subject to the express terms of the Collective Agreement, a term appointment is intended to lead to a regular position provided there is sufficient available work that the faculty

member is qualified to instruct, and he/she has successfully completed his/her probationary evaluation.

A term faculty member is a faculty member who:

- (i) is appointed through the internal selection process; or
- (ii) has been hired to fill a position through the external selection process.

Full-time term and part-time term employees have the same benefits as regular full-time and regular part-time employees unless specified otherwise in this Collective Agreement.

(c) Contract Faculty

- (i) A contract faculty member is one who does not occupy a regular or term faculty position as defined in Article 1.4 (a) and (b).
- (ii) Contract faculty shall receive benefits and salary as set out in Article 11.1.1 and benefits as set out in Article 13.1.

(d) Available Work

Available work consists of all work in the discipline/program, including temporary assignments, that will be done over the course of the academic year.

(e) Half-Time Work

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

(f) Part-time Work

Part-time work is half-time work or more up to a full workload.

(g) Temporary Work

Temporary work results from replacing a faculty member on leave, or assigned to other duties, or work that is a result of a time limited contract/project.

(h) Qualified

Qualified when used in the context of "qualified to instruct" or "qualified to teach" means that a faculty member has successfully taught the course or has otherwise satisfied the Selection Committee that he/she is qualified to instruct the course.

(i) Instruct/Teach

Throughout this Agreement, the term "instructor" shall denote a faculty member and the terms "teach" and "instruct" shall denote performance of faculty duties.

(j) Academic Year

An academic year is a 12-month period commencing with the Fall Semester.

(k) Effect of College Split

Wherever this Agreement refers to service with the College, such service shall be understood to include service both prior to and subsequent to the split of Douglas College into Douglas and Kwantlen Colleges on April 1, 1981, providing the faculty member was employed by Douglas College prior to April 1, 1981.

(l) Technological Change

For the purpose of the Agreement, the term "technological change" shall mean change introduced by the College in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members or significantly affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

1.9 Precedence of Agreement

.9 Precedence of Agreement

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

ARTICLE 2 - UNION SECURITY**ARTICLE 2 - UNION SECURITY****2.1 Union Recognition/Bargaining Unit Description****.1 Union Recognition/Bargaining Unit Description**

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

2.2 Union Security/Faculty Association**.2 Union Security/Faculty Association**

- (a) The Association president and vice-president, in order to fulfil their responsibilities as the elected officers representing the welfare of the Association, will be freed from obligations normally required of a faculty member with respect to committees and related work.
- (b) The Association will be allowed the use of reasonable bulletin board space and similar space in the College newspaper.
- (c) The Association will have the right to use College facilities for meeting purposes free of charge.
- (d) The College will provide the Association with office space equivalent to the existing allocation.
- (e) The Association designate will be furnished with a copy of the Agenda and other public information assembled for College Board meetings. This material will be mailed to the Association at the time of distribution to the College Board. Approved minutes of all College Board meetings will be distributed similarly.
- (f) The College shall provide the Association with a list of regular faculty members and term faculty members every year by September 30. The list shall include the name, address, and telephone number of the faculty member, the department, and step on scale. The College shall provide FTE seniority service lists to the Association in accordance with Article 6.4.10 (c).

As well, for each contract faculty member, the College shall provide the Association with the name, address and telephone number, section(s), discipline(s), length of contract(s) and rate of pay. This information shall be provided by the 15th day of each month for contracts signed in the previous month and may be provided in the form of copies of the contract(s) signed by each contract faculty member. Provision of these data in the form of individual contract(s) shall not constitute notice to the Association of the content of any individual contract(s) for the purposes of the grievance procedure.

2.3 Dues Deduction**.3 Dues Deduction**

- (a) Deduction of dues as a condition of employment will be applied to all members of the bargaining unit.
- (b) All deductions of dues shall be remitted by the College to the agent appointed by the Association not later than fifteen (15) days after the date of deduction.
- (c) The Association shall advise the College in writing of the amount of its regular monthly dues. The amount so specified shall continue to be the amount of the Association's regular monthly dues and shall continue to be the amount to be deducted until changed by further written notice to the College from the President of the Association. Upon the College's receipt of such notice, the changed amount shall be the amount deducted for the following month.
- (d) A faculty member shall, as a condition of employment, sign a form authorizing the College to deduct Association dues, and shall maintain such authorization for the duration of his/her employment as a faculty member. The Association may, in writing, require the College to dismiss a faculty member who refuses to provide signed authorization for dues deduction.

2.4 Union Representation (general)

.4 Union Representation (general)

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

2.6 Faculty Association Business

.6 Faculty Association Business

- (a) To facilitate the operation of the Collective Agreement and employer-employee relationships, the Association will be provided quarter-time leave of absence without loss of pay for one of its members in two semesters each year. Additional leaves of absence shall be at replacement cost.
- (b) The College agrees that, while the granting of leave in excess of half-time for any one individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.
- (c) The request for all such leaves shall be made by the Association in writing, to the appropriate administrator responsible and the Director of Personnel and Labour Relations as soon as possible, but no later than June 15, for Fall leaves and by November 1 for Spring leaves.
- (d) Meetings between representatives of the Association and the College shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.

- (e) Any leaves granted under this section shall count as eligible time towards full-time equivalent (FTE) service wherever such service is referred to in this Agreement.

2.8 Contracting Out

.8 Contracting Out

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

The parties recognize and agree that there may be situations or programs which require supplementary or special expertise, and which necessitate the contracting out of work normally performed within the bargaining unit. In such cases, the contracting out will be undertaken only after discussion and agreement between parties.

For purposes of this article, the parties agree that the duties and responsibilities reserved to the bargaining unit include those of a type normally carried out by persons described in Article 1.4 (a), (b) and (c).

The Association agrees to co-operate in the development of expanded programming, and agreement to contracting out will not be unreasonably withheld where this provision would otherwise prevent the College from participating in a joint educational venture with another institution or agency.

In the event of a disagreement respecting application or alleged violation of this article, the Association may grieve, and the College may proceed with the disputed activity pending the outcome of the grievance.

2.10 Labour Disputes

.10 Labour Disputes

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

ARTICLE 3 - MANAGEMENT RIGHTS

ARTICLE 3 - MANAGEMENT RIGHTS

3.1

- .1** While the College customarily delegates to appropriate faculty groups responsibility for determining which courses and sections shall be timetabled in any semester; for assigning instructional duties to instructors; for determining instructor's home campus; for requiring instructors to develop new courses or to revise existing ones; for ongoing program development and revisions; this delegation shall not be construed to abrogate the College's rights with respect to these functions but neither shall it be unreasonably withheld. Generally, and without being limited by the foregoing, the College has the right to manage, operate and direct the working force of the College.

The College agrees that these rights will be exercised in a manner consistent with the provisions of other articles in this Agreement.

3.4 Union - Management Relations

.4 Union - Management Relations

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

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

ARTICLE 5 - GRIEVANCE PROCEDURE AND ARBITRATION

5.3 Interpretation

.3 Interpretation

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

5.3.1 Grievance Procedure

.3.1 Grievance Procedure

- (a) A grievance is any complaint relating to the application, operation, or alleged violation of this Agreement or any other question as to whether any matter is grievable or arbitrable.
- (b) A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to his/her employment with the appropriate administrator to resolve the matter promptly and informally.
- (c) Any informal resolution of a grievance or complaint shall be consistent with this Agreement, but shall not be binding on the College, the Association, or any other faculty member.
- (d) If the Association is of the opinion that a complaint has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.
- (e) All formal grievances shall be initiated by the Association within twenty (20) working days of the time that the Association could reasonably have become aware of the incident that is

the subject of the grievance, or within twenty (20) working days of the completion of any attempt at informal resolution (including discussion at Labour-Management Relations Committee) under 5.3.1 (b), whichever date is later. A grievance shall be directed to the Administrator responsible. Within five (5) working days of receipt of a written grievance, the Administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) working days of the receipt of a written grievance, the Administrator responsible shall provide the Association with a written reply.

- (f) If the grievance is not satisfactorily resolved by 5.3.1 (e), the matter shall be referred to the appropriate Administrator who shall meet with a representative of the Association within seven (7) working days of the referral and shall reply in writing within ten (10) working days.
- (g) If the grievance is not satisfactorily resolved by 5.3.1 (f), the matter shall be referred to the College President who shall meet with a representative of the Association within seven (7) working days of the referral and shall reply in writing within ten (10) working days.
- (h) If a satisfactory settlement has not been reached at this point [after 5.3.1 (g)], the matter shall be dealt with by arbitration as set forth in Article 5.3.2.
- (i) If a grievance is not advanced to the next stage within fourteen (14) working days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.
- (j) Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also a policy grievance may be advanced immediately to 5.3.1 (g) at the request of either party.

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end, an Arbitrator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in Article 5.3 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

5.3.2 Arbitration

.3.2 Arbitration

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

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

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

5.4 Amending of Time Limits

.4 Amending of Time Limits

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

5.6 Powers of Arbitrator/Jurisdiction and Authority

.6 Powers of Arbitrator/Jurisdiction and Authority

- (i) Subject to the jurisdiction vested in an arbitrator or Arbitration Board under Part 6 of the Labour Code of British Columbia, the Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement insofar as it may be necessary to the determination of the grievance referred to him/her. He/she shall not have the jurisdiction to alter, amend, add to or delete from any of the provisions of this Agreement, or make any decision which is inconsistent with the provisions of this Agreement.
- (ii) The Arbitrator shall have the authority to allow all reasonable amendments to the grievance, and the authority to waive procedural irregularities in the processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.
- (iii) Where a difference arises between the parties involving the question as to whether a matter is arbitrable, that issue shall be referred to the Arbitrator and the reference may stipulate that the issue of arbitrability is to be determined as a preliminary question.

5.7 Expenses and Costs of Arbitration

.7 Expenses and Costs of Arbitration

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

5.10 Expedited Arbitration

.10 Expedited Arbitration

This procedure applies to arbitration of any grievance involving interpretation, application or alleged violation of Article 6.6, including any question as to whether the grievance is arbitrable.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 6.6.2 (d) shall be limited to determining whether a faculty member is qualified to instruct the remaining courses or to perform the remaining services in a discipline/program in which another faculty member has been identified for a redundancy declaration.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 6.6.5 shall be limited to determining whether a faculty member who has been declared redundant can be reassigned on the basis of his/her qualifications to a position as described in Article 6.6.6 (a). Article 5.3.2 (c) - (f) inclusive applies to this expedited procedure.

Arbitrator's List

A sole arbitrator system shall be used. Selection of the arbitrator shall be made by the process of elimination from the following:

- (1) Dalton Larson
- (2) Lynn Smith.

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

Pre-Hearing Procedure

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

- (a) has been appointed by agreement of the parties under either Article 6.6.2 (d) or Article 6.6.5;
- (b) is vested with jurisdiction over the grievance upon receipt of this Letter;
- (c) must comply with this Expedited Procedure, a copy of which will be enclosed with the Letter of Appointment;

- (d) must complete the hearings and communicate his/her decision to the parties within thirty (30) days following receipt of the Letter, and provide the parties with written reasons for his/her decision no later than sixty (60) days following receipt of the Letter;
- (e) must hold a pre-hearing meeting of counsel no later than fifteen (15) days following receipt of the Letter; and
- (f) will order the parties to provide him/her with and exchange documents known to be relevant to the Issue, a Joint Statement of Agreed Facts, and a statement of each party's position on the merits of the grievance, all within ten (10) days following his/her pre-hearing meeting of counsel.

