

MEMORANDUM OF AGREEMENT

between

DOUGLAS COLLEGE

and the

DOUGLAS COLLEGE FACULTY ASSOCIATION (DCFA)

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES, ACTING ON BEHALF OF THE DOUGLAS COLLEGE FACULTY ASSOCIATION (hereinafter called "the Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2022 AND EXPIRING MARCH 31, 2025 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreement shall be for 36 months from April 1, 2022 to March 31, 2025, both dates inclusive.

3. Effective Dates

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

4. Schedule "A"

The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A". Except as identified below, all other proposals tabled by the parties are withdrawn without prejudice.

5. Schedule "B"

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

MOA Initials

ER: CGUN: DS**6. Ratification**

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

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

Signed this 31st day of August, 2023.

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

Colin Gibson

Colin Gibson, Spokesperson

Sherry Chin-Shue

Sherry Chin-Shue

Manuela Costantino

Manuela Costantino

Meg Stainsby

Meg Stainsby

BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:

DS

Devin Shaw, Spokesperson

Melanie Young

Melanie Young

Darcy Cutler

Darcy Cutler

Jasmine Nicholsfigueiredo

Jasmine Nicholsfigueiredo

MOA Initials

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Linda Chow

Linda Chow

Trevor Smith

Trevor Smith

Luisa Liberatore

Luisa Liberatore, PSEA

Kim Trainor

Kim Trainor

Ralph Ferens

Ralph Ferens

Andrea Wong

Andrea Wong, FPSE

Robin Wylie

Robin Wylie, FPSE

MOA Initials

ER: LGUN: DS**Schedule "A"****1. Salary Increase****15.01 Salaries**

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

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

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

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

All salary scales in the Collective Agreement shall be increased by the following percentages effective on the dates indicated:

- a. **Effective April 01, 2022, all annual salary scales in the Collective Agreement which were in effect on March 31, 2022 shall have each step increased by \$455. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.***
- b. **Effective April 01, 2023, all salary scales in the Collective Agreement which were in effect on March 31, 2023 shall be increased by 6.75%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (Note: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.)***
- c. **Effective April 01, 2024, all salary scales in the Collective Agreement which were in effect on March 31, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.**
- d. **The above salary increases may be adjusted pursuant to Letter of Understanding #TBD Re: Cost of Living Adjustment.**

*** These salary increases shall apply retroactively to all faculty members internal to the College on the date of ratification of the MOA.**

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Faculty members who retired on or after April 1, 2022 are eligible to apply to the College for this retroactive pay within twelve (12) weeks of the date of ratification of the MOA.

Notwithstanding the foregoing, any faculty member who is no longer considered internal to the College but did work for the College between April 1, 2022 and the date of ratification is eligible to apply for this retroactive pay within twelve (12) weeks of the date of ratification of the MOA.

The DCFA will contact these former faculty members to make them aware of the timing and the process.

NOTE: The regular faculty salary scale comprises both the Common Grid and the locally-bargained stipend.

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April 1, 2022 - March 31, 2025 Regular Faculty Salary Scale

STEP	01-Apr-22 to 31-Mar-23	01-Apr-23 to 31-Mar-24	01-Apr-24 to 31-Mar-25*
1 Stipend	\$102,655 <u>\$2,053</u> \$104,708	\$109,584 <u>\$2,192</u> \$111,776	\$111,776 <u>\$2,236</u> \$114,012
2 Stipend	\$96,195 <u>\$1,924</u> \$98,119	\$102,688 <u>\$2,054</u> \$104,742	\$104,742 <u>\$2,095</u> \$106,837
3 Stipend	\$89,635 <u>\$1,793</u> \$91,428	\$95,685 <u>\$1,914</u> \$97,599	\$97,599 <u>\$1,952</u> \$99,551
4 Stipend	\$85,990 <u>\$1,720</u> \$87,710	\$91,794 <u>\$1,836</u> \$93,630	\$93,630 <u>\$1,873</u> \$95,503
5 Stipend	\$82,854 <u>\$1,657</u> \$84,511	\$88,447 <u>\$1,769</u> \$90,216	\$90,216 <u>\$1,804</u> \$92,020
6 Stipend	\$79,725 <u>\$1,595</u> \$81,320	\$85,106 <u>\$1,702</u> \$86,808	\$86,808 <u>\$1,736</u> \$88,544
7 Stipend	\$76,590 <u>\$1,532</u> \$78,122	\$81,760 <u>\$1,635</u> \$83,395	\$83,395 <u>\$1,668</u> \$85,063
8 Stipend	\$73,459 <u>\$1,469</u> \$74,928	\$78,417 <u>\$1,568</u> \$79,985	\$79,985 <u>\$1,600</u> \$81,585
9 Stipend	\$70,326 <u>\$1,407</u> \$71,733	\$75,073 <u>\$1,501</u> \$76,574	\$76,574 <u>\$1,531</u> \$78,105
10 Stipend	\$67,192 <u>\$1,344</u> \$68,536	\$71,727 <u>\$1,435</u> \$73,162	\$73,162 <u>\$1,463</u> \$74,625
11 Stipend	\$64,061 <u>\$1,281</u> \$65,342	\$68,385 <u>\$1,368</u> \$69,753	\$69,753 <u>\$1,395</u> \$71,148

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*** The wage increase will be further adjusted as per the Cost of Living LOU.**

2. Cost of Living Adjustment

Letter of Understanding #TBD

Re: Cost of Living Adjustment

Definitions

"General Wage Increase" or "GWI" means the overall general wage increase expressed as a percentage.

"Cost of Living Adjustment" or "COLA" means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The "annualized average of BC CPI over twelve months" (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The "Latest 12-month Average Index", as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12 months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on April 1, 2023 and April 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in the faculty salary scales.

April 2023

If the 2023 AABC CPI exceeds the April 2023 GWI of 5.5%, then, on April 1, 2023 the April 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

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April 2024

If the 2024 AABC CPI exceeds the April 2024 GWI of 2.0%, then, on April 1, 2024 the April 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the April 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

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3. Term of the Agreement

1.01 **Term of Agreement — Continuation Clause**

The duration of this Agreement shall be from April 1, ~~2019-2022~~ to March 31, ~~2022~~ **2025**. 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 50(2) of the Labour Relations Code of British Columbia is specifically excluded.

MOA Initials

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4. Severance Pay

1. Add new Article 1.03.w as follows:

1.03 Definitions

v. Severance

Faculty members who are terminated as a result of an obsolescence or redundancy under Article 13.03.b and who are unable to be reassigned under Article 13.03.b.v or who refuse a reassignment under Article 13.03.c.i(2) will receive severance pay in accordance with Article 13.03.c.i.

w. Severance Pay Period

The period of time, measured in months, that corresponds to the number of months of severance paid to a regular faculty member at the time of layoff in accordance with Article 13.03.c.

[Renumber remaining definitions following Article 1.03.w]

2. Amend Article 13.03.c Joint Severance/Recall Rights

13.03 Layoff and Recall

...

c. Joint Severance/Recall Rights

...

i. Severance

...

(3) Repayment of Severance Upon Recall

Where a faculty member **who has been laid off** ~~is reappointed to a regular position after a layoff~~ under Article 13.03.b and ~~having has~~ received severance under Articles 13.03.c.i(1) or 13.03.c.i(2), **is reappointed to a regular position** prior to the expiration of the severance **pay** period, the faculty member shall refund the balance of his/her severance pay to the College.

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ER: LGUN: DS**5. Grievance Procedure***Amend 4.01. d and e as follows:***4.01 Grievance Procedure**

...

d. Informal Grievance Resolution

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

If the Association is of the opinion that an issue has been informally resolved in a manner inconsistent with the terms of this Agreement, then the Association may initiate a grievance on the informal resolution.

e. Formal Grievance Steps**Step One**

All formal grievances shall be initiated by the Association within twenty (20) working days of the time that the Association could reasonably have become aware of the incident that is the subject of the grievance, or within twenty (20) working days of the completion of any attempt at informal resolution (including discussion at Labour-Management Relations Committee) under 4.01.d, whichever date is later. A formal grievance shall be directed in writing to the Responsible Administrator. **The grievance letter will include the particulars of the incident giving rise to the grievance and specify the provision(s) of the Agreement that the Association alleges to have been violated.**

Within five (5) working days of receipt of a written grievance, the Responsible Administrator shall discuss the grievance with a representative of the Association. The faculty member may choose to be present. Within eight (8) working days of the receipt of a written grievance, the Responsible Administrator shall provide the Association with a written reply.

