

**DOUGLAS COLLEGE**



**COLLECTIVE AGREEMENT  
BETWEEN  
DOUGLAS COLLEGE  
AND  
DOUGLAS COLLEGE FACULTY ASSOCIATION**

**APRIL 1, 2022 – MARCH 31, 2025**

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## **A. ADMINISTRATION OF THE AGREEMENT**

### **Article 1 – PRELIMINARY**

#### **1.01 Term of Agreement — Continuation Clause**

The duration of this Agreement shall be from April 1, 2022 to March 31, 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event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.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.

#### **1.02 Parties to Agreement**

THIS AGREEMENT, entered into on August 31, 2023.

BY AND BETWEEN

DOUGLAS COLLEGE

(hereinafter referred to as "the College")

AND

DOUGLAS COLLEGE FACULTY ASSOCIATION

(hereinafter referred to as the "Association").

#### **1.03 Definitions**

a. Academic Year

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

b. Available Work

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

c. Cause (Just Cause)

For the purposes of this Agreement, cause will be defined as serious misconduct, habitual neglect of duty, incompetence, or conduct incompatible with their duties or prejudicial to the employer's business or wilful disobedience to the employer's orders in a matter of substance.

d. Common Agreement

In this Agreement, "Common Agreement" means the 2014-2019 Faculty Common Agreement between the Employers' Bargaining Committee on behalf of the member institutions ratifying that Common Agreement and the Joint Faculty Negotiating Committee on behalf of its local institutions ratifying that Common Agreement.

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 16.08.

f. DDP means Department/Discipline/Program.

g. Education Leave

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

h. Effect of College Split

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

i. Instruct/Teach

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

j. Overload

For the purposes of Article 15.08, an overload is defined as assigned faculty member work in excess of a full (100%) workload.

k. Part-time Work

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

l. Probationary Regular Positions

Full-time and part-time probationary regular positions are two (2) year probationary positions established by the College and/or the terms of this Agreement. Subject to the express terms of the Agreement, a probationary regular appointment is intended to lead to a regular position provided there is sufficient available work that the faculty member is qualified to instruct, and they have successfully completed their probationary evaluation.

A probationary regular faculty member is a faculty member who

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

Full-time and part-time probationary regular faculty members have the same benefits as regular full-time and regular part-time faculty members unless specified otherwise in this Agreement.

m. Qualified

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

n. Recall

Faculty members who have been terminated as a result of an obsolescence or redundancy under Article 13.03 will retain recall rights for a period of two (2) years from the date of termination. Such recall rights apply to a regular faculty member position in a specific DDP for which the terminated faculty member is qualified as defined in Article 1.03.m.

o. Regular Half-Time Work

The term half-time work shall mean sufficient available work to employ a faculty member for a minimum of two (2) three-credit sections or the equivalent, for two (2) out of three (3) semesters in an academic year.

p. Regular Positions

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

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



q. Regular Status

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

r. Responsible Administrator

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

s. Right of First Refusal

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

t. Secondment

The temporary transfer of a faculty member for a specified period of time to or from one position to another. A secondment can also include a temporary transfer of an employee to or from another employer where the faculty member in question remains on the College payroll.

u. Seniority

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

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.

x. Technological Change

For the purpose of the Agreement, the term "technological change" shall mean change introduced by the College in modes of learning, in modes of delivery of learning, or in modes of delivery of related services where such change affects the security of employment of faculty members, significantly

affects the terms and conditions of employment of faculty members or alters significantly the basis upon which this Agreement was negotiated.

y. Temporary Work

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

z. Termination

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

#### **1.04 Precedence of Agreement**

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

## **Article 2 – UNION SECURITY**

### **2.01 Union Recognition/Bargaining Unit Description**

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

### **2.02 Union Security/Faculty Association**

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

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

- g. The College shall provide FTE seniority service lists to the Association in accordance with Article 7.08.

## **2.03 Dues Deduction**

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

## **2.04 Union Representation (general)**

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

## **2.05 Faculty Association Business**

- a. To facilitate the operation of the Agreement and employer-faculty member relationships, the Association will be provided quarter-time leave of absence without loss of pay for one (1) of its members in two (2) semesters each year. Additional leaves of absence shall be at replacement cost.
- b. The College agrees that, while the granting of leave in excess of half-time for any one (1) individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.
- c. The request for all such leaves shall be made by the Association in writing to the Responsible Administrator and the Associate Vice President, Human Resources as soon as possible, but no later than June 15, for Fall leaves and November 1 for Winter leaves.
- d. Meetings between representatives of the Association and the College shall be held at times mutually agreeable to the parties. Every effort shall be made to hold such meetings at times that do not conflict with the teaching or duty schedules of the faculty members involved.