ARTICLE 6 - SENIORITY (FTE SERVICE), PROBATION, HIRING, AND LAYOFFS

ARTICLE 6 - SENIORITY (FTE SERVICE), PROBATION, HIRING, AND LAYOFFS

6.1 Probationary Employees - Term/Regular

.1 Probationary Employees - Term/Regular

- (a) Prior to being appointed to a regular position all faculty must have successfully completed two years in a probationary term appointment.
- (b) The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular employee.
- (c) A probationary faculty member may be terminated without cause upon the expiry of the two-year probationary period. A probationary faculty member may be terminated with cause during the term of the two-year probationary period. If a faculty member is terminated during his/her probationary term, such a termination will be grievable beginning at Step 2 (5.3.1 (g)) of the grievance procedure.
- (d) If, after the final evaluation of the probationary period, the term 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 term.
- (e) If, after the final evaluation of the probationary period, the required levels of improvement as determined by the Administrator responsible have not been reached, the Administrator responsible shall recommend to the appropriate Vice-President that the faculty member receive no further instructional work beyond the end of his/her current term assignment. Where this occurs the faculty member shall be advised in writing, including reasons, three (3) months prior to the end of his/her term assignment.
- (f) Where a probationary term faculty member is laid-off he/she shall receive pro rata recognition of time worked towards his/her probationary period. However, at least one year of the probationary period must consist of continuous employment.

- (g) Where a probationary faculty member is on a leave, or sick leave/LTD for over sixty (60) days, the probationary period will be extended by the length of the leave or LTD, or until the end of a semester, whichever is greater.
- (h) Personal leaves of absence without pay will not ordinarily be granted to faculty during his/her probationary period.

6.1.1 Contract Faculty

.1.1 Contract Faculty

- (a) Commencing with his/her second year of FTE service, contract faculty shall receive formal evaluations in accordance with this Article.
- (b) Where a contract faculty member receives two consecutive unsatisfactory evaluations during his/her second year of FTE service, he/she shall be terminated at the end of his/her existing contract.

6.1.2 Evaluations

.1.2 Evaluations

- (a) All evaluations during the probationary term shall be as follows: at least once per year (no more than twice per year with a minimum of sixty (60) days between), the Administrator responsible will give the faculty member a written evaluation report, after consultation with the current Selection Committee.

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

- (b) The methods used to collect information, in consultations with the faculty member, will include the following:
 - (i) Written faculty peer evaluation
 - (ii) Written administrator evaluation
 - (iii) Written student evaluations (where applicable)
 - (iv) Written self-evaluation by the probationary faculty member
 - (v) Other methods agreed to by the Selection Committee, and by the Administrator responsible; or, at the initiative of the probationary faculty member, and in consultation with the Selection Committee and Administrator elements of the

Douglas College Teaching Excellence Program may be used to provide information relevant to the probationary evaluation.

- (c) The Evaluation report will be discussed with the faculty member who will sign a copy indicating that the report has been seen. The faculty member can register agreement or disagreement with the report at this time.
- (d) Where an evaluation has not been done, then it will be understood that a probationary or contract faculty member has received a satisfactory evaluation.

6.2 Seniority - Calculation of

.2 Seniority - Calculation of

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

6.3 Job Postings and Vacancies

.3 Job Postings and Vacancies

6.3.1

.3.1

When a new position is proposed, the job description and the job advertisement will be drawn up in consultation with appropriate discipline/program Selection Committee.

6.3.2

.3.2

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

6.4 Hiring Procedure

.4 Hiring Procedure

The Selection Committee shall consist of three (3) members: (a) two (2) elected by the discipline/program; (b) the appropriate Administrator or designate. The parties will consider variations to the standard committee format when selecting for service courses or in unusual situations that may arise. The Administrator/designate will be responsible for providing institutional support.

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

6.4.1

.4.1

Where there are fewer than two regular faculty members in a discipline/program willing to stand for election, then regular faculty in the closest related discipline/program shall be eligible for election. Where a conflict of interest is deemed to occur, regular faculty member shall not be eligible for membership on the selection committee.

6.4.2

.4.2

The Selection Committee shall determine the necessary criteria and qualifications for the positions to be filled. One of the criteria for assessing candidates shall be the relative accrued FTE service of the candidates within the discipline/program.

6 . 4 . 3

.4.3

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.

6 . 4 . 4

.4.4

The Selection Committee or their designated representatives shall conduct all interviews to determine whether applicants meet the qualifications and criteria for a regular position and identify the courses they are qualified to teach in the discipline/ program.

6 . 4 . 7

.4.7

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

6.4.8 Internal Selections for Regular/Term Faculty

.4.8 Internal Selections for Regular/Term Faculty

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

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

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

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

(d) An applicant who does not meet the qualifications and criteria for a regular ongoing position, but has two (2) years of FTE service, may be considered by the Selection Committee. Where the Selection Committee determines that he/she can be reasonably expected to meet the qualifications and criteria during the first year of the term appointment, he/she shall be recommended and appointed to a term 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.

- (e) 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 term status and a term appointment shall be made when there is work of half-time or more available in the discipline/program that the faculty member is qualified to teach. Where a faculty member has been recommended, the Dean shall appoint.
- (f) Where there are two or more qualified faculty with term status, the position shall be awarded to the faculty member with the greatest FTE service.
- (g) A faculty member with two or more years of FTE service in the discipline/program who does not apply for term status, or who rejects a term appointment, or applies and is rejected for term status because he/she does not meet the qualifications and criteria established by the Selection Committee, shall be eligible to continue as a contract faculty member but shall be limited to less than half-time work .

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

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

6.4.9 External Selections for Regular/Term Faculty

.4.9 External Selections for Regular/Term Faculty

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

- (f) Faculty hired through the external selection process shall be given term status and be subject to a two-year probationary period.
- (g) A faculty member shall not work as a term or regular employee, if he/she maintains full-time employment elsewhere.
- (h) In the event that the short list is exhausted, and the College still intends to fill the position, the selection process shall recommence.

6.4.10 Selection of Contract Faculty

.4.10 Selection of Contract Faculty

Whenever a need arises for contract faculty, it shall be filled by the following process:

- (a) Persons on a contract faculty list who have successfully taught for a minimum of one year FTE service within a discipline/program, shall be offered in order of FTE service, available contracts for which they are qualified according to the following process. Contracts shall be offered in writing.
- (b) A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 6.1.1 Probation/Evaluation, has been completed and the appropriate Dean has recommended that no other contract be offered to the instructor.
- (c) FTE service for the purpose of awarding contracts in the Fall semester shall include all service earned and/or contracted for and commenced as of the previous June 1. The College shall provide the FTE service list for the Fall semester for each discipline by July 1.

FTE service for the purpose of awarding contracts in the Spring semester shall include all service earned and/or contracted for and commenced as of the previous October 1. The College shall provide the FTE service list for the Spring semester for each discipline by November 1.

FTE service for the purpose of awarding contracts in the Summer semester shall include all service earned and/or contracted for and commenced as of the previous February 1. The College shall provide the FTE service list for the Summer semester for each discipline by March 1.

Contracts which commence outside of the standard semester dates will be awarded in accordance with the nearest appropriate date as set out above.

Copies of the FTE service list shall be provided to each contract faculty member in the discipline, to the appropriate convenor, and to the Association; the lists shall indicate which courses a faculty member is qualified to teach.

- (d) If the contract faculty member with the most FTE service refuses an available contract or contracts, the contract or contracts shall then be offered to the faculty member with the next

most FTE service in the discipline/program. This process shall continue in decreasing order of FTE service (most to least) in the discipline/ program, until no other contract faculty with a minimum one year of FTE service are available.

- (e) If a contract faculty member cannot be found for an available course or courses, after following this process, the available contract or contracts may be offered to instructors with less than one year of FTE service in the discipline/program or by using the selection procedure identified in Article 6.4.10 (h).
- (f) The maximum FTE service that may be accumulated shall be limited to one (1) FTE per year. Eight (8) months of full-time service, exclusive of vacation or professional development time, shall be equivalent to one (1) year of FTE service.
- (g) If a contract faculty member refuses all work at the College in the discipline/program for two consecutive semesters or does not work in the discipline as a faculty member for a period of two years before the beginning of the relevant contract, except where he/she is on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 12.1 and 12.6, then the faculty member loses all accumulated FTE credit in the discipline/program.
- (h) Whenever a need arises for new contract faculty, the following process shall apply.
 - (i) The Selection Committee shall compile an interview list of applicants for contract employment.
 - (ii) The Selection Committee or its designated representatives shall conduct all interviews.
 - (iii) The Selection Committee shall prepare an inventory of suitable candidates including the Committee's rationale and recommendations regarding specific courses. This list shall be of sufficient length to provide for immediate and foreseen needs in the subsequent year, and shall be maintained by the Convenor who will, when requested, communicate same to any interested party.
 - (iv) From the list established above, the Convenor shall designate contract section assignments and forward these recommendations to the appropriate administrator.
 - (v) 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 Convenor for an alternate contract instructor.
 - (vi) Should the Administrator responsible not wish to follow the Convenor's recommendation, he/she will meet with the Convenor, provide rationale, and attempt to resolve the matter. If agreement cannot be reached, the appropriate Vice-President shall arbitrate.

- (vii) In the event that the inventory is exhausted and time does not permit this process to be followed, the Administrator responsible and the Convenor or his/her designate shall jointly agree on the appointment. If the Convenor or designate is not available the Administrator responsible shall make the appointment.
- (viii) 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.
- (ix) Decisions at all levels of this selection process will be based on the criteria described in the above clause.
- (x) The Selection Committee shall review the inventory of contract teaching candidate(s) annually and shall revise, if necessary, the selection criteria. When necessary, the process as specified above, shall recommence.
- (xi) 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.
- (xii) 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.
- (xiii) (a) Prior to each semester, each discipline/program will have ensured discussions have occurred with regular, term and contract faculty in order to determine needs of the discipline/program and the preferences of faculty members with respect to scheduling and assignments. Where a contract faculty member indicates a preference for assignment of fewer contracts than he/she would otherwise be entitled to, the faculty member will provide a written waiver to this effect to the Administrator responsible.

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. For Fall semester contracts, contract faculty must provide the written advice by July 1, previous, for Winter semester contracts by November 1, previous, and for Summer semester by March 1, previous.

- (b) As of the dates set out in section (xii) 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.

6.4.11 Written Contracts

.4.11 Written Contracts

- (a) All faculty employed by the College shall be offered appropriate written contracts. All contracts shall specify the rate of pay and the period of appointment, including any vacation and professional/ curriculum development time required by the terms of this Agreement.
- (b) Faculty members shall be given a copy of any employment notice affecting their own employment.

6.4.12 Selection of Convenors

.4.12 Selection of Convenors

- (a) The Convenor position shall be established at the discretion of the faculty in the affected discipline/program and filled by a regular/term faculty member.
- (b) Effective September 1, 1993, time release for Convenors shall be as follows and shall only apply to the Faculties of Humanities and Social Sciences; Language, Literature and Performing Arts; and Pure and Applied Sciences and Technology.
 - (i) One section of release time annually (one three-credit equivalent section) for each discipline with 7.0 faculty FTE, or less.
 - (ii) Two sections of release time annually (two three-credit equivalent sections) for each discipline with more than 7.0 faculty FTE, except in those disciplines where coordination time is provided. Where coordination time is provided in a discipline with more than 7.0 faculty FTE, one section of Convenor release time shall be provided.