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6. Evaluations and Selection Committees

Delete LOU 10 POST-PROBATIONARY FACULTY MEMBER DEVELOPMENTAL EVALUATION and **amend** Article 5 as follows (redrafting note: current language will fall under appropriate header and remain unchanged unless indicated otherwise, and referenced articles will need to be reviewed and consequential changes addressed upon redrafting of the agreement):

5.04 Responsibilities of the Selection Committee

[no change to a and b]

c. Coordinator Selections

Selection Committees participate in Coordinator selections as provided for in Article 11.02.

[5.05 and 5.06 remain unchanged unless agreed elsewhere]

~~5.09~~ 5.07 Qualified to Teach Determinations

- a.** Each Selection Committee is responsible for
 - i.** Determining the courses faculty members in the DDP are qualified to teach; and
 - ii.** Establishing and maintaining the DDP's Qualified to Teach (QTT) and contract inventory lists.
- b.** When a new regular faculty member is hired, the Selection Committee will determine the courses in the relevant DDP the faculty member is qualified to teach. If a regular faculty member wishes to be qualified to teach additional courses, he/she may make an application to the Selection Committee, which will make the determination.
- c.** Criteria and methods for making QTT determinations in a DDP will be established in writing and communicated to faculty members in the DDP.

~~5.07~~ 5.08 Probation for Regular Faculty

[Language that was previously under 5.07 remains unchanged]

~~5.08~~ Evaluation**~~a.~~ 5.09 Contract Faculty Evaluation**

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- a. ~~i.~~ Commencing with ~~his/her~~ **their** first contract, a contract faculty member shall be subject to formal evaluation in accordance with this Article, to a maximum of two (2) separate evaluations per academic year.
- b. ~~ii.~~ Contract faculty evaluations will include all elements of a probationary regular faculty evaluation, excluding regular faculty service requirements, and will be consistent with the role of a contract faculty member.
- c. ~~iii.~~ Where a contract faculty member receives two (2) consecutive unsatisfactory evaluations in two (2) different semesters, ~~he/she~~ **they** shall be terminated at the end of ~~his/her~~ **their** existing contract.
- d. **Where an evaluation has not been done, then it will be understood that a contract faculty member has received a satisfactory evaluation.**

~~b.~~ **5.10 Probationary Regular Faculty Evaluation**

~~i.~~ **Probationary Regular Faculty**

- a. ~~(1)~~ All evaluations during the probationary period shall be as follows:
 - i. ~~(a)~~ A minimum of once per year, but
 - ii. ~~(b)~~ No more than twice per year with a minimum of sixty (60) days between and
 - iii. ~~(c)~~ The Responsible Administrator will give the faculty member a written evaluation report, after consultation with the current Selection Committee.

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

If the faculty member is found to be unsatisfactory for regular employment, then the evaluation report shall specify the deficiencies and shall make positive suggestions for each. The standards will be determined by the College.
- b. ~~(2)~~ The methods used to collect information will be provided to the faculty member in writing before the evaluation process begins, and will include the following:
 - i. ~~(a)~~ Written faculty member peer evaluation;
 - ii. ~~(b)~~ Written student evaluations (where applicable);
 - iii. ~~(c)~~ Written self-evaluation by the probationary faculty member;

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- iv. ~~(d)~~ Other methods agreed to by the Selection Committee and by the Responsible Administrator, in which case the probationary faculty member will be informed of such other methods in writing before the evaluation process begins; and
- v. ~~(e)~~ Written Responsible Administrator evaluation.
- c. *[what was formerly (3) – no change]*
- d. *[what was formerly (4) – no change]*
- e. ~~(5)~~ Where an evaluation has not been done, then it will be understood that a probationary ~~or contract~~ faculty member has received a satisfactory evaluation.

~~ii. Post-Probationary Faculty Member Developmental Evaluation~~

~~Post probationary faculty member developmental evaluation will be conducted in accordance with the terms and conditions of Letter of Understanding #10 Post-Probationary Faculty Member Developmental Evaluation.~~

5.11 Post-Probationary Faculty Member Developmental Evaluation

[LOU 10 deleted and incorporated as a new 5.11 as follows]

a. Purpose

Post-probationary faculty member developmental evaluation is formative. The primary goals of ~~developmental~~ **such** evaluation are to promote and facilitate reflective practice, help individuals determine strengths and areas for improvement, and link this learning to individual professional development plans.

The process and/or the results of this process will not be used for the purposes of denying requests for professional development or Education Leave.

b. Objectives

The objectives of post-probationary faculty member developmental evaluations are as follows:

- i. To ensure the overall quality of teaching/professional practices and student learning;
- ii. To stimulate faculty members' ongoing individual professional growth and improvement in their professional performance;

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- iii. To encourage faculty members to reflect, to develop continually their competencies and skills and, where appropriate, to identify and address areas requiring improvement;
- iv. To promote dialogue among peers about professional practice, scholarly activity and pedagogy, based on the College's and the DDP's objectives and plans;
- v. To facilitate personal and professional recognition by peers for professional practice; and
- vi. To provide information to assist faculty members with the creation of professional development plans.

c. **Principles and Guidelines**

The following principles and guidelines apply:

- i. Each DDP will have an Evaluation Committee consisting of up to three (3) post-probationary faculty members each of whom is elected for a one-year period during the Winter semester, for the next Academic year.
- ii. Where a DDP has fewer than four (4) regular faculty members, Evaluation Committee members may be drawn from the closest related DDP.
- iii. The Responsible Administrator will provide written notice at least two (2) weeks prior to the meeting during which the DDP Evaluation Committee election will take place.
- iv. All post-probationary faculty members of the DDP or, where applicable, the closest related DDP shall be eligible to vote for or be elected to the DDP Evaluation Committee. No faculty member shall be eligible to serve on the Evaluation Committee in a year in which ~~s/he is~~ **they are** undertaking the evaluation process.
- v. Every ~~three (3)~~ **five (5)** years, each post-probationary faculty member will complete the evaluation process.
- vi. **At the start of** ~~With~~ each evaluation, the faculty member will identify one or more area(s) of professional practice ~~as her/his~~ **to focus on** (e.g., curriculum or assignment design; pedagogical innovation; assessment strategies; content expertise; classroom teaching strategies; professional practices; use of educational technologies), **and share them with the Responsible Administrator,**

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who may discuss the area(s) with the faculty member and provide input for their consideration.

- vii. Evaluation criteria will include a written self-evaluation, student evaluations and a peer consultation, and may include additional evaluation tools or measures at the initiative of the faculty member being evaluated. For non-instructional faculty members, student evaluations may not apply.
- viii. At the end of the evaluation process, each faculty member will submit a signed, summary report to ~~his/her~~ **their** DDP Evaluation Committee **and Responsible Administrator**. The summary report will describe the methods/tools used and will include:
 - (1)** The faculty member's self-evaluation, **including areas for development arising from their consideration of the evaluation criteria;**
 - (2)** A plan outlining the PD activities or ~~anticipated~~ changes to professional practice **that the faculty member will undertake in connection with the area(s) of focus they identified in (c.vi) above and the areas for development resulting from the process; and**
 - (3)** **Any other relevant information that the faculty member wishes to highlight.**
- ix. **After receiving t**~~The summary report, may be shared with the Responsible Administrator only with the permission of~~ **may discuss the planned PD activities** with the faculty member.
- x. Where areas are identified for **development, improvement,** faculty members are responsible for undertaking appropriate follow-up activities prior to the next evaluation cycle.
- xi. Each September, the DDP Evaluation Committee will
 - (1)** Identify the faculty members who will have evaluations in the upcoming academic year;
 - (2)** Review the evaluation reports submitted in the previous academic year; **and**
 - (3)** Provide the Responsible Administrator with the following:

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- (a) A list of faculty members who will have evaluations in the upcoming academic year;
- (b) A report of which faculty members have completed the evaluation process in the previous academic year; **and**

~~A summary list of professional success (e.g., awards, publications, conference presentations, etc) and pedagogy shared in the course of the evaluations process; and~~

- (c) Recommendations for DDP PD activities.

xii. The Responsible Administrator will

- (1) Promote both the ongoing professional development of faculty members and the improvement of the quality of education and educational services at the College;
- (2) Ensure that faculty members are informed of the expectation of ongoing professional development and evaluation;
- (3) Notify faculty members who are to be evaluated in the upcoming academic year;
- (4) **Engage in collegial discussions with faculty members undergoing evaluation, consistent with the formative nature of the process;**
- (5) In consultation with DDP Evaluation Committees, consider the successes, challenges and recommendations for PD activities arising from the previous year's summary reports; and **provide feedback on reports and faculty member PD or other needs identified, as appropriate.**
- ~~(6) Provide feedback on reports and faculty member PD or other needs identified, as appropriate.~~

Expiry of this Letter

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UN: DS

~~This Letter of Understanding will be reviewed upon expiry of this Agreement and will only be renewed if mutually agreed to by the Parties.]~~

~~5.08.c~~ **5.12 Access to Information in the Evaluation File**

[current 5.08.c language unchanged and moved to 5.12]

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7. Meal Allowance

8.10 Extended Day Meal Allowance

Faculty who are required to work extended days (more than eight (8) hours) will be entitled to ~~an eight dollar (\$8.00)~~ **a fifteen dollar (\$15)** per day meal allowance. Such allowance is subject to the approval of the Responsible Administrator and will be reimbursed upon receipt of an approved expense claim form that has been signed by the Responsible Administrator.