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

## **2.06 Contracting Out**

***Note: Additional provisions regarding Contracting Out are contained in Article 6.5 of the 2014 – 2019 Common Agreement.***

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

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

For purposes of this article, the parties agree that the duties and responsibilities reserved to the bargaining unit include those of a type normally carried out by persons described in Article 1.03.e, 1.03.l and 1.03.p.

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

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

## **2.07 Labour Disputes**

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

## **2.08 Third Party Labour Disputes – No Loss of Pay**

In the event of picketing by a union other than the Association:

Faculty members who are scheduled to teach on site, and who do not cross a picket line, will have their pay deducted for the scheduled time.

Faculty members who are scheduled to teach at an off site location during a third party labour dispute, and who fulfill that teaching obligation, will suffer no loss of pay.

Faculty members who are scheduled to work off site (other than teaching) during the third party labour dispute, and who fulfill that obligation will be paid – provided they forward a memo to their Responsible Administrator stating they were doing college work off site during the dispute. This memo will indicate the dates during which they were performing such work. Where faculty members have provided such written notification to their Responsible Administrator, no further notification will be required.

## **Article 3 – MANAGEMENT RIGHTS**

### **3.01 Management Rights**

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

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

### **3.02 Union – Management Relations**

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

## Article 4 – GRIEVANCE PROCEDURE AND ARBITRATION

### 4.01 Grievance Procedure

#### a. Grievance Defined

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

#### b. Policy Grievance

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

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

#### c. Joint Interpretation

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

#### d. Informal Grievance Resolution

A faculty member is encouraged to discuss, prior to the formal initiation of a grievance, any problems relating to their 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.

#### Step Two

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

#### Step Three

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

#### f. Referral to Arbitration

If a satisfactory settlement is not reached at Step Three, the grievance may be referred to arbitration as set forth in Article 4.02.

#### g. Time Limits and Technical Errors

If a grievance is not advanced to the next stage within fourteen (14) working days after completion of the preceding stage, it shall be deemed to have been abandoned and all rights of recourse to the grievance procedure shall terminate.

Any time limit and/or stage in the grievance process may be waived by agreement between the parties. Also a policy grievance may be advanced immediately to Step Two at the request of either party.

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

### **4.02 Arbitration**

Time limits specified in Article 4.01 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

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

c. Procedure

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

#### **4.03 Amending of Time Limits**

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

#### **4.04 Powers of Arbitrator/Jurisdiction and Authority**

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

#### **4.05 Expenses and Costs of Arbitration**

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

#### **4.06 Expedited Arbitration for Layoff**

This procedure applies to arbitration of any grievance involving interpretation, application or alleged violation of Article 13.03, including any question as to whether the grievance is arbitrable.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 13.03.b.v shall be limited to determining whether a faculty member is qualified to instruct the remaining courses or to perform the remaining services in a DDP in which another faculty member has been identified for a redundancy declaration.

The authority of an Arbitrator appointed to resolve a grievance arising from Article 13.03.b.v shall be limited to determining whether a faculty member who has been declared redundant can be reassigned on the basis of their qualifications to a position as described in Article 13.03.b.v(2). Article 4.02.c inclusive applies to this expedited procedure.

##### **Arbitrator's List**

A sole arbitrator system shall be used. A list of mutually agreed Arbitrators will be developed and updated annually.

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

##### **Pre-Hearing Procedure**

The parties shall meet within five (5) working days of the referral to arbitration and select the Arbitrator in the manner set out above. Within two (2) working days following the selection, the Association shall have a Letter of Appointment delivered to the Arbitrator. That Letter shall advise the Arbitrator of the name of the faculty member involved, and advise the Arbitrator that the Arbitrator

- a. has been appointed by agreement of the parties under either Article 13.03.b.iv or Article 13.03.c.i(1);
- b. is vested with jurisdiction over the grievance upon receipt of this Letter;
- c. must comply with this Expedited Procedure, a copy of which will be enclosed with the Letter of Appointment;
- d. must complete the hearings and communicate their decision to the parties within thirty (30) days following receipt of the Letter, and provide the parties

with written reasons for their decision no later than sixty (60) days following receipt of the Letter;

- e. must hold a pre-hearing meeting of counsel no later than fifteen (15) days following receipt of the Letter; and
- f. will order the parties to provide them with and exchange documents known to be relevant to the Issue, a Joint Statement of Agreed Facts, and a statement of each party's position on the merits of the grievance, all within ten (10) days following their pre-hearing meeting of counsel.