Sociology/Anthropology shall be treated as one discipline.
- (c) Whenever a vacancy arises for a Convenor position it shall be filled by the following process:
 - (i) All regular/term faculty members of the discipline(s) or program(s) or closest related discipline(s) or program(s) shall be eligible to vote for and be elected as Convenor.
 - (ii) The Convenor shall be elected for a one-year term.
 - (iii) The Administrator responsible shall offer an appointment to the faculty member(s) so chosen.
 - (iv) The incumbent(s) can be removed at any time from the position of Convenor by a majority vote of the regular/term faculty members present and voting at a duly called meeting of the discipline(s) or program(s).

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

6.4.13 Selection of Program Co-ordinators

.4.13 Selection of Program Co-ordinators

Vacancies for Program Co-ordinators will be filled in accordance with the following procedures. The Selection Committee shall establish the qualifications and criteria for the Co-ordinator. The Selection Committee or its designated representatives shall conduct all interviews.

(a) Internal Selection

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

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

(b) External Selection

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

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

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.

6.4.14 Selection of Administrators

.4.14 Selection of Administrators

Whenever a vacancy arises for the following positions: President, Vice-Presidents, Deans, Directors, or other similar excluded administrative positions that may be created, the Association shall have the right to appoint to any committee established to fill the position, members equal to the number of members appointed by the College which will appoint at least one member. This clause does not apply to those administrative positions that do not have faculty reporting to them.

6.6 Layoff and Recall

.6 Layoff and Recall

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

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

Where this occurs the faculty member affected shall be given three (3) months notice of the end of his/her appointment. He/she shall revert to contract status along with all accrued FTE service and shall have first right of recall for two calendar years from date of notice of lay-off for subsequent term or regular assignments as appropriate.

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

A faculty member who refuses a recall shall lose all recall rights and be limited to less than half-time contract work. He/she will not be considered for future term positions. As per Article 6.4.10 (g), if he/she refuses all work at the College in the discipline/program for two consecutive semesters or does not work in the discipline as a faculty member for a period of two years before the beginning of the relevant contract, except where he/she are on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 12.10 and 12.16, then the faculty member loses all accumulated FTE credit in the discipline/program.

6.6.1

.6.1

For faculty who were appointed to regular positions prior to the Fall 1993 semester, or faculty hired for term or regular appointments on or after the Fall 1993 semester, and who have completed his/her term probationary appointment and two years in a regular position, at the time the faculty member's position becomes unnecessary due to major change in curriculum or services; phase-out by external decision or recommendation; technological change; a demonstrated shortage of operating funds; consistently low enrolment or changing community needs, a state of obsolescence/redundancy may be deemed to exist and Articles 6.6.2 to 6.6.9 shall apply.

6.6.2

.6.2

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

- (b) (i) Where a faculty member in a discipline/program has been identified under 6.6.2 (a) and the remaining faculty members in the discipline/program are not qualified to instruct the remaining courses or perform the remaining services in the discipline/program, the provisions of 6.6.2 (a) shall not apply to the faculty member identified.
- (ii) In the event Article 6.6.2 (b)(i) applies, the determination of the faculty member to be declared redundant in the discipline/program shall recommence with the faculty member with the next to least total FTE service with the College since the starting date of the faculty member's first regular contract. This process will continue in reverse order of FTE service with the College (least to most) since the starting date of the first regular contract until a faculty member's position in the discipline/program has been identified.
- (c) Any dispute as to the relevant discipline/program would be resolved at the Labour-Management Relations Committee.
- (d) (i) Should any question be raised by a faculty member or the Association as to whether a faculty member is or is not qualified to instruct the remaining courses or perform the remaining services in the discipline/program, the question, within five (5) days of being raised, shall be referred in writing to the Labour-Management Relations Committee composed of an equal number of representatives of the College and the Association.
- (ii) Should the Labour-Management Relations Committee not resolve the question within fourteen (14) days, the College shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 5.3.1 and 5.3.2. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.
- (iii) Should the Association refer an issue raised under Article 6.6.2 (d) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

6.6.3 .6.3

A faculty member, having been identified in 6.6.1 and 6.6.2, will not receive a contract renewal while the process (6.6.4 through 6.6.9) is under way; but will instead be deemed to have his/her former contract extended indefinitely to the point that either:

- (a) he/she has satisfactorily spent a year in his/her newly assigned position, after which a three-year contract would be issued; or
- (b) he/she receives severance pay and leaves the employ of the College.

6.6.4 .6.4

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

6.6.5

.6.5

The Administrator, after consultation with the faculty member and receipt of the advice of the relevant discipline/programs= Selection Committee, would determine if the affected faculty member, on the basis of his/her qualifications, could be reassigned. The Administrator's ruling in this regard would be subject to the grievance procedure beginning at Stage 2 (5.3.1 (f)). If the grievance is not resolved, it shall be subject to arbitration by a sole arbitrator chosen from a previously agreed-upon list.

6.6.6

.6.6

- (a) For the purposes of Article 6.6.5 above, a position would be deemed to exist if there was,
 - (i) a recognized vacancy for a regular position, or,
 - (ii) sufficient on-going work equivalent to his/her established workload.
- (b) A faculty member who has been declared redundant by operation of 6.6.2 (b) (seniority bypass) shall have the option of remaining as a part-time regular faculty member provided he/she can be assigned to perform a workload of half-time or greater.

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

6.6.7

.6.7

If the affected faculty member is unable to be reassigned to one of the positions outlined in Article 6.6.6, his/her employment with the College will be terminated, and he/she will receive one (1) month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

Where a faculty member is eligible to be reassigned in accordance with Clause 6.6.5 and 6.6.6, and advises the College that he/she does not wish to exercise this option, he/she shall be entitled to one (1) month's severance pay for every full year of FTE service as a regular faculty member to a maximum of twelve (12) months severance pay.

6.6.8

.6.8

In addition to any severance pay a faculty member is entitled to, he/she shall also be notified in writing four (4) months in advance of any pending termination under this clause. The College may offer pay in lieu of notice. The Association will also receive a copy of such notice.

6.6.9 Notification and Consultation

.6.9 Notification and Consultation

- (a) The College shall, as soon as possible in advance and no later than one (1) month prior to the date of notice in 6.6.8 above, notify the Association of any pending obsolescence or redundancy. This notification shall be in writing and shall specify the reason(s) for the proposed obsolescence or redundancy.
- (b) The College shall engage in discussion and consultation with the Association on the proposed obsolescence or redundancy.
- (c) The College shall give the Association an opportunity to present written submissions on the proposed obsolescence or redundancy.

6.6.10 Recall

.6.10 Recall

If there is a vacancy for a regular faculty position in a specific discipline or program, the College shall offer reappointment to those regular faculty members who have been terminated under 6.6 and who are qualified for the position. Such offers of reappointment shall be made in the reverse order of termination in the specific discipline/program. Such offers of reappointment shall be limited to two (2) years from the date of termination.

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

A faculty member who rejects a recall shall be deemed to have resigned from the College.

If a faculty member has been recalled under this provision, his/her new date of appointment will be the date of his/her first contract for the purposes of Article 6.6.7 .

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

Where a faculty member is recalled after being terminated, and where the number of months of termination prior to re-commencing work is less than the number of months of severance pay received by the faculty member, the faculty member shall refund the balance of his/her severance pay to the College.

6.6.11 Records

.6.11 Records

College personnel files pertaining to faculty members, whose appointments are terminated under this Article, shall explicitly state the reasons for termination identified in Article 6.6.1.

ARTICLE 7 - EVALUATION, DISCIPLINE AND PERSONNEL RECORDS

ARTICLE 7 - EVALUATION, DISCIPLINE AND PERSONNEL RECORDS

7.1 Evaluation

.1 Evaluation

Evaluation by the College of a faculty member's performance shall be carried out by methods developed in consultation between the College and the Association. Any such evaluation shall be constructed and conducted in a fair and reasonable manner.

7.5 Access to Information in the Evaluation File

.5 Access to Information in the Evaluation File

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

ARTICLE 8 - PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

ARTICLE 8 - PERSONNEL RECORDS, DISCIPLINE, SUSPENSION AND DISCHARGE

8.1 Personnel Records

.1 Personnel Records

- (a) All faculty shall have access to any files pertaining to them and held by any individual or office in the College, with the exception of letters of reference and interview reports in the application file.
- (b) No information will be placed in personnel files unless a copy has been furnished to the individuals concerned.
- (c) No personnel file shall contain any information pertinent to a formal complaint that has been resolved in favour of the faculty member.
- (d) Except for routine administrative access by the Personnel Department and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.

8.2 Discipline

.2 Discipline

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

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

- (b) Where a contract faculty member has received an unsuccessful evaluation as per Article 6.1.1, he/she shall be advised of when his/her next evaluation will be. Should a contract faculty member receive two (2) consecutive unsuccessful evaluations, he/she shall be terminated at the end of his/her contract. In all other cases a contract faculty member shall not be disciplined, suspended, or discharged without just cause.

8.2.1 Discipline - Professional Competency

.2.1 Discipline - Professional Competency

- (a) Where the Dean/Director understands that the allegation against a post-probationary faculty member is primarily concerned with work related professional competency, the Dean/Director prior to initiating disciplinary proceeding shall:

- (i) first investigate any issue or complaint (including peer/student complaints) concerning professional competency, and discuss the issue with the faculty member. The Dean/Director or designate, may elect not to refer the matter to the Complaint Review Committee where he/she has determined that there is no competency problem, is satisfied that the instructor is taking appropriate remedial action, or believes that he/she has sufficient information to proceed with the matter. The Dean/Director shall advise a faculty member in writing when a Complaint Review Committee is to be called.
- (ii) The Complaint Review Committee shall be a standing committee of each department, consisting of two faculty members from each department who are elected by the faculty in the department, to a one-year term commencing in September of each year. Committee members must have regular status during their term. The College and the Association shall be advised, in writing, by the department as to the members of each Complaint Review Committee. It is understood that faculty on this committee are serving on a Management Committee of the College, directed by the Dean/Director. It is understood that a decision by the Dean/Director not to convene the Committee, does not, in itself, represent a lack of due process.
- (iii) The Complaint Review Committee shall meet with the Administrator and review the findings of fact, including materials, documentation, and other relevant information provided by the Dean/Director. The members of the Committee shall consult with the Dean/Director in such a way as to ensure that the Dean/Director understands the relevance of the material to issues of competency. The Complaint Review Committee shall also advise the Dean/Director as to whether other sources of material or information may be appropriate.

Members of the current Association Executive shall not serve on the Complaint Review Committee.

The participation of faculty members on the Complaint Review Committee shall not be construed as acceptance by the Association of the validity of any facts, opinions, conclusions and/or procedures of the Complaint Review Committee.

- (iv) The Complaint Review Committee shall conclude its work within two weeks of being consulted by the Dean/Director.
- (v) Where the Dean/Director decides on the basis of his/her investigations to initiate disciplinary/discharge proceedings against a faculty member, he/she shall initiate the process stipulated in Clause 8.2.1 (b). The Dean/Director shall conclude the investigative process within twenty-one (21) calendar days of having convened the Complaint Review Committee. Where no Complaint Review Committee is established, the investigation shall be concluded within twenty-one (21) calendar days of the Dean/Director first being made aware of the situation.