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ER: LGUN: DS**8. Professional Development****9.02 Faculty Professional Development Committee and Funds**

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f. PD Funds Allocated on a Faculty FTE Basis

- i. A budget of ~~six~~ **seven** hundred ~~seventy-five~~ **seventy-five** dollars (~~\$600~~ **\$775**) for each full-time equivalent (FTE) faculty member, inclusive of Regular faculty, as of October 31st prior, and of Contract faculty, once each semester, shall be allocated to each Faculty PD Committee for the fiscal year. At the end of the fiscal year, all unspent monies shall be carried forward to the following fiscal year on a Faculty basis.

Effective October 31, ~~2020~~ **2023**, this amount will increase to ~~seven hundred seventy-five dollars (\$775)~~ **one thousand dollars (\$1,000)** for each full-time equivalent (FTE) faculty member.

[ii and iii remain unchanged]

- iv. Once annually, on or about 15th April, the College shall provide each Faculty PD Committee with a listing of the new funds available for Faculty PD as per the above.**

g. Supplemental PD Funds

- i. ~~Effective 1st September 2020, the~~ The College shall ~~establish~~ **maintain** an ongoing Supplemental PD Fund to provide additional funding for eligible PD projects/activities that lead to direct and tangible benefits to students.
- ii. All regular faculty members shall be eligible to apply once per academic year for supplemental PD funding, provided that, at a minimum, the first ~~four~~ **two** hundred dollars (~~\$400~~ **\$200**) toward the eligible project/activity is funded through PD funds available under Article 9.02.f, whether those funds are held in individual or in pooled accounts. The Supplemental Funds awarded per application shall not exceed ~~three~~ **four** thousand dollars (~~\$3,000~~ **\$4,000**).
- iii. The Supplemental Fund shall consist of the following **annual** amounts:

- | | | |
|-----|---|--------------------------------|
| (1) | Year 1 – 1st September 2019 2022 : | \$110,000 \$400,000 |
| (2) | Year 2* – 1st September 2020 2023 : | \$240,000 \$240,000 |

MOA Initials

ER: LGUN: DS~~(3)~~ Year 3*—1st September 2021: \$400,000

*The Supplemental Fund is ~~expected to~~ **will** be maintained at the Year ~~3~~ **2** level of funding thereafter.

- iv. The College shall distribute the total funding available each year among the Faculties in direct proportion to each Faculty's regular faculty FTE generation, based on the previous year's workload reconciliation.
- v. The Responsible Administrator shall advise all regular faculty members in the Faculty of the total funds available for the academic year on or before 15th September of each year.
- vi. The Faculty PD Committee shall accept applications for Supplemental PD Funds as of 1st ~~October~~ **September** each academic year. Funds awarded must be spent prior to the end of the same academic year (i.e., by the following 31st August).
- vii. Applications must demonstrate tangible benefits to students. Applications that meet this requirement shall be considered on a first-come, first-served basis while funds last. The Faculty PD Committee shall not rank or otherwise compare applications but shall distribute available funds to eligible projects/activities until the Fund is depleted each year.
- viii. It is understood that any technology or non-consumable materials or supplies acquired or created as a result of the use of this Fund remain the exclusive property of the College.
- ix. Funds allocated in any given year may not exceed funds available. Any unspent funds shall be carried over for one year only.
- ~~h.~~ **x.** Once annually, the College shall provide each Faculty PD Committee with a listing of the ~~Faculty PD funds committed and expended, and the amount~~ **new and carryover funds** available for allocation through the Supplemental PD Fund. **SPDF as per Articles 9.02.g.iv and 9.02.g.ix.**

MOA Initials

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9. Education Leave

9.03.a.

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

MOA Initials

ER: LG

UN: DS

10. Administration and Governance

11.03 Chair/Coordinator Supports

The College will make available the following supports for Chairs/Coordinators: ~~will continue to be supported by~~

- a. Formal training and resources, including digital resources, for Chairs and Coordinators, ~~to be coordinated by Human Resources;~~
- b. Generic continuing education activities specifically designed to assist them in better carrying out their duties; and
- c. At the discretion of the Responsible Administrator ~~Dean/Associate Dean/Director~~, the provision of markers for Chairs/Coordinators.

Tied with 11.03 is the deletion of Article 14.05:

~~14.05 — Faculty Handbook~~

~~To facilitate a collegial workplace environment, and to support chairs and coordinators, a Faculty Handbook has been developed.~~

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

[Renumbering of the existing 14.06 to become 14.05]

MOA Initials

ER: LGUN: DS**11. Dean and Associate Dean Positions****11.08 Dean/Associate Dean Positions****a. Purpose**

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

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

[b and c remain unchanged]

d. Affected Positions

This Article applies to the following **all Dean/Associate Dean positions in the Academic Division.**

~~Dean/Associate Dean, Language, Literature and Performing Arts~~

~~Dean/Associate Dean, Child, Family and Applied Community Studies~~

~~Dean/Associate Dean, Commerce and Business Administration~~

~~Dean/Associate Dean, Humanities and Social Sciences~~

~~Dean/Associate Dean, Sciences and Technology~~

~~Dean/Associate Dean, Health Sciences~~

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

e. Terms and Conditions

- i. ~~Appointments for the Dean/Associate Dean positions listed in d. above~~ shall be made for a term of five (5) years. Based on satisfactory performance a subsequent five (5) year term appointment may be offered.

[remainder of article is unchanged].

MOA Initials

ER: LGUN: DS**12. Secondary Scales (Contract Faculty)***[for Step 6 Equivalency as of April 1, 2023]***15.09 Secondary Scales (Contract Faculty)**

April 1, 2019 2022 - March 31, 2020 2023	Contact Hours	Per Semester Credit*	Monthly Equiv.**	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	92.31 <u>99.75</u>
Music Rehearsal	16	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	92.31 <u>99.75</u>
Reality Environment	18	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	82.05 <u>88.67</u>
Music Private Lesson	24	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	61.54 <u>66.50</u>
Simulation Environment	24	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	61.54 <u>66.50</u>
Individual Learning	24	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	61.54 <u>66.50</u>
Practicum Supervision	32	2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	46.15 <u>49.88</u>
Counselling/Research and Development Librarian Related	35				
Community Programmers		2134 <u>2,305</u>	6402 <u>6,916</u>	1477 <u>1,596</u>	42.20 <u>45.60</u>

This is inclusive of vacation pay.

*Presumes standard 3-credit

**Normal monthly equivalent

April 1, 2020 2023 - March 31, 2021 2024	Contact Hours	Per Semester Credit*	Monthly Equiv.**	Weekly FT Equiv.	FT Hourly Rate
Classroom Related	16	2177 <u>2,572</u>	6530 <u>7,716</u>	1507 <u>1,781</u>	94.18 <u>111.31</u>
Music Rehearsal	16	2177 <u>2,572</u>	6530 <u>7,716</u>	1507 <u>1,781</u>	94.18 <u>111.31</u>
Reality Environment	18	2177 <u>2,572</u>	6530 <u>7,716</u>	1507 <u>1,781</u>	83.72 <u>98.94</u>

MOA Initials
ER: LG
UN: DS

					43.91
					<u>51.88</u>

This is inclusive of vacation pay.
*Presumes standard 3-credit
**Normal monthly equivalent

NOTE: See 5.06.d – Contract Course Cancellation and Compensation.