## **B. OPERATIONS**

### **Article 5 – SELECTION COMMITTEES, HIRING AND EVALUATION**

#### **5.01 Selection Committees**

a. Primary Functions

Selection Committees are primarily responsible for participating in

- i. the selection of regular and contract faculty in the DDP;
- ii. the selection of the DDP's Coordinator(s);
- iii. extra-DDP faculty selections;
- iv. the selection of faculty for program development projects as described in Article 8.12;
- v. the evaluation of contract and probationary regular faculty in the DDP;
- vi. the establishment and maintenance of the DDP's qualified to teach (QTT) and contract inventory lists; and
- vii. making QTT determinations where necessary, in situations involving layoff, reassignment and recall.

b. Composition and Structure

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

- i. two (2) elected by the DDP; and
- ii. the Responsible Administrator or designate.

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

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

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

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

expert(s) must comply with the conditions and rules of the Selection Committee process, and shall have voice but no vote

The parties will consider variations to the standard Selection Committee format in unusual situations that may arise. Variance requests will not be refused unreasonably. Agreed variances must be recorded in writing and registered with LMRC.

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

The Selection Committee is required to participate in extra-DDP selections as provided in Article 5.05.c.

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

c. Election of Faculty Members to Selection Committees

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

d. Bias or Conflict of Interest

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

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

## **5.02 Establishing New Positions**

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

One of the criteria for assessing candidates shall be the relative accrued DDP FTE Service of the candidates.

## **5.03 Posting for New or Replacement Positions**

Copies of advertisements for positions will be posted on the College website for a minimum of two (2) weeks. The College will provide the Association with electronic copies of postings for faculty positions.

## **5.04 Responsibilities of the Selection Committee**

- a. Regular Faculty Selections
  - i. All applications for posted positions shall be in writing and shall be reviewed by the Selection Committee or its designate(s).
  - ii. The Selection Committee shall review all written applications with supporting materials to determine those candidates who meet the qualifications and criteria established by the Selection Committee and shall compile the interview list.
  - iii. The Selection Committee shall conduct all interviews to determine whether applicants meet the qualifications and criteria for a regular position and identify the courses applicants are qualified to teach in the DDP.
  - iv. Candidates selected for interviews in a given competition shall be interviewed using a consistent format.

b. **Contract Faculty Selections**

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

c. **Coordinator Selections**

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

**5.05 Hiring Procedure**

a. **Selections for Regular Faculty**

- i. **Internal Selections for Regular Faculty from Regular Faculty**
  - (1) Regular faculty members who apply for a regular position will be treated as internal candidates, who will be considered before an external search. If a Selection Committee determines that the internal candidate is qualified for the position and recommends appointment, the appointment will be made.
  - (2) Where there are two (2) or more qualified regular faculty members, the position shall be awarded to the faculty member with the greatest DDP FTE Service. Where there is a tie in



DDP FTE service, the lottery process in Article 6.07.c will apply.

- (3) Should the Responsible Administrator not wish to follow the Selection Committee's recommendations in making the appointment, they shall meet with the Committee to provide a rationale and attempt to resolve the matter before taking action.
- (4) Faculty members hired through the internal selection process will be subject to a one (1) year probationary period.
- (5) Internal candidates may take an unpaid leave of absence from their original position in accordance with Article 7 of the Common Agreement.
- (6) Internal regular faculty members who are not selected shall, upon request, receive feedback from the Responsible Administrator.

ii. Internal Selections for Regular Faculty from Contract Faculty

- (1) The Selection Committee shall interview contract faculty members who apply, have two (2) years of DDP FTE Service, and have been evaluated as satisfactory during their second year of DDP FTE Service.

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

- (2) The Selection Committee shall assess the candidates to ensure they meet the qualifications and criteria established by the Selection Committee for a regular position.
- (3) Where the Selection Committee determines that a candidate meets the qualifications and criteria for a regular position, that candidate will be recommended by the Selection Committee for appointment and a regular appointment shall be made when there is work of half-time or more available in the DDP that the faculty member is qualified to teach. Where a faculty member has been recommended, the Responsible Administrator shall appoint.
- (4) An applicant who does not meet the qualifications and criteria for a regular ongoing position, but has two (2) years of DDP FTE Service, may be considered by the Selection Committee. Where the Selection Committee determines that such an applicant can be reasonably expected to meet the qualifications and criteria during the first year of the regular

appointment, that applicant shall be recommended and appointed to a position provided they are qualified for the courses they are required to teach. In these cases the letter of appointment shall specify the criteria and/or qualifications that must be met.