- (b) Where the College is contemplating disciplinary action, the Dean/Director or his/her designate shall first discuss the matter with the faculty member, and if the matter is not resolved, notify the faculty member in writing:
- (i) of the College's understanding of the issue which may result in disciplinary action being taken;
 - (ii) whether the faculty member is being suspended pending investigation. A suspension pending investigation will only be applied where there is reasonable grounds for believing that the faculty member has been guilty of gross misconduct, neglect of duty or that the continued presence of the faculty member is detrimental to the well-being of the College.
 - (iii) of the date, time and location of a disciplinary hearing. Such notice shall be issued at least five (5) working days prior to the hearing.
 - (iv) of the faculty member's right to attend this meeting with a representative of the Association or another employee selected by the faculty member.
- (c) The Association shall be copied on all such correspondence.
- (d) The College will inform the faculty member of its decision within five (5) working days of the conclusion of the hearing.

Should the faculty member or the Association disagree with the decision of the College, a grievance must be filed in accordance with 5.3.1 of the Collective Agreement.

In the application of this clause, the College is deemed to have notified or informed the employee where the College has directly advised the faculty member or provided notice in writing to the employee's last known address as recorded in the employee's personnel file.

8.2.2 General Provisions

.2.2 General Provisions

- (a) Clause 8.2.1 does not supersede the right of the faculty to appeal any suspension to the College Board, pursuant to Section 28(1) of the College and Institute Act.
- (b) Timelines as specified in Clause 8.2.1 may be waived by written agreement between the College and the Association.

8.2.3 Conflict of Interest

.2.3 Conflict of Interest

If a faculty member is perceived to be in conflict of interest, a formal complaint shall be laid.

ARTICLE 9 - JOB SECURITY

ARTICLE 9 - JOB SECURITY

9.4 Creation of Regular Positions

.4 Creation of Regular Positions

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

- (i) In January and February of each year, the Dean/designate shall review the instructional work for the current academic year and incorporate known additions and deletions, including temporary work for the next academic year.
- (ii) This review shall account for instructional work already committed to as part of the ongoing workload of full-time and part-time regular faculty and full-time and part-time term faculty.
- (iii) Any instructional work not committed, inclusive of known temporary work, shall be reviewed to determine the amount of work which will be available in each of two of three semesters for the next academic year.
- (iv) The College shall review the summaries of the Education Plan and identified available work with the departmental Association representative or designate by April 15.

The departmental Association representative or designate shall review the available work plan based on the information provided and shall confirm acceptance, or where there is disagreement, provide reasons.

- (v) Work identified as available work in accordance with Article 9.4 (iii) shall be offered to faculty in the discipline/ program in the following priority order, subject to scheduling requirements and faculty being qualified for the available work:
 1. part-time regular faculty in order of FTE service up to a full workload.
 2. part-time term faculty in order of FTE service up to a full workload.
- (vi) Part-time regular and part-time term faculty will be initially offered additional available work by April 15. Faculty will have seven (7) calendar days to advise the College whether they accept the additional available work. Where a part-time faculty member rejects additional work for that academic year, when not on an approved leave, he/she shall not be subsequently offered available work unless he/she notifies the Administrator in writing of his/her willingness to accept additional work.
- (vii) Where a regular part-time faculty member has a workload in each of four consecutive years that exceeds his/her regular or term workload and the workload has not been added to his/her established workload because it was based on temporary assignments, then this work shall become part of his/her regular established workload if it has been assigned for a fourth year. Where his/her workload has exceeded the initial established workload, but not on a consistent basis, the minimum annual amount worked in the previous three academic years shall be his/her newly established workload where it is assigned at the beginning of the fourth year.

Ongoing workload becomes part of his/her established workload at the time of assignment.

Once work has become part of a faculty member's established workload, the provisions of Article 6.6 shall apply where there is a reduction in this workload.

Note: Since available work will be converted into regular or term positions during the Winter of 1993, the first year of the four years required to determine the establishment of the additional workload will occur during the 1993 academic year.

- (viii) Where a faculty member does not accept the workload, the work shall be offered to the next eligible faculty member using the process set out in (iv) and (v) until the work has been offered to all qualified part-time regular and term faculty who are available and can be scheduled to provide the instruction.
- (ix) Where available instructional work remains after the process set out in (iv) to (vii) has been completed, then the College shall identify the remaining available work which is half-time or more and offer it in the following priority order:
 1. qualified regular faculty with recall rights in order of FTE service as a regular employee in the discipline/ program.
 2. qualified term faculty with recall rights in order of FTE service as a term employee in the discipline/program.
 3. through the internal selection process.
 4. through the external selection process.

Full-time positions, as opposed to part-time positions, will be established where possible.
- (x) A faculty member may be required to provide instruction on weekends or during the Summer semester if this is where the available work, which results in his/her position being established, exists.
- (xi) Where additional instructional work of half-time or more becomes available after April 1, but prior to July 1, e.g. temporary assignments, the College shall fill these positions following the process set out in (iv) to (viii).
- (xii) Where additional instructional work of half-time or more becomes available after July 1 and prior to August 31, the College shall offer this work to qualified faculty with recall rights.
- (xiii) Except as otherwise filled through (xi), additional instructional work that becomes, or is, available for the next academic year, after July 1, the College shall offer this work to qualified faculty who can be scheduled to do the instruction, in the following order.

1. part-time regular faculty in order of FTE service up to a full workload.
2. part-time term faculty in order of FTE service up to a full workload.
3. contract faculty.

(xiv) Work awarded under (xiii) 1 and 2 shall be paid at contract rates and shall not be considered as part of the established workload of a term or regular employee. Where this work continues for the duration of a second or third consecutive semester, then this work shall be paid at regular rates.

(xv) Nothing in this Collective Agreement prevents the College from establishing an ongoing regular position where the College determines an ongoing regular position is required.

9.6 Payment for Preparation of Courses Not Taught

.6 Payment for Preparation of Courses Not Taught

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.

9.7 Cancellation of Contracts

.7 Cancellation of Contracts

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

9.7.1

.7.1

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

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

Such action would not be subject to the grievance procedure.

9.7.2

.7.2

If four months' notice of intended termination is given, 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.

ARTICLE 10 - HOURS OF WORK/WORKLOAD

ARTICLE 10 - HOURS OF WORK/WORKLOAD

10.2 Contact Hours

.2 Contact Hours

(a) <u>Type of Instruction</u>	<u>Contact hours</u>
Classroom Related	16
Reality Environment	18
Simulation Environments	24
Individual Learning	24
Practicum Supervision	32
Counselling	35
Research and Development	35
Library Related	35
Community Programmers	35

- (b) Work schedules within the limits contained in 10.2 (a) shall be delivered in co-operation with the Administrator responsible.

Notwithstanding the thirty-five (35) hours per week for counselling, the maximum number of scheduled (pre-planned) client appointment hours shall be twenty-four (24) hours per week.

- (c) (i) The average teaching load is determined over an entire academic year; eighteen (18) hours of instruction per week in one semester and fourteen (14) in the other, for example, constitute an average teaching load of sixteen (16) hours for classroom related instructors.

- (ii) In exceptional circumstances a regular faculty member may request to average the teaching workload over a longer period. In these circumstances, the faculty member shall submit a plan, in writing, regarding accountable and vacation time to the appropriate Convenor/Co-ordinator and Administrator for approval.

Notwithstanding Article 12.2 (d) and 12.2 (c) plans may provide for a carryover of up to forty-two (42) professional development days and eighty-four (84) vacation days.

To facilitate these situations, the distribution of work, as per Article 9.4 (xiii), does not apply.

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

- (iii) No instructor will be required to accept into a course section a number of students greater than that specified in the course outline approved through the College Governance System.
- (d) There will be a maximum of seven (7) hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed to by the Association.
- (e) Nothing in this section is to be construed that:

- (i) the classroom contact hours must be seven (7) hours total per day, or
 - (ii) those contact hours so stated are the total hours work expected from faculty members.
- (f) Nothing in this section will be construed in such a way as to increase the instructional work load schedule over the load prescribed by past practices. The load for an instructor teaching in more than one instructional mode is prorated.
- (g) Placement of disciplines/programs within this policy shall be undertaken by the Administrator responsible, in consultation with the faculty members in the discipline or program.
- (h) No faculty member shall be required to work a day consisting of more than ten (10) hours from the beginning of the first work assignment to the end of the last work assignment without his/her consent in writing.
- (i) There shall be a minimum of twelve (12) hours between the end of a faculty member's last work assignment on one day and the start of his/her work assignment on the next day, unless he/she gives prior consent in writing.
- (j) (i) No faculty member shall be required to work on Saturday, except as established by past practice. In the event that regular, term and contract faculty within the pool decline Saturday work, the College will employ other contract faculty members, as selected through Article 6.4.10 who agree to Saturday employment.
- (ii) No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
- (iii) Notwithstanding 10.2 (j)(i) and (ii) a faculty member may be required to provide instruction on weekends if this is where the available work which results in his/her position being established exists.

10.2.1

.2.1

No contract faculty member shall be refused a contract as a result of the application of sections 10.2 (h) or 10.2 (i). If a contract faculty member should lose work through withholding consent under Article 10.2 (h) or 10.2 (i), the College shall attempt to reschedule the contract instructor's work assignment, such rescheduling to be subject to the operational requirements of the College.

10.2.2 Counsellors, Librarians & Community Programmers

.2.2 Counsellors, Librarians & Community Programmers

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

10.2.3 Student Interview Hours

.2.3 Student Interview Hours

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

10.3 Overloads

.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

.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.

10.4.2 Assignment of Other Duties

.4.2 Assignment of Other Duties

- (a) The College may allocate program/curriculum development projects or special projects to faculty and on such occasions shall provide adequate time to accomplish the agreed-upon task.
- (b) The Association shall be provided with details of such time releases, including the faculty member involved, the amount of time provided, and the duties undertaken. This applies to those normally teaching but released from teaching.
- (c) In the case of program development projects of duration of one semester or more, notice shall be given to all faculty of the proposed projects and applications invited. Selection and appointment shall be in accordance with the principles of Article 6.4.
- (d) In the case of program development projects of duration of less than one semester, the advice of the appropriate discipline or program group will be sought prior to the appointment of personnel to the project.

10.5 Travel

.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) A mileage allowance of 29 cents per kilometer will be paid for authorized College travel 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) 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 07 (Business) premium that is over and above that for Class 02 (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 07 vehicle insurance when necessary.

10.9 General Provisions - Reduced Workload

.9 General Provisions - Reduced Workload

- (a) A faculty member with a reduced work load shall be treated the same as a regular part-time employee for the purposes of determining his/her rights and obligations under this Collective Agreement, except as amended by this article.
- (b) Benefit premiums for faculty working a reduced work load shall be prorated.
- (c) Faculty members with a reduced work load shall not be eligible for contract work.

10.9.1 Temporary Workload Reduction

.9.1 Temporary Workload Reduction

A temporary workload reduction of one-half time or less may be requested by a regular post-probationary full-time faculty member. Faculty requesting a temporary workload reduction may do so by applying for a partial leave of absence in accordance with Article 12.15 - Leave of Absence Without Pay. A temporary workload reduction is for a period of time not to exceed two (2) years.