MOA Initials

ER: LGUN: DS**13. Health and Welfare Benefits****Article 16 – HEALTH AND WELFARE BENEFITS**

Note: Additional provisions regarding Health and Welfare Benefits are contained in Article 9 of the 2014 – 2019 Common Agreement.

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

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

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

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

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

16.02 Dental Plan

The College pays the entire premium of a comprehensive dental plan. The plan pays for service to the faculty member and dependants 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. **Effective January 1, 2024, the reimbursement will increase to 70% for major treatments;** and
- c. 50% of orthodontic treatment to a lifetime maximum of \$2,500. **Effective January 1, 2024, the lifetime maximum will increase to \$3,500.**

MOA Initials

ER: LGUN: DS

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

Not to be included in the collective agreement, effective January 1, 2024:

- *Increase per visit maximum reimbursable for paramedical to \$25 for the first three visits*
- *Increase eye exam to \$125 for every two years*
- *Combined mental health practitioners to include psychologist, social worker and registered counsellor to \$1,500 per calendar year*
- *Increase registered massage therapy to \$500 per calendar year*
- *Increase physiotherapy to \$500 per calendar year*
- *Eliminate the need for medical referral for registered massage therapy*
- *Increase chiropractor to \$300 per calendar year*
- *Increase hearing aids to \$1,500 for every three years*
- *Add coverage for wigs and hairpieces for patients with hair loss as a result of medical treatment or medical condition, up to a maximum of \$500 per lifetime*
- *Dental plan B (major treatments) to include coverage for implants up to the cost of bridges and crowns*
- *Establish a Health Spending Account for Extended Health and Dental: Subject to the insurer's plan for eligible expenses, effective January 1, 2024, \$400 per calendar year on the basis of:*
 1. *Credit carry forward - the HSA amount is allocated at the beginning of the calendar year. The unused credits in the year are carried forward for one additional year. If these are not used by the end of year 2, the amounts are forfeited*
 2. *Coordination of benefits (COB) - claims are required to go through all other sources (including COB) before HSA funds can be accessed*
- *Establish Gender Affirmation Treatment Coverage: subject to the insurer's plan and where not covered by a provincial medical plan, coverage for Gender Affirmation Treatment will be reimbursed to a lifetime maximum of \$30,000 per eligible insured*
- *Add Fertility Benefits Coverage: subject to the insurer's plan and where not covered by provincial plans, IVF fertility benefits coverage of \$10,000 lifetime maximum.*

MOA Initials

ER: LGUN: DS**14. STD / LTD****16.05 Sick Leave****d. Short Term Income Protection Program-Disability (STD)**

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

As per Article 9.3.2 of the 2014-2019 Common Agreement, the STIP-~~STD~~ plan shall provide 70% of a faculty member's regular monthly base gross weekly earnings subject to the maximum benefit outlined in the plan following the qualifying period and up to twenty-one (21) weeks. salary. The monthly maximum specified in the plan shall be \$5,000.00. The STIP shall be a one hundred and forty seven (147) day plan.

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

Where an employee has been in receipt of STD benefits is on the STIP plan and returns to work that is not considered rehabilitative employment and has a reoccurrence or continuance of the same or related illness or injury within a fourteen (14) day period, the second period of disability will be considered a continuation of the first period of disability and benefit payments will resume immediately.

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

Faculty on ~~Short term Income Protection~~ STD will continue to accrue FTE service for the duration of the ~~Short Term Income Protection Leave~~ STD leave. Service will be considered continuous for the purposes of vacation, professional development, and increments.

16.06 Long Term Disability (LTD)

Note: Additional provisions regarding Disability Benefits are contained in Article 9.3 of the 2014 – 2019 Common Agreement.

A faculty member absent more than one hundred and ~~seventy seven (177)~~ eighty (180) days due to injury or illness receives shall be eligible to apply for benefits from the Long Term Disability Plan (LTD).

MOA Initials

ER: LGUN: DS

As per Article 9.3.2 of the Common Agreement, the LTD plan shall provide 70% of a faculty member's regular gross monthly earnings base salary subject to the maximum benefit outlined in the plan. The monthly maximum specified in the plan shall be \$5,000.00.

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

The definition of gainful employment in the plan as it applies after the ~~initial assessment~~ **qualifying** 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~~ **qualifying** period.

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

Faculty on Long Term Disability Leave will continue to accrue FTE service for the duration of the Long Term Disability Leave up to a maximum of two (2) years. Service will be considered continuous for purposes of pay in the academic year in which the faculty member returns to work.

16.07 Pension Plan Provisions (College Pension Plan)

Regular faculty members shall enrol in the College Pension Plan, as required by Article 10.1 of the 2014 – 2019 Common Agreement. Exceptions are as described in the 2014 – 2019 Common Agreement Article 10.2.

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

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

16.08 Contract Faculty Benefits

Note: Additional provisions related to contract faculty benefits (pension) are contained in Article ~~16.08~~ 16.07.

MOA Initials

ER: LGUN: DS

- a. Contract appointments that fall under Article 1.03.e 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 8.02.

- 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 her/his 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).

MOA Initials

ER: LG

UN: DS

15. New LOU – Green Commute Allowance

LOU re Green Commute Allowance Pilot

Both parties recognize the environmental impacts of single-occupancy vehicles. Regular faculty members may elect to receive a Green Commute Allowance in lieu of the parking privileges listed in Article 8.09. This pilot initiative is intended to encourage regular faculty members to take transit, cycle, walk or car-pool in lieu of driving their vehicles to work.

- a. The Green Commute Allowance will be \$200 per semester and is taxable as per CRA rules and regulations.**
- b. The year for the Green Commute Allowance is September 1 to August 31. Those who elect the Green Commute Allowance will not be eligible for Article 8.09 for the duration of that year.**
- c. Regular faculty members will make an election at the start of each academic year, no later than 1st September, if they wish to access this allowance. For the 2023-2024 academic year, regular faculty members will have 30 days from the date of ratification to make this election.**
- d. New regular faculty members will make an election at the time of hire, with their election taking effect at the start of the next semester.**
- e. This pilot will expire on March 31, 2025, or upon the renewal of the Collective Agreement, whichever comes latest.**

MOA Initials

ER: CG

UN: DS

16. Cultural Leave for Indigenous Employees

17.11 Cultural Leave for Indigenous Employees

- a. An Indigenous employee may request up to three (3) days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.
- b. Employees will provide the College with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

Consequential re-numbering of the following:

17.11 17.12 Rights Upon Return From Leave

Upon returning from leave of absence under Articles 17.03 – 17.~~10~~11, the faculty member is assured of resuming ~~his/her~~ their previous position and duties or an equivalent position and duties, subject to the provisions of Article 13.03.

MOA Initials

ER: LG

UN: DS

17. Interdisciplinary Seniority

New LOU regarding Interdisciplinary Seniority

The parties will create a joint Douglas College-DCFA Committee to review and discuss the assignment of seniority for contract faculty members hired to teach in Interdisciplinary programs.

The joint Committee shall comprise not more than three (3) representatives appointed by the College and not more than three (3) representatives appointed by the DCFA.

The goal of the joint Committee will be to make recommendations on initiatives. The Committee will not have the power to bind their principals. Any recommendations to be adopted by the parties will be subject to ratification by the parties' principals.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no later than November 30, 2024, at which time this Letter of Understanding will expire.

MOA Initials

ER: CG

UN: DS

18. Hires for Leaves

NEW LOU on Working Group for Probationary Regular Faculty Members Hired for Maternity, Parental and Other Leaves Longer than Twelve (12) Months

The parties will create a joint Douglas College-DCFA Committee to review and discuss the status and rights of probationary regular faculty members hired due to work made available in a DDP as a result of another regular faculty member going on maternity, parental or other leaves for greater than twelve (12) months.

The joint Committee shall comprise not more than three (3) representatives appointed by the College and not more than three (3) representatives appointed by the DCFA.

The goal of the joint Committee will be to make recommendations on initiatives. The Committee will not have the power to bind their principals. Any recommendations to be adopted by the parties will be subject to ratification by the parties' principals.

The Committee will begin its work within sixty (60) days following ratification and conclude its work no later than November 30, 2024, at which time this Letter of Understanding will expire.

MOA Initials

ER: LG

UN: DS

19. Outstanding LOUs

- Letter of Understanding #4 - Distributed Learning - **Renew**

[As general housekeeping upon redrafting of the agreement, LOU numbers may be renumbered]

MOA Initials

ER: LGUN: DS**Schedule "B"**

The following attachments are tentative agreements between the Employer and the Association that occurred during the course of negotiations. The parties agree that the following attached tentative agreements form part of this schedule and Memorandum of Agreement.