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

- (5) Where there are two (2) or more qualified faculty members with regular status, the position shall be awarded to the faculty member with the greatest DDP FTE Service. Where there is a tie in DDP FTE Service, the lottery process in Article 6.07.c will apply.
- iii. Contract Faculty Applying for Regular Status for Subsequent Appointment as Regular Faculty
- (1) When a contract faculty member has two (2) years DDP FTE Service, and is evaluated as satisfactory in the second year of DDP FTE Service, they may apply to their DDP Selection Committee for regular status as defined in Article 1.03.q.
  - (2) In the event a contract faculty member is successful in obtaining regular status, and a regular faculty position becomes available in the DDP where the faculty member is qualified to teach, the contract faculty member will be appointed to a regular position as defined in Article 1.03.p. Where a faculty member with regular status has been recommended, the Responsible Administrator shall appoint.
  - (3) Where there are two (2) or more qualified faculty members with regular status, the position shall be awarded to the faculty member with the greatest DDP FTE Service. Where there is a tie in DDP FTE Service, the lottery process in Article 6.07.c will apply.
  - (4) Contract faculty members who are not successful in obtaining regular status shall, upon request, receive feedback from the Responsible Administrator.
  - (5) Continuing as Contract Faculty
- A faculty member with two (2) or more years of DDP FTE Service who does not apply for regular status, or who rejects a regular appointment, or applies and is rejected for regular status because they do not meet the qualifications and criteria established by the Selection Committee, shall be eligible to

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

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

iv. External Selections for Regular Faculty

- (1) Where a regular position in a DDP cannot be filled through the internal selection process then the College may fill the position through the external selection process.
- (2) Where there is an external selection process, contract faculty members may apply.
- (3) Upon completion of interviews, the Selection Committee shall prepare a rank ordered list of candidates who meet the qualifications and criteria, with rationale and specific recommendation to the Responsible Administrator.
- (4) Where two (2) or more internal candidates are determined to be relatively equal by the Selection Committee, the candidate with the most DDP FTE Service shall be ranked higher. Where there is a DDP FTE Service tie, the lottery tie breaker process in Article 6.07.c will apply.
- (5) Should the Responsible Administrator not wish to follow the Committee's recommendations in making the appointment, they shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.
- (6) Faculty members hired through the external selection process shall be given regular status and be subject to a two (2) year probationary period.
- (7) In the event that the short list is exhausted, and the College still intends to fill the position, the selection process shall recommence.

b. Selection of Contract Faculty Members

Offering Contracts to Existing Contract Faculty Members

Whenever a need arises for contract faculty members, it shall be filled by one of two (2) processes:

- i. Offering Contracts to Contract Faculty Members with Right of First Refusal

- (1) Persons on a contract faculty inventory list who have successfully taught for a minimum of 1.0 FTE Service within a DDP have earned the right of first refusal for courses for which they are qualified as provided in Article 1.03.m.
- (2) Persons who have earned the right of first refusal shall be offered, in order of DDP FTE Service, available contracts for which they are qualified. Such contracts shall be offered in writing according to the following process:
  - (a) A contract faculty member shall be deemed to have taught successfully unless an evaluation carried out under Article 5.09 Contract Faculty Evaluation has been completed and the Responsible Administrator has recommended that no other contract be offered to the instructor.
  - (b) If the contract faculty member with the most DDP FTE Service refuses an available contract or contracts, the contract or contract(s) shall then be offered to the faculty member with the next most DDP FTE Service in the DDP. This process shall continue in decreasing order of DDP FTE Service (most to least), until no other contract faculty members with a minimum 1.0 FTE Service in the DDP are available.
  - (c) If a contract faculty member cannot be found for an available course or courses, after following this process, the available contract or contracts may be offered to instructors with less than 1.0 of FTE Service in the DDP or by using the selection procedure identified in Article 5.05.b.ii.

ii. Selection of New Contract Faculty

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

- (1) From the contract faculty inventory list compiled by the Selection Committee, the Chair/Coordinator shall designate contract section assignments in accordance with the provisions contained in Article 6 and forward these recommendations to the appropriate administrator.
- (2) The Responsible Administrator shall offer a contract(s) to the designated contract instructor. In the event that the designated instructor declines the contract, the Responsible Administrator shall ask the appropriate Chair/Coordinator for an alternate contract instructor.