10.9.2 Permanent Workload Reduction

.9.2 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 discipline/ program Selection Committee. Faculty members who engage in a workload reduction are expected to carry out their full share of regular faculty responsibilities on a prorated basis.
- (c) Applications for workload reduction shall be made to the Dean/Director for review and consultation with the appropriate Selection Committee.

- (d) Applications shall be reviewed to ensure that the application satisfies program and educational requirements, that there are suitably qualified replacements, and the commitment made by the participating faculty members to fulfil non-instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the Dean. Should the Dean 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 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.

10.9.3 Office Space

.9.3 Office Space

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).

10.9.4 Parking

.9.4 Parking

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

10.10 Professional Development Process

.10 Professional Development Process

- (a) Each department shall have a Professional Development Committee consisting of the department Dean/Director, and elected members.
- (b) The elected members shall be at least three (3) in number and shall be elected at a department meeting to be held in May each year.
- (c) One of the elected members shall serve as Professional Development Chairperson.
- (d) One of the elected members shall serve as the department's representative to the Educational Leave Committee; this elected member shall serve for two (2) academic years.
- (e) The department/discipline committees have the responsibility of promoting, within the department/discipline; activities to enhance the academic, technical, and educational standards of the department/discipline. The College shall provide the appropriate department/discipline Professional Development Committee with copies of any reports on professional development activities funded under Article 10.10.
- (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 10.10 (g) that have not been recommended by the Professional Development Committee.

- (g) A budget of \$500 for each full-time equivalent faculty member as of October 31st prior shall be allocated to each department committee for the fiscal year. At the end of the fiscal year, all unspent monies shall be carried forward to the following fiscal year on a departmental basis.
- (h) Three times a year - March 30, September 30 and January 30 - the College shall provide the departmental Professional Development Committee with a listing of the departmental professional development funds committed and expended.

10.10.1 Orientation of New Faculty

.10.1 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.

10.10.2 Professional Development Program

.10.2 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.

10.10.3 Normal Duties

.10.3 Normal Duties

- (a) The ten (10) months accountable time includes such activities as teaching, the counselling of students, curriculum and professional development and participation on a variety of educational committees.

- (b) Within the ten (10) month accountable time, all regular and term faculty members will normally be assured a minimum of one (1) month professional and curriculum development time.
- (c) At least one (1) month before the commencement of any period of professional development, the faculty member concerned may be requested by the College to submit to the appropriate Professional Development Committee and Administrator an outline of his/her proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Administrator.
- (d) If the needs of the College demand, and if the Administrator requests him/her to do so, a faculty member may carry over a portion of his/her annual curriculum and professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the Administrator responsible. Such carryover of curriculum and professional development time shall occur with the agreement of the faculty member.
- (e) There is an inherent assumption that the duties of regular and term faculty members involve responsibilities beyond those expected of contract faculty.

ARTICLE 11 - SALARIES

ARTICLE 11 - SALARIES

11.1 Salary Scale

.1 Salary Scale

<u>Step</u>	<u>Annual Salary</u>		<u>Step Annual Salary</u>	
	<u>April 1, 1995</u>	<u>March 31, 1997</u>	<u>April 1, 1997</u>	<u>March 31, 1998</u>
1	43,180		14	43,900
			13	45,400
2	45,301		12	46,900
			11	48,400
3	47,362		10	49,900
			9	51,400
4	49,276		8	52,900
			7	54,400
5	51,408		6	55,900
			5	57,400
6	53,456		4	58,900
			3	60,400
7	56,078		2	61,900
			1	63,400
8	58,723			
9	61,812			

NOTE: Before moving to the new scale faculty will receive .88%, then move to the first level that is higher than current salary.

11.1.1 Salary Schedule**.1.1 Salary Schedule**

	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>May 1, 1994 - March 31, 1997</u>		
			<u>Monthly FT Equiv.**</u>	<u>Weekly FT Equiv.</u>	<u>Hourly Rate</u>
Classroom Related	16	\$1517	\$4551	\$1050	\$65.63
Reality Environment	18	1517	4551	1050	58.33
Simulation Environment	24	1517	4551	1050	43.75
Individual Learning	24	1517	4551	1050	43.75
Practicum Supervision	32	1517	4551	1050	32.81
Counselling/Research and Development/ Librarian Related Community Programmers	35	1517	4551	1050	30.00

	<u>Contact Hours</u>	<u>Per Semester Credit*</u>	<u>April 1, 1997 - March 31, 1998</u>		
			<u>Monthly FT Equiv.**</u>	<u>Weekly FT Equiv.</u>	<u>Hourly Rate</u>
Classroom Related	16	\$1558	\$4674	\$1079	\$67.44
Reality Environment	18	1558	4674	1079	59.94
Simulation Environment	24	1558	4674	1079	44.96
Individual Learning	24	1558	4674	1079	44.96
Practicum Supervision	32	1558	4674	1079	33.72
Counselling/Research and Development/ Librarian Related Community Programmers	35	1558	4674	1079	30.83

This is inclusive of vacation pay.

* Presumes standard 3-credit course

** Normal monthly maximum

11.1.2 Salary Rate**.1.2 Salary Rate**

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

11.1.3 Music Instruction**.1.3 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.

11.1.4 Guided Study Course Contracts

.1.4 Guided Study Course Contracts

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

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

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

11.3 Payment of Salaries

.3 Payment of Salaries

Effective April 1, 1997 Regular/Term faculty shall be paid semi-monthly.

11.3.1 Payment of Salaries

.3.1 Payment of Salaries

Effective May 1, 1997 Contract faculty shall be paid semi-monthly.

11.3.2 Required Deductions

.3.2 Required Deductions

- (a) Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.
- (b) Required E.I. (Employment Insurance) contributions are deducted in accordance with existing legislation.

11.4 Initial Placement on Salary Scale

.4 Initial Placement on Salary Scale

Effective April 1, 1996 existing term/regular faculty hired into term positions starting with the Fall 1993 semester and before April 1, 1996 will receive scale adjustments, using the existing Douglas College scale, and determined as follows:

- (i) For each faculty member it will be assumed that at time of hire they were placed on scale using qualifications and experience to a maximum of Step 4 of the existing scale.

The language to be used for this scale placement will be the scale placement language from the 1990/91 Douglas College/DCFA Collective Agreement or the revised scale placement language as set out below for new term employees, whichever puts the faculty member at, or closest, to Step 4.

- (ii) Added to this scale placement adjustment will be FTE service for increment step purposes since the date of hire into a term position. (This has already been calculated as part of the existing system of scale placement and salary progression).

Faculty will then be moved on the Douglas scale to this new step on scale rate retroactive to April 1, 1996.

- (iii) The new scale placement on the existing Douglas College scale will then be used to determine the new salary step on scale as per the framework agreement (April 1, 1997).

The same process to determine the step on scale will be applied to term/regular faculty hired after April 1, 1996 up to and including term/regular faculty hired for the Winter 1997 semester except that any retroactive adjustment will be limited to the date of hire.

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

Commencing with employees hired after the Winter 1997 semester initial placement on scale shall be determined on the common salary scale developed through the industry framework negotiations.

However, in no case can this scale placement language result in scale placement on the framework scale above the annual increment step closest to \$49,710 (rounded to the nearest dollar). (This figure represents Step 4 on our current scale including the .88% increase.)

The following criteria shall be used to determine the number of steps beyond Step 14 at which any employee shall be initially placed.

One additional step for a degree at the Bachelor level

OR

Two additional steps for a Masters Degree

OR

Four additional steps for a Ph.D Degree.

Once placement has been determined utilizing academic credentials, then additional steps may be awarded as follows:

One (1) additional step for each year of post-secondary teaching experience

One (1) additional step for professional certification recognized by the discipline requiring additional work and study beyond that required for a degree, such as a C.A., C.G.A., CMA (RIA).

One (1) additional step for each two (2) years of teaching experience other than post-secondary to a maximum of two steps.

One (1) additional step for each two (2) years of relevant employment experience to a maximum of five (5) steps.

If a faculty member gains an additional academic credential prior to reaching the scale bar (\$49,900) the faculty member will be credited with the appropriate increment step, not to exceed the maximum \$49,900).

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

Conventions for calculating and identifying work/educational experience and qualifications shall be the same as existed prior to the implementation of the 1992 Collective Agreement.

11.8 Advancement on the Salary Scale

.8 Advancement on the Salary Scale

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

ARTICLE 12 - LEAVE, PAID AND UNPAID**ARTICLE 12 - LEAVE, PAID AND UNPAID****12.1 General Holdidays****.1 General Holdidays**

The following are designated as paid General Holidays:

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Eve Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Labour Day	New Year's Eve Day
New Year's Day	

and any other day proclaimed as a holiday by Federal or Provincial Government legislation.

12.2 Vacation**.2 Vacation**

- (a) The faculty contractual year will consist of twelve (12) months of which two (2) months shall be the vacation period.
- (b) In consultation with all available regular and term faculty, the Administrator responsible shall determine suitable levels of operation to be maintained at varying times of the year and set guidelines for the scheduling of vacation time.
- (c) If the needs of the College demand and if the Administration in writing requests him/her to do so, a faculty member may carry over a portion of his/her annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with his/her regular annual vacation, as may be agreed between the faculty member and the Administrator responsible. Such carryover of vacation shall occur only with the agreement of the faculty member.

12.6 Educational Leave**.6 Educational Leave****12.6.1****.6.1**

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

12.6.2**.6.2**

Educational Leave may be used for any of the following:

- updating experience in business, industry, community service, etc.;
- studying in depth comparative systems and methods at different institutions;
- studies relevant to the College curriculum;

- studying new technological developments related to the instructional or administrative role of the faculty member; and
- scholarly research or other activities calculated to be of mutual benefit to the College community and the faculty member.

12.6.3

.6.3

All regular faculty members are eligible for the two options specified in 12.6.5 and 12.6.6, provided that minimum service requirements have been satisfied prior to commencement of the leave, and that a suitable replacement can be found for the period of absence. Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

12.6.4

.6.4

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 term experience for minimum service requirements shall be eligible to take Educational Leave until he/she has completed two years of regular service.

12.6.5

.6.5

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

12.6.6

.6.6

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

12.6.7

.6.7

Variations in the dates of Educational Leave are possible.

12.6.8

.6.8

Faculty on Educational Leave shall receive as salary 80% of the salary a faculty member would otherwise receive were he/she not on leave, unless the faculty member receives a grant, bursary, stipend, salary or other award, the value of which exceeds 20% of salary during the leave period: should this occur, the College will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. There is no limit to the amount of grants a faculty member may receive on leave.

12.6.9

.6.9

The College will expend an amount equal to 2% of the regular and term faculty members' salary budget to pay the salaries of faculty members on Educational Leave during the fiscal year.

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

The Association shall be notified of this amount based on the nominal roll as of January 1.

12.6.10

.6.10

Three times a year - March 30, September 30 and January 30 - the College shall provide the Association with a list of the funds committed and expended for Educational Leave purposes.

12.6.11

.6.11

Members of the faculty on Educational Leave will receive any salary adjustments for which they would normally be eligible. The College will continue its full contributions to the benefit plans outlined in Article 13 for faculty members on Educational Leave.

12.6.12

.6.12

Travelling expenses or special allowances awarded under terms of any scholarship or grant will not affect the faculty member's salary.