Description	Date Signed
Gender-neutral language	November 21, 2022
1.03 Definitions	November 18, 2022
4.07 Troubleshooter	May 4, 2023
5.01 Selection Committees	November 21, 2022
5.09 Qualified to Teach Determinations	November 18, 2022
6.08 Payment for Additional Available Work	January 27, 2023
6.09 Workload Reduction	November 21, 2022
7.02 Functions of Seniority Categories	November 18, 2022
8.07 Student Interview Hours	May 11, 2023
9.02 Faculty Professional Development Committees and Funds	November 21, 2022
<ul style="list-style-type: none"> • 10 Protection of Faculty Members • LOU 2 GUIDELINES FOR HANDLING STUDENT CONCERNS AND COMPLAINTS 	July 10, 2023
10.08 Health and Safety	November 21, 2022
11.07 Selection of Administrators	November 18, 2022
13.02 Retirement	November 21, 2022
14.04 Copies of Agreement	April 5, 2023
15.01 Faculty Administrative Stipends	February 7, 2023
15.05 Placement on Salary Scale	May 3, 2023
16.05 b Sick leave – Contract Faculty	February 7, 2023
16.08 Contract Faculty Benefits	November 21, 2022
17.01 General Holidays	April 5, 2023
17.04.a.i.	November 21, 2022
17.05 Leave for Domestic Violence	April 5, 2023
17.10 Political Leave	May 11, 2023
Appendix A: The Stipend	November 21, 2022
<ul style="list-style-type: none"> • LOU 3 FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS • LOU 5 OBTAINING COPYRIGHT CLEARANCE • LOU 8 FUNDING FOR SALARY STIPEND • LOU 12 FIELD SCHOOLS 	November 21, 2022

MOA Initials

ER: CG
DS

UN: _____

• LOU 14 MEDICAL SERVICES PLAN OF BC	
LOU 6 INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS	July 11, 2023
LOU 7 SELF-FUNDED ACTIVITY	May 11, 2023
LOU 9 LIST OF ARBITRATORS	November 21, 2022
LOU 11 DDP REALIGNMENTS	May 11, 2023
• LOU 1 RETIREMENT INCENTIVES	May 11, 2023
• LOU 13 EQUITY FUNDS: 2001 LOCAL NEGOTIATIONS	

<INSERT PDF OF TENTATIVE AGREEMENTS>

Tentative Agreement

Between Douglas College and the DCFA

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

Gender-neutral language throughout. "They/them/theirs" for gender neutral language to replace "his/her" or "s/he" or other related circumlocutions throughout.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: LG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

1.03 Definitions

....

e. Contract Faculty

- i. A contract faculty member is one who does not occupy a regular faculty member position as defined in Article 1.03.l and 1.03.p.
- ii. Contract faculty members shall receive benefits and salary as set out in Article 15.09 and benefits as set out in Article ~~16.09~~ **16.08**.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 18, 2022 | 8:12 AM PST, 2022

MOA Initials

ER:

CG
DS

UN:

Tentative Agreement

Between Douglas College and the DCFA

Effective the date of ratification, the Employer and the Union agree to delete Article 4.07 as follows:

4.07 — Troubleshooter

- a. — ~~If a grievance is referred to arbitration under Article 4.02, the parties may agree, before selecting an Arbitrator, to refer the matter to a mutually acceptable Troubleshooter. Where this occurs, the Troubleshooter will, within thirty (30) days of his/her appointment or such longer period as the parties may agree,~~
- i. — ~~define the issue(s) in dispute between the parties;~~
- ii. — ~~investigate such issues, using a procedure determined by the Troubleshooter after consulting with the parties;~~
- iii. — ~~attempt to mediate a settlement of the dispute; and~~
- iv. — ~~if a settlement cannot be reached, make written, non-binding recommendations to resolve the dispute.~~
- b. — ~~Upon receipt of the Troubleshooter's recommendations, the parties shall meet to discuss the recommendations. At any time during such discussions, either party may notify the other that it wishes to resume the arbitration process described in Article 4.02.~~
- c. — ~~During the period between the Troubleshooter's appointment and the conclusion of the parties' discussions regarding the Troubleshooter's recommendations, time shall not run in respect of the grievance and arbitration procedure.~~
- d. — ~~The recommendations will not be introduced as evidence or have standing in any arbitration or other legal procedure.~~
- e. — ~~The Troubleshooter will not be compellable as a witness in any arbitration or other legal procedure that may result from the troubleshooting process.~~
- f. — ~~Article 4.05 applies with respect to expenses and costs of the Troubleshooter.~~

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

May 4, 2023 | 9:52 AM PDT

Date: May 3, 2023

MOA Initials

ER: LG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

Article 5.01 Selection Committees

b. Composition and Structure

....

The Selection Committee will elect one of its members to chair the Committee. Where the Selection Committee determines that neither its members nor the elected alternate(s) have the necessary content expertise in relation to a particular selection, the Selection Committee may invite up to two (2) faculty members who have such expertise to act as a resource to the Selection Committee throughout that selection.

Remainder of provision is unchanged.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

5.09 Qualified to Teach Determinations

a. Each Selection Committee is responsible for

i. ~~a.~~ Determining the courses faculty members in the DDP are qualified to teach; and

ii. ~~b.~~ Establishing and maintaining the DDP's Qualified to Teach (QTT) and contract inventory lists.

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

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

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 18, 2022 | 8:12 AM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

6.08 Payment for Additional Available Work

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

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Davin Shaw

Date: January 27, 2023 | 1:54 PM PST

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

6.09 Workload Reduction

.....

b. Voluntary Workload Reduction

....

iv. 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 ~~17.06~~ **17.07** General Leave, Unpaid. A temporary workload reduction is for a period of time not to exceed two (2) years.

Remainder of provision is unchanged.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

7.02 Functions of Seniority Categories

The primary functions of the seniority categories are as follows:

a. FTE Service is used to define the seniority categories (Article 7), in internal selections for regular faculty from regular faculty (Article 5.05.a.i), as a tiebreaker where ~~one~~ **two** or more contract faculty members have identical Contract FTE Service, and for the purpose of LOU #1 (Retirement Incentives).

No change to rest of article

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 18, 2022 | 8:12 AM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Amend 8.07 as follows:

8.07 Student Interview Hours

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

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Devin Shaw

Date: May 11, 2023 | 3:50 PM PDT

MOA Initials

ER: CG
UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

9.02 Faculty Professional Development Committees and Funds

....

e. In addition, the Faculty PD Committee has the responsibility of drawing up guidelines for the recording and disbursement of Faculty PD funds, whether in the form of individual accounts, general pools or supplemental funds, and of receiving from faculty members applications for the use of such funds. Such applications, together with the Committee recommendations, shall be forwarded to the Responsible Administrator. Disbursements shall be over the Responsible Administrator's signature, which will not be unreasonably withheld. If the Responsible Administrator does not sign the request, then the Chair of the PD Committee shall be informed-~~immediately~~ **within five working days of their decision** and a reason shall be supplied. The Responsible Administrator may not expend the funds allocated in 9.02.f or 9.02.g that have not been recommended by the PD Committee.

Remainder of provision is unchanged.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER:

UN:

CG

DS

Tentative Agreement

Between Douglas College and the DCFA

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

Revise Article 10 – PROTECTION OF FACULTY MEMBERS as follows:

10.01 Employee Records

- a. All faculty members 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, and any information the College is authorized or required by law to refuse to disclose.
- b. No information will be placed in employee files unless a copy has been furnished to the individuals concerned.
- c. No employee file shall contain any information pertinent to a formal complaint that has been found to be without merit or resolved in favour of the faculty member.
- d. Except for routine administrative access by Human Resources and by appropriate administrators, files will not be open to any other individual except with the written permission of the faculty member concerned.
- e. Disciplinary documents that have been placed on a faculty member's employee file shall be removed and destroyed after 24 months provided there has not been a similar infraction. The faculty member and the Association will be notified in writing that the document has been removed.

10.02 Anonymous Information

- a. The College reserves the right to investigate anonymous complaints made about faculty members where required by law.
- b. Any such investigation will be carried out in accordance with College policy and Agreement provisions.
- c. Before making any decision, or taking any action, the College will notify the faculty member of the substance of the complaint.