- (3) Should the Responsible Administrator not wish to follow the Chair's/Coordinator's recommendation, they will meet with the Chair/Coordinator, provide rationale, and attempt to resolve the matter. If agreement cannot be reached, the appropriate Vice-President shall arbitrate.
- (4) In the event that the inventory is exhausted and time does not permit this process to be followed, the Responsible Administrator and the Chair/Coordinator or their designate shall jointly agree on the appointment. If the Chair/Coordinator or designate is not available, the Responsible Administrator shall make the appointment.
- (5) Where a section offered by contract to any contract instructor is cancelled and is not replaced by an equivalent contract, and a replacement contract is not offered, an instructor shall be awarded FTE Service for the sole purpose of offering future contracts as if the contract had been awarded.
- (6) All contract offers will be made in writing. For scheduled classes, the College will issue contracts at least thirty (30) days prior to their commencement. Contracts for unscheduled classes and for replacement instructors will be issued as required.
- (7) The contract faculty member is responsible for providing to the Responsible Administrator any changes to the address and phone number at which they can be contacted for contract offerings. Failure to provide the Responsible Administrator with current address and phone number will be deemed to be a refusal of contracts for the semester.
- (8) As of the dates set out in section (6) of this clause, initial written contract offers will be sent to contract faculty members. Contract offers made in accordance with this paragraph must be signed and received by the College within ten (10) days or the offers will be deemed to have been refused.

iii. Loss of Seniority/Right of First Refusal (Contract Faculty)

If a contract faculty member refuses all work at the College in the DDP for two (2) consecutive semesters or does not work in the DDP as a faculty member for a period of two (2) years before the beginning of the relevant contract, except where they are on pre-approved leave inclusive of maternity, paternity, adoption leave in accordance with clauses 17.04 and 17.10, then the faculty member

is terminated and loses any earned Right of First Refusal and all accumulated DDP FTE Service.

c. Extra DDP Selection Process for Faculty, Inter-Faculty and College-Wide Faculty Positions

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

i. Positions Involving More Than One DDP

The Selection Committee will consist of one (1) faculty member from each Selection Committee of the DDPs involved, plus the Responsible Administrator or designate.

ii. Positions Involving an Entire Faculty

The Selection Committee will consist of two (2) faculty members elected by the faculty members on the Faculty Education Committee, plus the Responsible Administrator or designate.

iii. Positions Involving More Than One Faculty

The Selection Committee will consist of one (1) faculty member elected by the faculty from each DDP's Faculty Education Committee, plus an administrator chosen by the College or designate.

iv. College-Wide Positions

The Selection Committee will consist of two (2) faculty members elected by the faculty within a unit agreed upon by the Association and the College, plus one administrator chosen by the College or designate.

v. Advisory Nature of Extra-DDP Selection Committees

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

## **5.06 General Conditions of Appointment**

a. Written Contracts and Appointment Letters

- i. All contract faculty members employed by the College shall be offered appropriate written contracts and all regular faculty members shall receive appropriate written appointment letters. All contracts and appointment letters shall specify the rate of pay, benefit elections, assigned workload, and the period of appointment, including any vacation and professional/curriculum development time required by the terms of this Agreement. Appointment letters issued to probationary regular faculty members must specify that each academic year of continued employment will be based on availability of work and seniority in accordance with Article 7 of this Agreement.
  - ii. Faculty members shall be given a copy of any employment notice affecting their own employment.
- b. Orientation of New Faculty

The College shall provide an orientation for all newly-appointed faculty members. The orientation shall include information specific to and provided by the Association.
- c. No Full-Time Work Elsewhere for Regular Faculty

A regular faculty member shall not work as a regular faculty member if they maintain full-time employment elsewhere.
- d. Contract Course Cancellation and Compensation

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

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

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

Such action will not be subject to the grievance procedure.

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

#### **5.07 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, they 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.

## **5.08 Probation for Regular Faculty**

- a. All regular faculty members must successfully complete two (2) years in a probationary appointment.
- b. The probationary period is to provide an opportunity for the College to determine whether the faculty member will be satisfactory or unsatisfactory as a regular faculty member.
- c. Where the conditions of Article 5.10 have been met (with two (2) evaluations and a remediation plan, with notification to the Association), and where the applicable Selection Committee recommends no further remediation, a probationary faculty member may be terminated without cause upon the expiry of the first year of the two-year probationary period. A 'no remediation' recommendation must be based on explicit pedagogical and/or discipline considerations and occur within months eight and twelve (8-12) of a first-year appointment.
- d. A probationary faculty member may be terminated without cause upon the expiry of the two-year probationary period. A probationary faculty member may be terminated with cause during the two-year probationary period. If a faculty member is terminated during their probationary period, such a termination will be grievable beginning at Step 2 (4.01.e) of the grievance procedure.
- e. If, after the final evaluation of the probationary period, the probationary faculty member is found to be satisfactory for regular employment, then subject to the terms and conditions of this Agreement they shall be offered a regular position three (3) months prior to the expiry of their probationary period.
- f. If, after the final evaluation of the probationary period, the required levels of improvement as determined by the Responsible Administrator have not been reached, the Responsible Administrator shall recommend to the appropriate Vice-President that the faculty member receive no further instructional work beyond the end of their current probationary regular appointment. Where this occurs the faculty member shall be advised in