12.6.13

.6.13

The College's contribution towards the Educational Leave salary shall be a debt by the faculty member to the College which shall be cancelled after a period of one year's FTE service following a one-semester leave or two years' FTE service following a one-year leave; any debt adjustment shall be in these proportions.

12.6.14

.6.14

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

- written applications are to be submitted to the Administrator responsible, who will circulate the application to the appropriate groups (e.g. discipline, program, campus) and the applicant's Vice-President for comment on the value of the Educational Leave and the desirable form of replacement.
- the application together with the comments and recommendations will then be submitted to the Educational Leave Committee, with a copy to the applicant.
- the Educational Leave Committee will request the applicant to appear before the Committee to support his/her application.

12.6.15

.6.15

The Educational Leave Committee will consider all applications submitted by the October 15 date, and by January 15 will forward their ranked recommendations together with their rationale for same to the College President. The Committee's report will state which applications it believes should be granted. The committee will send a copy of its report to the applicants.

12.6.16**.6.16**

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

12.6.17**.6.17**

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

12.6.18**.6.18**

The Educational Leave Committee shall be composed of one representative elected from each department/area Professional Development Committee, and the Administrator responsible. The elected representatives shall serve for two academic years with half of the members being elected in alternate years. The chairperson of the Committee shall be elected by and from the Committee and shall serve for one (1) calendar year.

12.6.19**.6.19**

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.

12.6.20**.6.20**

Faculty are required within two months of returning to submit a final report to the Administrator responsible and their 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.

12.6.21**.6.21**

Time spent on Educational Leave under this article shall count as full-time equivalent (FTE) service for the purposes of Article 6.6.

12.6.22**.6.22**

Upon returning from any leave of absence under Article 12.9 to 12.16 inclusive or Article 12.6, 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 6.6.

12.9 Bereavement Leave**.9 Bereavement Leave**

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

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

Spouse equivalent, for the purpose of this clause, is defined as a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least two (2) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other such relationships.

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

12.10 Maternity, Parental and Adoption Leaves**.10 Maternity, Parental and Adoption Leaves****(a) Maternity Leave**

- (i) An employee, on her written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of 18 consecutive weeks or a shorter period the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.
- (ii) A request made under subsection (i) should be made as soon as possible, but in any event must:
 - be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and
 - be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.
- (iii) Regardless of the date of commencement of the leave of absence taken under (i), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.

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

(b) Parental and Adoption Leave

- (i) An employee on his/her written request for parental leave is entitled to a leave of absence from work, without pay, for a period of fifty-two (52) consecutive weeks (inclusive of maternity leave) or a shorter period as requested by the employee, commencing:
- in the case of the natural mother, immediately following the end of the maternity leave taken under Article 12.10 (a) unless the employer and employee agree otherwise,
- and in the case of a natural father, following the birth of the child and within the fifty-two (52) week period after the birth date of the new born child, and
- (ii) in the case of an adopting mother or father, following the adoption of the child and within the fifty-two (52) week period after the date of the adopted child comes into the actual care and custody of the mother or father.
- (iii) A request made under 12.10 (b) should be made as soon as possible, but in any event at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave.

These requests will be accompanied by a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided under 12.10 (a), or a letter from the agency that placed the child providing evidence of the adoption of the child.

(c) Benefits and FTE Service

- (i) The services of an employee who is absent from work in accordance with this article shall be considered continuous for the purposes of severance pay, vacation entitlement/pro rata vacation pay, and any pension, medical or other plan beneficial to the employee, and the employer shall continue to make payment to the plan in the same manner as if the employee were not absent where:
- the employer pays the total cost of the plan, or
- the employee elects to continue to pay his/her share of the cost of a plan that is paid for jointly by the employer and the employee.
- (ii) An employee on maternity leave shall have service credited for the duration of the eighteen (18) week leave for the purposes of increments. An employee who goes on a parental leave or adoption leave shall have service credited for the period of the leave to a maximum of fourteen (14) weeks. In no case shall the total credit of FTE service for the purposes of increments exceed thirty-two (32) weeks.

12.13 Jury Duty and Court Appearance**.13 Jury Duty and Court Appearance**

- (a) When summoned to serve on a jury, or when summoned or subpoenaed to appear in court or as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence with pay.
- (b) When a faculty member is required to appear in court in his/her own defence, he/she shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 8.2.1.
- (c) A faculty member in receipt of his/her regular salary and benefits while serving at court shall reimburse to the College all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the College.

12.15 General Leave, Unpaid

.15 General Leave, Unpaid

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

Applications shall be made in writing to the Administrator responsible.

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

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

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

- (b) Where a leave approximating one (1) year in length is granted, the faculty member's contract shall be deemed to be extended from August 31st of the year of expiration stated in the contract to August 31st next following.
- (c) No salary increment is payable for a period of leave of absence without pay unless the College President, upon written request from the faculty member concerned, decides the leave is spent in activities relevant to the College curriculum. In this case the faculty member will receive any salary adjustments for which he/she would normally be eligible. In the event that the College President judges that the activities are not relevant to the College curriculum, he/she will advise the faculty member as to the reasons for his/her decision in writing before the leave commences.
- (d) No benefits shall be payable by the College for an employee on leave without pay, except as provided in this Agreement. If an employee proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefits, the College shall remit these payments to ensure continuing coverage: life insurance, medical services, dental plan, subject to the College's contract with the insurer.

- (e) The College will contribute its share of life insurance, medical and dental premiums on behalf of employees proceeding on maternity or adoption leave if the employee's contributions are remitted within fifteen (15) days of proceeding on leave, subject to the College's contract with the insurer.
- (f) For leaves of longer than two months, the faculty member, no later than two months prior to the scheduled expiration of the leave, must confirm in writing his/her intent to return.
- (g) Employees shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty contract year.

12.15.1 Leave of Absence Without Pay - Contract Faculty

.15.1 Leave of Absence Without Pay - Contract Faculty

Contract instructors who are unable to fulfil the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s).

12.15.2 Deferred Salary and Guaranteed Leave

.15.2 Deferred Salary and Guaranteed Leave

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

The terms of the Deferred Salary and Guaranteed Leave Plan will not be changed without the mutual agreement of the College and the Association. Note: Also see workload reduction 10.9 (b)

12.16 Political Leave

.16 Political Leave

- (a) To enable a regular faculty member to contest a federal, provincial or municipal election, a political leave of absence without pay may be granted by the College for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions.:
 - (i) The work of the division of the College will not suffer unduly;
 - (ii) The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period;
 - (iii) The regular faculty member will pay the College's share of fringe benefit premiums.
- (b) In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the College.

- (c) In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one (1) term of political office. Such a leave of absence will be governed by the provisions of 12.15.
- (d) Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, premises, or with College equipment/services.

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

ARTICLE 13 - HEALTH AND WELFARE BENEFITS

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

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

13.1 B.C. Medical Services Plan

.1 B.C. Medical Services Plan

The College is registered with an agency which is contracted to provide a basic medical plan for all regular and contract employees in accordance with the Medical Services Act of the province.

The monthly cost of the medical services plan is paid 100% by the College for each full-time faculty member, and on a pro rata basis for all others.

13.2 Extended Health Benefits

.2 Extended Health Benefits

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

The Extended Health Benefit includes the cost of necessary eye glasses and contact lenses. The EHB policy will pay 80% of the actual cost to a maximum reimbursement of \$200.00 over a twenty-four (24) month period.

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

All Extended Health Benefit claims are subject to an annual \$25.00 deductible.

The monthly cost of the medical services plan is paid 100% by the College for each full-time faculty member, and on a pro rata basis for all others.

13.3 Dental Plan

.3 Dental Plan

The College pays the entire premium of a comprehensive dental plan. The plan pays for service to the faculty member and dependents on the following basis:

- (a) 100% of routine treatment, including diagnostic, preventive, surgical and restorative services, prosthetic repairs, endodontics and periodontics;

(b) 60% of major treatments such as crowns, bridges and dentures.

(c) 50% of orthodontic treatment to a lifetime maximum of \$2,500.

The parties agree that any savings realized by the E.I. reduction program will accrue to the College to be applied as an offset against the total cost of providing health and welfare benefit plans pursuant to Article 13.

13.4 Group Life Insurance and Accidental Death and Dismemberment

.4 Group Life Insurance and Accidental Death and Dismemberment

The College provides life insurance for all regular faculty members. Participation in this plan is a condition of employment.

The premiums for the life insurance plan are shared equally by the College and the faculty member.

The College agrees to make available optional voluntary life insurance (maximum \$100,000) subject to the employee meeting insurance company requirements. All premiums for this optional life insurance will be paid by the employee.

13.5 Sick Leave

.5 Sick Leave

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

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

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

13.5.1 Short Term Income Protection Program

.5.1 Short Term Income Protection Program

A faculty member absent more than thirty (30) days, due to illness or injury, receive benefits from the Short Term Income Protection (STIP) Plan beginning on the 31st day of illness/injury.

The STIP plan shall provide 70% of a faculty member's regular monthly base salary. The monthly maximum specified in the plan shall be \$5,000.00. The STIP shall be a one hundred and eighty two (182) day plan.

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

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

Coverage is by means of a policy, issued by the insurance company and should be consulted for full details.

13.6 Long Term Disability

.6 Long Term Disability

A faculty member absent more than two hundred and twelve (212) days due to injury or illness receives benefits from the Long Term Disability Plan (LTD).

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

Premiums for the LTD plan shall be paid by the employee and as a result benefits are not taxable.

The definition of gainful employment in the plan as it applies after the initial assessment period shall stipulate that gainful employment includes the provision that the income level shall be set at least 70% of pre-disability earnings indexed.

The sole purpose of this clause is to set the percentage of pre-disability earnings and is not intended to otherwise alter the terms of the plan or make it arbitrable.

Consistent with past practice, LTD recipients will continue to receive health and welfare benefits as employees for the length of time they remain on LTD after the initial assessment period.

Coverage is by means of a policy, issued by the insurance company and should be consulted for full details.

13.7 Pension and Retirement Provisions (College Pension Act)

.7 Pension and Retirement Provisions (College Pension Act)

Faculty must contribute unless exempted by the Superannuation Commissioner following a resolution of the College Board made within thirty (30) days of beginning employment. The Act should be consulted for details.

13.10 Contract Faculty Benefits

.10 Contract Faculty Benefits

- (a) Contract appointments that fall under Article 1.4 (c) will be eligible, upon application, for the following health and welfare benefits:

M.S.P., E.H.B., Group Life and Dental.

These premiums will be prorated when the percentage of employment equals or exceeds twenty-five percent (25%) of a full-time workload as defined by the mode of instruction in Article 11.1.1.

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

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

- (c) Where a contract faculty member wishes to extend benefit coverage for a minimum of thirty (30) days, up to a maximum of one hundred thirty (130) days, he/she shall notify the employer, in writing, of his/her intent to do so a minimum of twenty-one (21) days prior to the termination of his/her existing contract(s).
- (d) Where a contract faculty member is extending their benefit coverage beyond his/her existing contract(s) for a minimum of thirty (30) days, the employee shall pay the cost of the premiums, in advance, in accordance with procedures established by the employer. Failure to provide payment of such premiums in advance will result in the cancellation of benefits coverage.
- (e) Where a contract faculty member who is currently covered under the benefit plan(s) is in receipt of a new contract(s) that would qualify him/her for benefits, and have authorized prorated premium deductions, their existing level of benefit coverage will continue up to the date of the commencement of the new contract(s).
- (f) Where a contract faculty member is continuing benefits up to the commencement date of a new contract(s), the premiums shall be deducted from the first pay cheque received under the new contract(s).