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- d. The College will disclose all information to the member upon written request, except to the extent that it is authorized or required by law to refuse such disclosure.
- e. The faculty member will be provided with a reasonable opportunity to respond.
- f. The faculty member will be notified in writing of the outcome.
- g. If the College decides not to investigate an anonymous complaint, or after investigation decides that an anonymous complaint is without merit or that no action shall be taken, the College shall retain all information in its possession about the complaint in a sealed file, separate from the faculty member's employee file. If, after a period of one (1) year, the College has still not taken any action on the complaint, it shall destroy all record of it and inform the affected faculty member(s).
- h. Where the College receives a written request from a faculty member for disclosure of any anonymous complaints or information which the College is holding about him or her, the College will disclose such information to the faculty member, except to the extent that it is authorized or required by law to refuse such disclosure.

10.03 Human Rights / Discrimination

- a. With reference to the selection of faculty members or to the rights, benefits or obligations of faculty members, 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 10.03.a shall be interpreted as prohibiting the parties from jointly agreeing to an affirmative action program.

10.04 Harassment Complaints and Investigations

- ~~a.~~ a. Article 2 (2014 – 2019 Common Agreement)

Article 10.04 of this Agreement supplements the Harassment provisions found in Article 2 of the Common Agreement, as per Article 2.3.1, which allows for local informal processes if the parties mutually agree. If there is any inconsistency between Article 10.04 of the Agreement and Article 2 of the Common Agreement, the Common Agreement will prevail to the extent of the inconsistency.

- ~~b.~~ Harassment Advisors

- ~~i.~~ To determine whether a harassment complaint may be warranted, faculty members may use the services of a Harassment Advisor.

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- ii. ~~Harassment Advisors provide confidential consultation to the Complainant regarding the Complainant's options, and provide the Complainant with information and advice regarding~~
 - ~~(1) whether the behaviour(s) in question may fall within the definition(s) of Harassment under Article 2 of the Common Agreement;~~
 - ~~(2) possible procedures and options available to the Complainant under this provision or~~
~~under alternate Policy or process (as appropriate); and~~
 - ~~(3) possible actions which the Complainant might take to resolve the situation himself or herself. These include but are not limited to addressing the Respondent, seeking the help of the Student Ombudsperson or Faculty Ombudsperson or a union Steward (as appropriate), and/or seeking Informal Resolution. If the Complainant, after initial consultation, wishes to proceed to a formal complaint of harassment, he or she will be referred to the Associate Vice President, Human Resources, or designate.~~
 - iii. ~~The Advisors do not determine whether Harassment occurred, they only confirm that behaviours as described by the Complainant may constitute Harassment under College Policy and/or Collective Agreement language. Only a Formal Investigation can determine whether Harassment has taken place.~~
 - iv. ~~The Harassment Advisor will maintain confidentiality of the consultation. However, if the Complainant claims that the Harassment involves violence, the Advisor must report the situation to the Responsible Administrator who must do an investigation under policy A10.01.05 Violence Prevention Involving Employees or A10.01.06 Violence Prevention Involving Students/Users.~~
 - v. ~~The Harassment Advisor will limit information and advice to harassment issues. Questions on any other issues will be referred to the appropriate individual or department, and/or to the Association.~~
 - vi. ~~Interactions between the Harassment Advisor and the Complainant will be confidential. The Harassment Advisor will not be questioned, or otherwise participate in any subsequent investigative process.~~
- e. **b.** Complaint Process Issues
- i. The Associate Vice President, Human Resources or designate will conduct initial, independent interviews with the Complainant and the Respondent, respectively, to determine the scope of the complaint and the willingness on the part of each of the parties to participate in mediation.

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- ii. The scope of the complaint will be determined and signed off by the Complainant. This document will represent the complaint. Other issues that are determined to be outside the scope of the complaint will be formally referred to the appropriate parties or processes.
 - ~~iii. The Respondent will be contacted to arrange an appropriate delivery method, taking confidentiality and speed into consideration. Courier to the faculty member's home address will be used where appropriate, considering confidentiality and speed.~~
 - iv. **iii. All notices and other written communications concerning the complaint will be delivered to the Respondent's College email address, unless an alternative delivery via the method is mutually agreed with the faculty member.**
 - ~~v. iv.~~ Faculty members being interviewed concerning a harassment or policy complaint will be informed by the College of their right to Association representation.
- d. **c. Mediation**
- i. For the purposes of this procedure, "Mediation" is defined as an informal, facilitative, interest-based process for problem-solving and conflict resolution. Mediation is a process by which the parties, with the aid of an impartial person, can identify issues in dispute in order to develop understanding, explore options, examine alternatives and, hopefully, work together to build a solution that meets the needs of the parties.
 - ii. Mediation will occur by mutual consent only and with the assistance of an impartial, designated administrator (other than the Associate Vice President, Human Resources). The mediation must relate to the alleged behaviour of the Respondent and the substance of the complaint against the Respondent.
 - iii. If the parties are not agreeable to mediation, an investigation by an outside investigator will take place in accordance with Article 2 of the **2014 – 2019** Common Agreement.
 - iv. If, at any time, either of the parties determines that the mediation process is not beneficial and wishes to discontinue the process, the Mediator will cease the mediation process, document the fact that mediation was attempted and no resolution was attained and release the parties from the process. In such an event, an investigation by an outside investigator will take place in accordance with Article 2 of the **2014 – 2019** Common Agreement.
 - v. The Mediator will act as an impartial facilitator to
 - (1) structure a process that encourages the parties to discuss and resolve issues;
 - (2) facilitate open and respectful communication, focusing on interests rather than on positions;
 - (3) manage the emotional climate;
 - (4) provide a "safe" environment for discussion of issues in dispute;

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- (5) assist the parties to organize information and explore possibilities and options for resolution; and
- (6) record decisions and agreements.

e- **d. Formal Investigation**

- i. Where a complaint under Article 2 of the **2014 – 2019** Common Agreement is referred to the formal investigation stage, please read Article 2 of the Common Agreement before commencing the formal investigation state.
- ii. The External Investigator will be given a copy of the relevant Agreement and Common Agreement language, together with any relevant procedures related to that language, at the time of referral of the complaint.
- iii. The Investigator will determine the scope of the complaint, based on the signed ~~C~~complaint of the Complainant and will limit the scope of the investigation to the determination of whether or not the Respondent has engaged in harassment toward the Complainant. Any issues not related directly to the parties to the complaint will be referred back to the institution for action.
- iv. Faculty who are interviewed in relation to a harassment complaint will be provided a written account of their statement and will verify the accuracy of that statement by affixing their signature.
- v. The College will ensure that the Investigator keeps the parties to the complaint informed of the progress of the investigation including the scope of the complaint, parties to be interviewed and time lines.
- vi. Prior to the conclusion of the investigation, the Respondent will have the opportunity to respond, in writing, to all evidence presented.
- vii. The Investigator will ensure that the parties to the complaint receive a written response of the findings and recommendations of the Investigator.
- viii. All documentation related to the complaint will be retained in a confidential, sealed file/envelope by the Associate Vice President, Human Resources.

10.05 Student Concerns and Complaints Regarding Faculty Members

a. Principles

- i. **Students may raise concerns or complaints and can expect to have them addressed in a respectful manner without fear of reprisal. Similarly, faculty members can expect to be protected from allegations that are frivolous or vexatious or made in bad faith.**
- ii. **Concerns/complaints will be dealt with according to the relevant College policy, where applicable.**

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- iii. Wherever possible, informal resolution processes will be encouraged.
- iv. Concerns/complaints must be brought forward by the student in a timely manner. The student is responsible for presenting their own case but may seek assistance from a support person (e.g., a College counsellor or representative from the student society, Indigenous Student Services or Accessibility Services).
- v. Concerns/complaints made anonymously, or those where the complainants are unwilling to provide a written complaint, will not be formally investigated unless authorized or required by College policy or by law.
- vi. Where the College becomes aware that one or more students has distributed allegations about a faculty member without having brought the matter forward under College policy or this Agreement (e.g., by initiating a petition, letter-writing or social media campaign), the College may treat the matter as a concern/complaint and deal with it accordingly.
- vii. Violations of due process will not be tolerated and will be dealt with by the Responsible Administrator under appropriate College policy. Violations of due process can include but are not limited to breaches of confidentiality; distribution in any form of allegations of inappropriate behaviour under College policy; discussion of allegations outside of the appropriate processes.

b. Procedures

i. Informal Resolution

- (1) Student concerns/complaints will be addressed first by the relevant faculty member in the DDP – such as the course instructor, program Coordinator, or departmental Chair – to discuss the issue and to seek resolution. However, a student who does not feel comfortable attempting direct resolution will not be required to do so.
- (2) Faculty members are responsible for listening to student concerns/complaints and seeking to resolve any issue at source or referring the student to the appropriate person in the College. Faculty members should be aware of current College and departmental policies and Agreement provisions, and direct students accordingly.
- (3) Where the relevant person in the DDP is unable to resolve the issue to the satisfaction of the student, or does not have the authority to achieve resolution, or where the student does not feel comfortable attempting direct resolution, the student may be referred to the Responsible Administrator.
- (4) Should the student bring their concern/complaint to the Responsible Administrator, the Responsible Administrator will meet with the student to listen to the specifics of the matter to determine what action (if any) is appropriate.