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

- g. Where a probationary regular faculty member is laid-off, they shall receive pro rata recognition of time worked towards their probationary period. However, at least one (1) year of the probationary period must consist of continuous employment.
- h. Where a probationary faculty member is on a leave, including sick leave/STD/LTD, for over sixty (60) days, the probationary period will be extended by the length of such leave, or until the end of a semester, whichever is greater.
- i. Personal leaves of absence without pay will not ordinarily be granted to faculty members during their probationary period.

#### **5.09 Contract Faculty Evaluation**

- a. Commencing with 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. Contract faculty evaluations will include all elements of a probationary regular faculty evaluation, excluding regular faculty service requirements, and will be consistent with the role of a contract faculty member.
- c. Where a contract faculty member receives two (2) consecutive unsatisfactory evaluations in two (2) different semesters, they shall be terminated at the end of 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.

#### **5.10 Probationary Regular Faculty Evaluation**

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

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

If the faculty member is found to be unsatisfactory for regular employment, then the evaluation report shall specify the deficiencies and shall make

positive suggestions for each. The standards will be determined by the College.

- b. The methods used to collect information will be provided to the faculty member in writing before the evaluation process begins, and will include the following:
  - i. Written faculty member peer evaluation;
  - ii. Written student evaluations (where applicable);
  - iii. Written self-evaluation by the probationary faculty member;
  - iv. Other methods agreed to by the Selection Committee and by the Responsible Administrator, in which case the probationary faculty member will be informed of such other methods in writing before the evaluation process begins; and
  - v. Written Responsible Administrator evaluation.
- c. The peer evaluator will be appointed by the Responsible Administrator or designate (i.e., Chair/Coordinator of the DDP or Chair of the Selection Committee), who will choose without bias from a list of available faculty after consultation with the probationary faculty member and the Chair/Coordinator of the DDP. The peer evaluator shall be a post-probationary regular faculty member. Where possible, the peer evaluator shall be from the DDP and shall not be a member of the Selection Committee. In selecting evaluators, course expertise and DDP needs must be considered. If the probationary faculty member raises in writing an allegation of bias or conflict of interest on the part of the peer evaluator, the existence of a reasonable apprehension of bias or conflict of interest will be determined by the Responsible Administrator. If a reasonable apprehension of bias or conflict of interest is found to exist, another peer evaluator will be appointed.
- d. The probationary faculty member will be allowed to read and review the evaluation report. The faculty member will have five (5) working days in order to respond in writing to any errors or omissions. The evaluation report will then be discussed with the faculty member who will sign a copy indicating that the report has been seen. The faculty member can register agreement or disagreement with the report at this time.
- e. Where an evaluation has not been done, then it will be understood that a probationary faculty member has received a satisfactory evaluation.

### **5.11 Post-Probationary Faculty Member Developmental Evaluation**

#### **a. Purpose**

Post-probationary faculty member developmental evaluation is formative. The primary goals of 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;
- 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 they are undertaking the evaluation process.

- v. Every five (5) years, each post-probationary faculty member will complete the evaluation process.
- vi. At the start of each evaluation, the faculty member will identify one or more area(s) of professional practice 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, 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 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 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; and
  - (3) Any other relevant information that the faculty member wishes to highlight.
- ix. After receiving the summary report, the Responsible Administrator may discuss the planned PD activities with the faculty member.
- x. Where areas are identified for development, 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:
    - (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
    - (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.

## **5.12 Access to Information in the Evaluation File**

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

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

### **6.01 Identifying Available Work**

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

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

### **6.02 Establishing Regular Positions**

- a. Positions required to meet specific educational requirements shall be identified from the work available. The Responsible Administrator will establish such positions after consultation with the Chair or Coordinator of the DDP.
- b. Educational considerations will be the first criterion used in establishing a position.
- c. As many positions as possible will be full-time.
- d. In establishing positions, factors such as inter-campus travel, the number of course preparations, and the level of preparation, delivery and assessment will be taken into account.
- e. A faculty member may be required to provide instruction on weekends or during the Summer semester if this is where the available work, which results in their position being established, exists.
- f. Nothing in this Agreement prevents the College from establishing an ongoing regular position where the College determines an ongoing regular position is required.