ARTICLE 14 - PROTECTION OF EMPLOYEES

ARTICLE 14 - PROTECTION OF EMPLOYEES

14.2 Sexual and Personal Harassment

.2 Sexual and Personal Harassment

Douglas College and the Association are committed to providing a learning and working environment which is free from sexual and personal harassment. The College and the Association consider harassment to be a serious violation of an individual's fundamental rights. Members of the College community who engage in harassment may be subject to a range of disciplinary measures, up to and including suspension, or dismissal.

Sexual Harassment

- (a) Sexual harassment is defined as verbal or physical behaviour of a sexual nature which is unwanted or unwelcome by the complainant and which the subject of the complaint ought reasonably to have known was unwanted or unwelcome. Such behaviour could include, but is not limited to:
- touching, patting or other physical contact;
 - leering, staring or the making of sexual gestures;
 - demands for sexual favours which may imply or express promise of reward, reprisal, threat of reprisal, denial of opportunity or threat of denial of opportunity;

- sexist jokes and practical jokes of a sexual nature told or carried out after having been advised that the conduct is embarrassing or offensive, and such jokes that are by their nature embarrassing or offensive;
 - unwelcome and unnecessary remarks of a sexual nature about a person's body, clothing or sexual activities;
 - distribution or display of sexual or offensive pictures or other materials;
 - unwanted sexual invitations.
- (b) To constitute harassment, behaviour may be repeated or persistent or may be a single incident.
- (c) The legitimate study of topics of a sexual nature is not considered sexual harassment.

Personal Harassment

- (a) Personal Harassment is defined as inappropriate conduct which by a reasonable standard creates an abusive or intimidating work environment and serves no legitimate work-related purpose.
- (b) This definition encompasses but is not limited to verbal or physical behaviour directed at an individual, that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation in accordance with B.C. Human Rights legislation.
- (c) Personal harassment may occur as a single incident or over a period of time. A combined series of incidents - of which any one in isolation would not necessarily be considered personal harassment - may also constitute harassment.
- (d) Other examples of personal harassment could include but are not limited to:
- physical threat, intimidation or unwelcome physical contact such as touching, patting, pinching, and punching
 - implied or expressed threat of reprisal or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose
 - display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons.
 - jokes, including practical jokes, that are discriminatory or derogatory in nature that are told or carried out after having been advised that the conduct is embarrassing or offensive, and such jokes that are by their nature embarrassing or offensive.
- (e) The legitimate study of topics related to personal harassment is not considered to be harassment.

14.2.1 Complaint/Grievance Process for Sexual and Personal Harassment

.2.1 Complaint/Grievance Process for Sexual and Personal Harassment

An employee who believes that he/she has been harassed and who is considering the initiation of a complaint or a grievance may begin by reviewing the matter with an Harassment Advisor. If the matter is not resolved at this level, then the following procedures may be used.

(a) Informal Complaint Procedure for Sexual and Personal Harassment

- (i) The employee may file a complaint to Vice-President College Development or designate(s), who shall investigate the matter.

Where the complaint is filed against the Vice-President College Development, the College shall appoint another designate.

- (ii) Upon receipt of the complaint, the Vice-President or designate shall notify the President of the Association in writing.
- (iii) The Vice-President or designate will investigate the complaint. The investigation must be concluded within fourteen (14) days of the Vice-President receiving the written complaint.
- (iv) In the event a faculty member is the subject of an harassment allegation, the faculty member shall have the right to Association representation at all meetings or interviews where the faculty member's presence is requested by the Vice-President or designate in connection with these allegations.
- (v) The Vice-President or designate may request an extension for the investigation period from the Association President or designate. If granted, the extension shall not, in any event, be longer than twenty-one (21) days from the date of the written complaint.
- (vi) The Vice-President or designate who has investigated the incident, shall complete a written report within three (3) working days of completion of the investigation.

(b) Grievance Procedure for Sexual and Personal Harassment

A faculty member may process complaints about harassment through the grievance procedure commencing at Article 5.3.1. However, if the faculty member chooses to first follow the informal complaint procedure and the matter is not resolved to her/his satisfaction, a grievance may be filed commencing at Article 5.3.1 (g).

- (i) Where a person who is the subject of the complaint/grievance is the management representative at any step of the grievance procedure, then the Association may bypass that step of the procedure or present the grievance to another appropriate management representative;
- (ii) Association representatives in the course of investigating a complaint/grievance of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint/grievance;
- (iii) An arbitrator, in the determination of a grievance of harassment, shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;

- (iv) Where the grievor and the person who is the subject of the grievance are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the grievance.
 - (v) If it is determined necessary to separate the work locations of the grievor and the person who is the subject of the complaint/grievance, it is agreed that the grievor will not be moved against his/her wishes.
 - (vi) No information relating to the personal background or lifestyle of the grievor or person who is the subject of the grievance, shall be admissible during the grievance or arbitration process.
- (c) In the event that a faculty member is the subject of a grievance under this article, the faculty member shall have the right to know what allegations have been made against him/her, and shall have the right to Association representation at all meetings, interviews, and hearings where the faculty member's presence is requested in connection with these allegations.
 - (d) The grievor has the right to Association representation at all meetings, interviews, and hearings where the grievor's presence is requested.
 - (e) All formal grievances under this article shall be initiated within six (6) months of the event. In the case of a series of events, a grievance should be filed as soon as possible, but no later than six (6) months after the last event in the series on which the complaint is based.

A complainant must realize that delay in filing a complaint may make it more difficult for a complaint to be substantiated.
 - (f) If the grievor chooses to file a simultaneous complaint with the Human Rights Commission, the grievor agrees that in so doing, the grievance procedure shall precede such complaint.

14.3 Human Rights/Discrimination

.3 Human Rights/Discrimination

- (a) With reference to the selection of faculty or to the rights, benefits or obligations of faculty, this Agreement will be administered in a manner that is fair and reasonable and without discrimination, except where such discrimination is based on bona fide occupational requirements.
- (b) Nothing in 14.3 (a) shall be interpreted as prohibiting the parties from jointly agreeing to an affirmative action program.

14.5 Technological Change

.5 Technological Change

14.5.1 Notice

.5.1 Notice

When the College intends to introduce technological change or is considering the introduction of technological change:

- (a) the College agrees to notify the Association as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the College shall provide the Association with at least six (6) months' notice that a technological change is intended, with a detailed description of the change it intends to carry out and with a disclosure of all foreseeable effects and repercussions on employees.

14.5.2 Data to be Provided

.5.2 Data to be Provided

The notice and description mentioned in 14.5.1 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the College proposes to effect the changes;
- (c) the approximate number, type, and location of the employee or employees likely to be affected by the change;
- (d) the effects the change may be expected to have on the employee's or employees' working conditions, terms of employment, and security of employment;
- (e) all other pertinent data relating to the anticipated effects on an employee or employees;
- (f) draft changes and additions to the Collective Agreement consequent to the technological change (see 14.5.5).

14.5.3 Notice to Employees Affected

.5.3 Notice to Employees Affected

The notice mentioned in 14.5.1 and the information specified in 14.5.2 shall also be given to the employee or employees who will be affected by the technological change.

14.5.4 Consultation

.5.4 Consultation

Where the College has notified the Association of its intention to introduce a technological change, the parties shall meet within thirty (30) days of the notice and shall endeavour to reach agreement on solutions to the problems arising from the intended technological change and on measures to be taken by the College to protect the employees from any adverse effects.

14.5.5 Resulting Agreements

.5.5 Resulting Agreements

Agreements reached between the parties under 14.5.4 shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Collective Agreement.

14.5.6 Failure to Agree

.5.6 Failure to Agree

Where the parties do not reach agreement within sixty (60) days of the commencement of formal consultation under 14.5.4, and where various matters relating to the affected employees remain unsolved, either party may refer the matter to arbitration under Article 5.3.2.

14.5.7 Effect of Dispute Resolution on Introduction of Technological Change

.5.7 Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the College until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 14.5.5 or arbitration.

14.5.8 Grievances Pertaining to Technological Change

.5.8 Grievances Pertaining to Technological Change

Grievances over the application, operation, or alleged violation of Article 14.5 shall commence at the level of the College President (see Article 5.3.1 (g)).

14.5.9 Reduction in Number of Regular Faculty as a Result of Technological Change

.5.9 Reduction in Number of Regular Faculty as a Result of Technological Change

In the event of a reduction in the number of regular employees as a consequence of technological change, such reduction shall be governed by the procedures for obsolescence/redundancy set out in Article 6.6.

14.8 Copyright

.8 Copyright

- (a) When an employee develops teaching aids, films, outlines, notes, manuals, apparatus, etc., as part of his/her approved professional development, accountable time plan and/or Educational Leave, or as a result of an assigned task, copyright law provides that any copyright rests with the College in the first instance. If a faculty member wishes, he/she may discuss details with the appropriate Dean/Director and an agreement may be reached to give copyright to the instructor.
- (b) In situations, not covered by 14.8 (a), where an employee obtains copyright and incurs significant costs which are borne by the College in producing the copyright material, the employee shall reimburse the College.

14.10 Indemnity: Liability Insurance

.10 Indemnity: Liability Insurance

The College will maintain liability insurance during the term of this Agreement, to fully indemnify employees to a maximum of \$10,000,000 against judgments arising out of actions brought against employees acting in the normal course of their employment with the College.

The College further agrees to retain counsel to defend the employee in any such action and to pay the legal costs and necessary disbursements associated with the defence.

The College agrees to inform the Association of any changes in the coverage.

The College further agrees that no reductions will be made by the College in the policy's terms and fiscal limits without prior agreement of the Association. The policy referred to is that policy transmitted by letter dated February 8, 1982 to the Association.

14.12 Health and Safety**.12 Health and Safety**

Disputes arising out of this article will not be subject to the grievance procedure but will be dealt with by the Health and Safety Committee.

14.12.1**.12.1**

The Association shall appoint one faculty representative to the College's Health and Safety Committee as required under Section 4 of the W.C.B. Industrial Health and Safety Regulations. A copy of all minutes of the Health and Safety Committee meetings shall be forwarded to the Association.

14.15 Retirement Policy**.15 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 and advises the College in writing prior to retirement that he/she wishes to instruct as a contract faculty member, shall retain FTE service for the purposes of claiming contract work of less than half-time.

Benefits will be made available to these faculty in accordance with Article 13.10 until age seventy.

14.22 Administrators Right to Instruct**.22 Administrators Right to Instruct**

Administrators have the right to teach at any time if needs exist and the College President agrees. This shall not operate to displace a full-time faculty member.

14.23 Administrators Moving Into Faculty Positions**.23 Administrators Moving Into Faculty Positions**

Administrators may, at their or the College's request, transfer to a teaching position in their field of expertise at any time if a vacancy exists, and after consultation with the appropriate Selection Committee. This transfer shall take priority over the applications of persons other than full-time instructors. Administrators assuming instructional responsibilities will be governed by Article 6.1 for all instructional activities.

ARTICLE 15 - GENERAL**ARTICLE 15 - GENERAL****15.1 Budgets****.1 Budgets**

(a) Budgets shall be developed in consultation with the faculty members of the appropriate discipline/program/department. Prior to submission to the Vice-President, the departmental budget shall be reviewed and supported/ non-supported at a duly called meeting of the full-time faculty of the appropriate discipline/program/ department.