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- (5) If the concern/complaint falls under a current College policy, the Responsible Administrator will direct the student accordingly. Otherwise, the procedure outlined below will be followed.
- (6) If the student only wishes to bring the matter to the attention of the College, the Responsible Administrator may take the matter under advisement.
- (7) The Responsible Administrator will seek to resolve the student's concern/complaint informally. As part of this process, the Responsible Administrator will meet informally with the faculty member to review the student's concern/complaint and receive the faculty member's perspective on the issue(s). Unless otherwise mutually agreed, discussions in informal resolution meetings involve only the student, faculty member and Responsible Administrator, and are without prejudice and confidential.
- (8) If the Responsible Administrator determines that the concern/complaint raised by the student has no merit, the matter will be dismissed.
- (9) Upon completion of the informal resolution stage, the Responsible Administrator will provide a written decision to the faculty member stating whether the concern/complaint has been dismissed, resolved or referred to formal investigation.
- (10) The Responsible Administrator will complete the informal process within a one-month period. Where this timeline cannot be met, the Responsible Administrator will inform the parties as soon as possible and provide a revised timeline.

ii. Formal Investigation

- (1) A formal investigation will be conducted in the following situations:
 - (a) Where the informal process has not resolved the issue, the Responsible Administrator determines an investigation is warranted, and the student complainant wishes to proceed to making a formal complaint; or
 - (b) Where the Responsible Administrator, in consultation with the AVP, Human Resources or designate, determines that the nature of the complaint places the College or its stakeholders at risk or fits into a pattern of complaints.
- (2) Procedure for formal investigation:
 - (a) The student will provide the Responsible Administrator with a written complaint (along with supporting evidence, where available) outlining the specifics of the matter.
 - (b) The Responsible Administrator may conduct the investigation or appoint an Investigator.
 - (c) The Responsible Administrator will inform the faculty member that a formal investigation is to be conducted and will provide the faculty member with a copy

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of the written complaint along with any supporting evidence. The Responsible Administrator will ensure that the faculty member has been advised of the right to have an Association representative present at any meetings concerning the complaint.

- (d) The Investigator will arrange to meet with the faculty member to discuss the matter and will ensure that the faculty member is aware of the allegations against them and is given a reasonable opportunity to respond.
- (e) The College will, upon request, provide updates on the progress of the investigation to the faculty member.
- (f) The Investigator will produce a report outlining the findings within a three (3) month period. Where this timeline cannot be met, the College will inform the parties as soon as possible and provide a revised timeline.
- (g) The Investigator's report will normally include the following information:

 - i. A summary of the evidence considered;
 - ii. Any assessment of credibility that is required to render a determination;
 - iii. The Investigator's findings of fact; and
 - iv. A determination as to whether, on a balance of probabilities, the student's complaint is upheld.
- (h) The faculty member will receive a copy of this report and have the opportunity to discuss its contents with the Responsible Administrator before the matter is concluded. The faculty member will have ten (10) business days to provide a written response to the report; any such response will be appended to the report.
- (i) The Responsible Administrator will advise the faculty member of the outcome of the formal investigation and of any action to be taken.

Consequential re-numbering of remaining sections of Article 10, deletion of LOU #2 and re-numbering of remaining LOUs.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: July 10, 2023 | 5:52 PM PDT

CG

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Tentative Agreement

Between Douglas College and the DCFA

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

10.08 Health and Safety

Health and Safety is governed by the Workers' Compensation Act and Regulations. The Act authorizes the creation of Joint Health and Safety Committees where numbers or conditions warrant. The Joint Committees' procedures, duties and functions, dispute resolution, etc. are defined in Part ~~3~~ 2 Occupational Health and Safety, Division ~~4~~ 5 Joint Committees and Worker Representatives of the Act.

Remainder of provision is unchanged.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

11.07 Selection of Administrators

...

a. Selection Process for Administrator Selections

...

iv. Temporary Vacancies

(1) Temporary vacancies that are expected to be six (6) months or less in duration will be filled by the College by appointment, with notification to the Association.

(2) For temporary appointments that are expected to be greater than ~~four~~ six (6) months but less than twelve (12) months in duration, the following process will apply:

No change to rest of article.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 18, 2022 | 8:12 AM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

13.02 Retirement

a, b – unchanged

c. A regular faculty member who retires and who wishes to instruct as a contract faculty member must advise the College in writing. If a retired faculty member obtains employment as a contract faculty member, benefits will be made available to that faculty member in accordance with Article ~~16.09~~ **16.08** until age seventy (70).

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

ARTICLE 14 – GENERAL

14.04 Copies of Agreement

The College will ~~arrange for the printing~~ **provide a digital copy** of the new Collective Agreement **online**. ~~A copy will be provided to each faculty member upon request, and the College will post the Agreement on-line.~~ **The College shall supply 50 (fifty) bound paper copies of the Collective Agreement to the Association.**

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Devin Shaw

Date: April 5, 2023 | 3:28 PM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

15.01 Salaries

Note: only the language that appears below the NOTE re: Common Grid referred to as housekeeping change here

~~Faculty Administrative Stipends~~

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

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

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

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

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

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Devin Shaw

February 7, 2023 | 9:28 AM PST

Date: _____

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Article 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER COMPENSATION.

Article 15.05 – Placement on Salary Scale

- a. Initial placement of faculty members on scale shall be determined using the common salary scale developed through provincial common table bargaining and included at Article 15.01 of the Agreement.
- b. This scale placement language will not result in scale placement on the common salary grid above Step 4, except in cases where a regular faculty position is accepted by a person already employed by, or within two years of employment by, another institution in the BC College and Institute sector in a regular position, in which case initial placement shall be made at the higher of the placement formula at the College or his/her current or most recent salary step at the most recent institution. This exception to the cap on scale placement will only apply when the employee becomes employed in the same or a substantially similar field. Probationary provisions set out in Article 5.07 will still apply.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Devin Shaw

Date: May 3, 2023 | 9:18 AM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement
Between Douglas College and the DCFA

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

ARTICLE 16 – HEALTH AND WELFARE BENEFITS:

16.05 Sick Leave

b. Contract Faculty

i. Where a contract faculty who meets the eligibility requirements for Health and Welfare Benefits as provided in Article ~~16.09~~ **16.08** is absent through illness or injury, pay will not be deducted for a maximum of two (2) days per semester. ~~In such events, the contract faculty must advise the Dean/designate of his/her absence and must ensure that students are informed of how to proceed with course work in the instructor's absence.~~ Application of this provision must not result in any increased cost to the College, except for the two (2) days of pay, including substitution and overload costs.

ii. Notwithstanding 16.05.b.i above, contract faculty who have completed ninety (90) consecutive days of employment shall be entitled to no fewer than five (5) days of paid illness or injury leave per calendar year.

iii. A contract faculty member who takes sick leave must advise the Responsible Administrator of their absence, and must ensure that students are informed of how to proceed with course work in the instructor's absence.

...

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

February 7, 2023 | 9:28 AM PST

Date: _____

MOA Initials

ER: LG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

16.08 Contract Faculty Benefits

Note: Additional provisions related to contract faculty benefits (pension) are contained in Article ~~16.08~~ **16.07**.

Remainder of provision is unchanged.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

ARTICLE 17 – LEAVE, PAID AND UNPAID

17.01 General Holidays

The following are designated as paid General Holidays:

Good Friday

Remembrance Day

Easter Monday

Christmas Eve Day

Victoria Day

Christmas Day

Canada Day

Boxing Day

British Columbia **Day**

New Year's Eve Day

Labour Day

New Year's Day

National Day for Truth and Reconciliation

Family Day

Thanksgiving Day

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

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: April 5, 2023 | 3:28 PM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

17.04.a.i

A faculty member on their written request for maternity leave is entitled to a leave of absence from work, without pay, for a period of seventeen (17) consecutive weeks or a shorter period the employee requests, commencing **no earlier than** thirteen (13) weeks immediately before the estimated date of birth and no later than the actual birth date.