### **6.03 Establishing Workload**

- a. "Established workload" means the minimum amount of work that must be assigned to a regular faculty member, provided work is available which the faculty member is qualified to teach.
- b. Where a regular faculty member has occupied a regular position in a DDP for three (3) consecutive years, and is assigned regular work for a fourth consecutive year, the faculty member shall be granted an established workload. The established workload is the faculty member's lowest annual workload assignment within the four (4) year period.
- c. Work identified prior to September 1 as being available to be assigned to regular faculty members shall be considered as part of the established workload when it is assigned to a regular faculty member.
- d. Work identified on or after September 1 shall not be considered as part of the established workload of a regular faculty member. Where such work is performed by a regular faculty member and continues for a second or third consecutive semester in the same academic year, then the work in the second or third consecutive semester shall be considered as part of the established workload of that regular faculty member.

### **6.04 Increasing Established Workload**

The established workload of a regular part-time faculty member shall be reviewed annually. If the faculty member's annual workload assignment in any subsequent period of four (4) consecutive years exceeds the established workload, the faculty member shall be granted a new established workload equal to their lowest annual workload assignment within the most recent four (4) year period. The faculty member's new established workload shall take effect at the beginning of the fourth year of this period.

### **6.05 Determining Workload Assignments**

- a. Prior to each semester, each DDP will ensure discussions have occurred with regular and contract faculty members to determine the needs of the DDP. These discussions will include faculty member preferences with respect to scheduling and assignments.
- b. Where a contract faculty member indicates a preference for assignment of fewer contracts than they would otherwise be entitled to, the faculty member will provide a written waiver to this effect to the Responsible Administrator.

This written waiver must be provided by July 1 for Fall semester contracts, by November 1 for Winter semester contracts, and by March 1 for Summer semester contracts.

## **6.06 Offering Work to Existing Regular Faculty**

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

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

## **6.07 Offering Additional Available Work**

- a. Before July 1

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

- i. laid-off post-probationary regular faculty members with recall rights, in order of DDP FTE Service;
  - ii. laid-off probationary faculty members with recall rights, in order of DDP FTE Service;
  - iii. contract faculty members with regular status, in order of DDP FTE Service;
  - iv. through the internal selection process; and
  - v. through the external selection process.
- b. On or After July 1

Where additional work becomes available on or after July 1, the College shall offer such work to qualified faculty in the DDP who have not yet



received full-time work assignments, in the priority sequence set out in Article 6.06 and then Article 6.07.a.i through 6.07.a.iii.

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

- i. contract faculty members in the DDP who have achieved a right of first refusal, in order of DDP FTE Service;
  - ii. through the contract faculty selection process; and
  - iii. regular faculty members in the DDP, on an overload basis.
- c. In the event that two (2) or more regular faculty members have identical DDP FTE Service, then College FTE Service shall be used as a tie breaker for the purpose of appointment or workload allocation. If a tie continues to exist it shall be decided by lot. The lottery will be conducted as follows: the faculty members' names will be written on identical pieces of paper, which will be placed in a covered receptacle. The Associate Vice President, Human Resources or designate will draw one name from the receptacle and read out the name. The winner of the tie breaker will be offered the available work for the coming academic year.
- d. Part-time regular faculty members who are offered additional available work will have seven (7) calendar days to advise the College in writing whether or not they accept such additional work. Where a part-time regular faculty member rejects additional work for an academic year in which the faculty member is not scheduled to be on an approved leave, they shall not subsequently be offered additional, available work unless they notify the Administrator in writing of their willingness to accept additional work.
- e. A post-probationary regular faculty member planning to retire in the following academic year may request, for the academic year preceding retirement, a part-time workload spread across three (3) semesters. Access to this provision will be limited to one (1) occasion per faculty member.

#### **6.08 Payment for Additional Available Work**

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

## 6.09 Workload Reduction

### a. Involuntary Workload Reduction

Once a regular faculty member has an established workload, the provisions of Articles 13.03.b and 13.03.c shall apply where there is an involuntary reduction in this workload.

### b. Voluntary Workload Reduction

- i. A faculty member with a reduced workload shall be treated the same as a regular part-time faculty member for the purposes of determining their rights and obligations under this Agreement, except as amended by this article.
- ii. Benefit premiums for faculty members working a reduced workload shall be prorated.
- iii. Faculty members with a reduced workload may request contract work.