- (b) The departmental Administrator will then submit his/her budget to the Vice-President identifying support or non-support together with a summary of the concerns and any changes recommended as a result of the faculty review.
- (c) Any additions or reductions to the proposed budget shall be made in consultation with the faculty members of the discipline/program/ department.
- (d) Representation from the Association shall be invited to the final internal review of the annual proposed budget prior to submission to the College Board.
- (e) The Association shall be provided with a copy of the annual budget approved by the College Board.
- (f) The Association shall be provided with a copy of the annual budget approved by the Ministry.

15.2 Open Meetings

.2 Open Meetings

- (a) All scheduled meetings of the College shall be open meetings, except in those cases where personnel, financial or other matters require that the meeting be considered confidential.
- (b) In those cases where a meeting is designated confidential, the Association shall be provided with a reason for such designation.
- (c) A designated member of the Association shall be provided with a copy of the agenda and minutes of all open meetings.

15.3 Cross College Meeting Times

.3 Cross College Meeting Times

The College timetable shall provide two three-hour time blocks per week during which no classes shall be scheduled.

15.4 Copies of Agreement

.4 Copies of Agreement

It is agreed that the College will arrange for the printing of the new Collective Agreement in house. The booklet will be eight and one-half by eleven, double-sided, centre fold with hard cover in sufficient quantities to provide for a copy to each existing and new faculty member.

A newly appointed faculty member shall receive a copy of the current Agreement when he/she is sent his/her initial contract or letter of appointment.

LETTERS OF UNDERSTANDING
LETTERS OF UNDERSTANDING

Letter of Understanding #1

E
lection of
Administrators in the
Academic Division of
DOUGLAS COLLEGE
Election of Administrators in the Academic Division of
DOUGLAS COLLEGE

The Association and the College agree to waive their right in Article 6.4 to appoint members to a committee to fill vacancies for Administrators to be called Chair in the Academic Division of Douglas College in order to facilitate election by faculty in place of a selection process.

Letter of Understanding #3

CO-OPERATIVE EDUCATION 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 Convenor.
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 from April 1, 1994 to March 31, 1995.
7. This agreement shall form part of the Collective Agreement between the Douglas College Faculty Association and Douglas College.

Letter of Understanding #4

**EMPLOYMENT EQUITY
EMPLOYMENT EQUITY**

The joint Association/Management Equal Employment Opportunity Program Committee shall:

- (a) develop a data base using faculty and administrative positions.
- (b) examine recruiting, hiring, promotion policies, salaries, and other conditions of employment.
- (c) identify areas of under-utilization and make recommendations as deemed appropriate by the Committee to overcome under-utilization in these areas.

The Committee's data base shall include a review of employment practices in the following categories:

- (i) women
- (ii) aboriginal peoples
- (iii) persons with disabilities
- (iv) persons who because of race or colour are a visible minority in Canada.

Any recommendations, which if implemented, would have the effect of altering any existing clause in the contract will only be implemented with the agreement of the College and the Association.

Letter of Understanding #5

**RETIREMENT INCENTIVES
RETIREMENT INCENTIVES**Qualification/Criteria

- (a) The College may offer to a faculty member, or a faculty member may request of the College, a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following qualifications:
1. is age 55 or over;
 2. has a minimum of ten (10) years' FTE service as a faculty member at Douglas College;
 3. is a regular faculty member on continuing appointment at the time of early retirement;
 4. is on the maximum step of the salary scale;
 5. resigns for purposes of retirement as a regular faculty member.
- (b) Where the number of eligible faculty members under (a) is greater than the number of retirement incentives available in a given year, the allocation of retirement incentives shall be decided based on the following criteria:
- (i) faculty members with less time remaining prior to retirement pursuant to Article 14.15 will be given preference; and
 - (ii) in the event that two or more faculty members have the same amount of time remaining until retirement under Article 14.15, rendering impossible a selection based on (b)(i) above, then faculty members with greater FTE service will be given preference.
- (c) Notwithstanding any other provision in this Agreement, no regular full-time faculty member shall be identified under Article 6.6.1 (Obsolescence/Redundancy) where it would be possible to avoid termination or reassignment by offering early retirement incentive to a faculty member described in paragraph (a), above, until and unless such offer(s) have been made and declined. The College may bypass selection criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

Agreement

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

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

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

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

Alternatives

A. Lump sum payment

The retirement allowance will be paid in one sum on the date of retirement, an agreed-upon deferred date, or in pre-determined instalments, acceptable to the faculty member, and will be based on scale salary without allowances in the following amounts:

Full years to Age 65	Pay Out
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5	100% of annual salary

or B. Monthly payment

The retirement allowance determined in alternative A. above, will be paid into a pre-designated Registered Retirement Savings Plan in the name of the retired employee to provide, at the discretion of the retired employee, a supplemental pension income prior to age 65. Payments into the Plan shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowances and shall continue until the full retirement allowance is paid. Payments into the Plan shall commence on the first day of the month coincident with, or next following, the date of early retirement. In the event the retired employee dies prior to the full retirement allowance being paid into the Plan, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

Protection of Medical Benefit Coverage

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

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

- (b) An early retiring employee not immediately commencing receipt of a College pension may elect to continue his/her basic medical and extended health benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that:
 - (i) written notification of the intent to continue these benefits is provided to the Personnel Department six (6) weeks prior to date of early retirement;
 - (ii) the individual maintains BC residency; and
 - (iii) the participant prepays all premium Costs.

Financial Counselling

Each faculty member, who, if offered early retirement, is entitled to attend a Financial Planning Workshop and receive three subsequent personal financial consultations to establish the most beneficial early retirement incentive package for that faculty member. These consultations will be conducted by a firm of qualified Financial Consultants selected by the College and the fees for these sessions to a maximum of \$90.00 per session will be borne by the College.

This Letter of Understanding shall be effective for the term of the current Collective Agreement and is therefore subject to renewal by mutual consent.

LETTER OF UNDERSTANDING #14

ESTABLISHING AND ALLOCATING POSITIONS
ESTABLISHING AND ALLOCATING POSITIONS

This Letter of Understanding is intended to clarify how positions are established and allocated from the available work.

Criteria

1. Educational considerations will be the first criterion used in establishing a position.
2. As many positions as possible will be full-time.
3. In many disciplines/programs there are large amounts of work that can be organized in a variety of ways to create positions that are educationally sound.
4. Deans/Directors will establish positions after consultation with Convenors/Coordinators for the discipline/program.

Process

1. Positions required to meet specific educational requirements are identified from the work available.
2. Positions in any discipline/program are first assigned to existing regular and term employees (full-time and part-time).
3. By order of FTE service in the discipline/program the new term employees are given the opportunity to choose from those available positions for which they are qualified to teach.
4. In the event that two or more term faculty have identical term FTE service within the discipline/program then College FTE service shall be used as a tie breaker. If a tie continues to exist it shall be decided by lot.

Letter of Understanding #15#15

1. The position of Manager for Centre(s) 2000 will remain excluded and be filled by Janet Knowles. If the position becomes vacant it will be filled in accordance with the Collective Agreement.

2. (i) Effective with the commencement of the 1995/96 academic year there will be a Community and Contract Services Programmer. This will be the equivalent of a minimum of 1.0 FTE per academic year filled on a seconded basis. Secondments will be for varying periods of time. The duties will involve community and program development and marketing for Community and Contract Services.

Faculty seconded to this position will:

 - (a) be employed under the terms of the Douglas College DCFA Collective Agreement, and
 - (b) will be backfilled in accordance with the terms of this Agreement.

Faculty will be seconded in accordance with the Selection process set out in 10.4.2 except that right of first refusal shall be given to existing Regular and Term C.E. programmers where these programmers are qualified. In the case of this clause Aqualified@ means that the C.E. programmer has sufficient content expertise in the development area. If no one wishes to be seconded employees will be hired in accordance with the Collective Agreement.
- (ii) The Selection Committee shall consist of the Manager of Centre(s) 2000, a Programmer (C.E.) And a faculty member from a department most closely related to the development area.

3. (i) Where the College hires project managers, after the date of this agreement the Project Manager shall be hired by the College in accordance with the clients requirements.
- (ii) The College will deduct DCFA dues from the amounts paid to project managers but these project managers will not be members of the DCFA and the terms and conditions of the Collective Agreement will not apply except as specified in this Letter of Understanding.
- (iii) Project Managers will be paid on a contract basis utilizing the hourly rate for Community programmers as set out in Article 11.1.1 of the Collective Agreement.
- (iv) Twice in every academic year the Employer shall advise the DCFA of the number of Project Manager contracts in effect.

4. If the College determines that it has sufficient ongoing work to create a full-time project manager position:
 - (a) the position will be filled by way of the selection process as set out in Article 6.4;

- (b) the parties shall meet and endeavour to agree to terms and conditions of employment for the position; and
 - (c) where agreement cannot be reached the matter of terms and conditions of employment will be referred to S. Kelleher for mediation/binding arbitration. In reaching his decision Mr. Kelleher shall take into account the nature of Centre(s) 2000.
- 5. The existing layoff situation in Continuing Education (pending) is to be rescinded, subject to the successful implementation of the agreement to have Ms. Chudnovsky transfer from C.E. to Child, Family and Community Studies.
- 6. The College commits that credit programs shall not be offered through Centre(s) 2000 without using DCFA faculty employed under the terms and conditions of the Collective Agreement.
- 7. The College shall not transfer base FTE funding generated by C.E. to Centre(s) 2000.
- 8. S. Kelleher will retain jurisdiction to resolve on an expedited basis any dispute arising from the interpretation or application of this letter.

Letter of Understanding #16

CONTINUING EDUCATION PROGRAMMERS CONTINUING EDUCATION PROGRAMMERS

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

Letter of Understanding #17

DOUGLAS COLLEGE DEVELOPMENT

- (a) The Association and the College agree to institute a process whereby probationary faculty members, selection committees, and administrators are encouraged to utilize elements of the Douglas College Development as set out in the Teaching Excellence Programme in accordance with Article 6.1.2 (b) (v), as part of the probationary process. It is the intent of the parties to utilize elements of the Teaching Excellence programme to support probationary faculty member and to provide meaningful information for the probationary evaluation.
- (b) For all faculty, the parties agree to develop a systematic method for presenting an outline of professional and curriculum development activities, and reporting professional and curriculum development activities, performed in accordance with Article 10.10.3 (b).
- This method will take into account and support all types of professional development activities and curriculum development. eg. participation in Douglas College Development, research, professional committees.
- (c) The intent of the parties will be to complete this process within 90 days of the ratification of this agreement and both sides agree to participate in these discussions in good faith.

Letter of Understanding #18TEMPORARY REDUCTION OF THE EDUCATIONAL LEAVE FUND

For the periods from April 1, 1997 to March 31, 2000 the amount of monies set aside for the Educational Leave fund will be reduced from 2% of salaries to 1.25% of salaries. It is clearly understood that 2% of salaries will be re-instituted effective April 1, 2000.

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COLLECTIVE AGREEMENT

BETWEEN

DOUGLAS COLLEGE

AND

**DOUGLAS COLLEGE FACULTY
ASSOCIATION**

APRIL 1, 1995 - MARCH 31, 1998