Remainder of provision is unchanged.

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

17.05 Leave for Respecting Domestic or Sexual Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted ~~three (3) days' paid leave~~ in each calendar year, as follows, in accordance with the Employment Standards Act:

- a. Up to five (5) days of paid leave;
- b. Up to five (5) days of unpaid leave; and
- c. Up to fifteen (15) weeks of unpaid leave.

A leave under Article 17.05.a or Article 17.05.b may be taken by the employee intermittently or in one continuous period. A leave under Article 17.05.c may be taken by the employee in one continuous period or, upon approval by the College, intermittently.

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Devin Shaw

Date: April 5, 2023 | 3:28 PM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

The parties agree to amend Article 17.10 as follows:

17.10 Political Leave

- a. To enable a regular faculty member to contest a federal, provincial, **Indigenous** 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 or **Indigenous** 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; and
 - 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~~ **political** 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 17.07.
- d. **The above political leave provisions also apply to non-elected Indigenous governance roles.**
- e. Employees in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, or premises, or with College equipment/services.

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Devin Shaw

Date: May 11, 2023 | 3:41 PM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Renew **Appendix A: The Stipend**

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: LG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Renew the following Letters of Understanding without amendment:

- LOU 3 FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS
- LOU 5 OBTAINING COPYRIGHT CLEARANCE
- LOU 8 FUNDING FOR SALARY STIPEND
- LOU 12 FIELD SCHOOLS
- LOU 14 MEDICAL SERVICES PLAN OF BC

The Parties agree that these housekeeping amendments do not change the meaning or intent of the collective agreement language.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Renew the following Letter of Understanding without amendment:

- LOU 6 - INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Davin Shaw

Date: July 11, 2023 | 11:45 AM PDT

MOA Initials

ER: LG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Renew Letter of Understanding #7 SELF-FUNDED ACTIVITY with revisions as follows:

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

- Memorandum of Agreement regarding Community Programmers (Continuing Education, April 13, 1999)
- Letter of Understanding #20 regarding the movement of Centre 2000 (the Training Group) Program Managers into the DCFA as Community and Contract Services Programmers (February 7, 2000)
- Letter of Understanding #3 regarding Continuing Education Programmers (2004 - 2007) ~~and~~
- Letter of Understanding #14 regarding Self-Funded Activity (2004 - 2007)
- **Settlement Agreement between Douglas College and the Douglas College Faculty Association (DCFA) (April 8, 2009)**

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

SELF-FUNDED ACTIVITY

1. The College acknowledges that Community and Contract Services Programmers have the same faculty rights, including governance rights, as other regular faculty members at the College.
2. Community and Contract Services Programmers will receive an annual orientation/ update on employment standards and other relevant legal issues related to employment to assist them in negotiating work with contract employees.
3. The College will produce an annual report stating the number of student FTE earned by the Community and Contract Services Programmers. This report will also note where the student FTE has been used for College purposes to acknowledge the Programmer's contribution.

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4. The Continuing Education Coordination Committee, under the authority of the Vice Presidents of Academic, ~~Education Services~~ **Student Affairs** and ~~Finance and Administration~~ **ve Services**, will meet at least annually under the Terms of Reference described below. Membership on this Committee includes Faculty-based programmers, Training Group Programmers and ~~Centre for Campus Life and Athletics~~ **and Recreation (Sports Institute)** Programmers.
5. Terms of Reference

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

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

If a decision of the Committee is disputed, the matter may be appealed to the Responsible Administrator. Where a dispute is not resolved at the Responsible Administrator level, the faculty member can appeal to Senior Management Team. Appeals may be assisted by the Association.

CONTINUING EDUCATION (Community) PROGRAMMERS – located in the Community Programs and Services Division prior to College Reorganization (1999).

1. Community Programmers will
 - a. Continue to accrue seniority as a Community Programmer;
 - b. not be displaced by any new Programmers hired by the College through internal or external selection; and
 - c. where he/she teaches as part of his/her workload, have the choice of whether to accrue all seniority in his/her teaching DDP or as a Community Programmer, or both.
2. Selection Committees for new Programmer positions will include a minimum of one (1) faculty member from the content area where the programming work is to be done as well as one (1) Community Programmer.
3. If there is a reduction in available work for C.E. programmers the DDP for lay-off purposes shall be deemed to consist of all C.E. programmers employed at that time (1999), and any external candidates hired as Community and Contract Services Programmer. Any such layoff will be carried out in accordance with the Agreement.

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THE TRAINING GROUP (formerly Centre 2000)

1. Conversion of existing Centre 2000 Program Manager positions to DCFA bargaining unit positions:
 - a. The existing Program Manager positions within The Training Group ("**TTG**") will be converted from contractor status to regular faculty member positions within the DCFA bargaining unit and will continue to be known as Community and Contract Services Programmers;
 - b. Individuals currently performing Program Manager positions will be converted from contractor status to regular faculty status. Once converted, such individuals will begin to accrue FTE service in accordance with the Agreement. Such individuals will not accrue FTE service for time worked prior to conversion;
 - c. Individuals converted to regular faculty member status under this section will be subject to a one (1) year probationary period;
 - d. Other working conditions will be in accordance with the Agreement.

In particular, contact hours are thirty-five (35) per week as provided in Article 8.02. Vacation and Professional Development time will be in accordance with Article 17.02 and Article 9, respectively, and will be scheduled in consultation with the Responsible Administrator to ensure contract management obligations are met.

- e. Community and Contract Services Programmer positions (after initial conversions) will be selected as per Article 5 of the Agreement. Selection Committees may be expanded to include representatives external to the College (where appropriate to a specific contract) who will act in an advisory capacity to the Selection Committee.
2. In accordance with the Settlement Agreement reached between the College and the Association on April 8, 2009:
 - a. **The parties agree to the following terms and conditions for English Language Training instruction/LINC work:**
 - i. **The portion of the program that involves work that is not English Language Training instruction (job search, essential skills, etc.) will be performed by TTG employees who are not Association members;**
 - ii. **The portion of the program that involves English Language Training instruction will be performed by DCFA faculty at contract rates, as provided in Article 15.09 of the Collective Agreement. Such work will not be subject to regularization under the Collective Agreement;**

CG

DS

- iii. **Non-regular ELLA faculty who teach English Language Training instruction for TTG will bank ELLA FTE as contract faculty. In the event that such faculty become regularized in ELLA, the FTE accrued for TTG work will be applied to their College FTE as a regular faculty in ELLA. Regular ELLA faculty who teach English Language Training instruction for TTG will accrue ELLA College FTE for that work;**
- iv. **Nothing in this agreement will be construed as restricting the Association from tabling proposals on contracting out at the bargaining table; and**
- v. **DCFA faculty may decline LINC program English Language Training instruction without prejudice and will retain right of first refusal on such work in the future.**

- b. The Association agrees that TTG may continue to deliver the non-credit training and related services that it has historically done, as listed in a document entitled "Contract [and] Key Proposals Summary Documents 1993-2009" that the College provided to the Association on March 23, 2009 and is available for review in the Human Resources Department. The Association agrees that such work will not be subject to grievance.

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Davin Shaw

May 11, 2023 | 3:50 PM PDT
Date: _____

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Letter of Understanding #9

LIST OF ARBITRATORS

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

Corinn Bell

Mark Brown

~~Joan Gordon~~

John Hall

Randy Noonan

Robert Pekeles

Ken Saunders

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: November 21, 2022 | 2:37 PM PST, 2022

MOA Initials

ER: LG

UN: DS

Tentative Agreement
Between Douglas College and the DCFA

The parties agree to renew Letter of Understanding #11 regarding DDP Realignments.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Colin Gibson

Davin Shaw

Date: May 11, 2023 | 3:41 PM PDT

MOA Initials

ER: CG

UN: DS

Tentative Agreement

Between Douglas College and the DCFA

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

Renew the following Letters of Understanding without amendment:

- LOU 1 - RETIREMENT INCENTIVES
- LOU 13 - EQUITY FUNDS: 2001 LOCAL NEGOTIATIONS

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Davin Shaw

Date: May 11, 2023 | 3:50 PM PDT

MOA Initials

ER: CG

UN: DS