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

### v. Permanent Workload Reduction

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

instructional responsibilities is appropriate. The Selection Committee shall make recommendations to the Responsible Administrator. Should the Responsible Administrator not wish to follow the Selection Committee's recommendations regarding the requirements stated above, and/or as a result of Divisional or College-wide impact of making the decision, the Responsible Administrator will meet with the Committee and provide rationale, and attempt to resolve the matter before taking action.

- (5) A faculty member who obtains a permanently reduced workload shall relinquish all claim to their full-time position. A faculty member on a permanently reduced workload may apply in writing for an increased workload in accordance with the Agreement after working two (2) years at permanently reduced workload. The faculty member requesting an increased workload under this article will be offered work identified as available work in accordance with Articles 6.06 and 6.07.

## **Article 7 – SENIORITY**

### **7.01 Definitions of Seniority Categories**

In this Agreement,

- a. "FTE Service" means all full-time equivalent service with the College as a faculty member;
- b. "College FTE Service" means all FTE Service accrued since the date of a faculty member's first regular appointment, and includes all FTE Service accrued in a regular or contract appointment following that date;
- c. "Contract FTE Service" means FTE Service accrued as a contract faculty member in a DDP prior to the issuance of a regular appointment; and
- d. "DDP FTE Service" means the aggregate of a faculty member's
  - i. College FTE Service accrued in the DDP, in accordance with Article 7.04; and
  - ii. Contract FTE Service accrued in the DDP.

### **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 two or more contract faculty members have identical Contract FTE Service, and for the purpose of LOU #1 (Retirement Incentives).
- b. College FTE Service is used in layoff and recall (Article 13) and as a tiebreaker for workload allocation purposes where two (2) or more regular faculty members have identical DDP FTE Service (Article 6).
- c. Contract FTE Service is used in offering contracts to contract faculty (Article 5.05.b.i), and as a tiebreaker where two (2) or more regular faculty members have identical College FTE Service.
- d. DDP FTE Service is used in workload allocation (Article 6), in internal selections for regular faculty from contract faculty (Article 5.05.a.ii), where a contract faculty member applies for regular status in a DDP (Article 5.05.a.iii), in external selections for regular faculty (Article 5.05.a.iv), and in Coordinator selections (Article 11.02).

### **7.03 Measurement of Seniority**

- a. The maximum FTE Service that may be accumulated shall be limited to one (1) FTE per year. Eight (8) sections of full-time instruction or equivalent, shall be equivalent to one (1) year of FTE Service.
- b. Overload contracts issued under Article 15.08 will not be included in FTE Service.

### **7.04 Accrual of Seniority**

- a. Contract FTE Service is accrued separately in each DDP in which the faculty member performs work.
- b. College FTE Service is accrued in a regular faculty member's home DDP (i.e., the DDP of the faculty member's first regular appointment), regardless of where the work is performed. However, where a regular faculty member obtains work in a recognized DDP outside their home DDP, the faculty member may elect instead to accrue their College FTE Service separately in each DDP in which the faculty member performs work. The election must be communicated in writing to the Responsible Administrator of each DDP in which the faculty member works, with a copy to Human Resources.
- c. If a regular faculty member has separate and concurrent regular appointments in two (2) DDPs, the faculty member will be deemed to have two (2) home DDPs and will accrue College FTE Service separately in each home DDP.
- d. Where a regular faculty member is internally selected for a regular position in a new DDP, FTE service accrued in the faculty member's previous home DDP may not be imported into the new home DDP.

### **7.05 Loss of Seniority**

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

- a. the loss of seniority provisions in Article 5.05.b.iii, 12, 13.01, 13.02, 13.03.a.iv, or 13.03.c.ii apply; or
- b. the faculty member's employment with the College is otherwise terminated.

### **7.06 Seniority – Regular Faculty**

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

## **7.07 Seniority – Contract Faculty**

- a. FTE service for the purpose of awarding contracts in the Fall semester shall include all service earned and/or contracted for and commenced as of the previous June 1.
- b. FTE service for the purpose of awarding contracts in the Winter semester shall include all service earned and/or contracted for and commenced as of the previous October 1.
- c. FTE service for the purpose of awarding contracts in the Summer semester shall include all service earned and/or contracted for and commenced as of the previous February 1.
- d. Contracts which commence outside of the standard semester dates will be awarded in accordance with the nearest appropriate date as set out above.

## **7.08 Seniority Lists**

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

Name of faculty member

Status:

RPRO = Regular probationary

RPPR = Regular post-probationary

REGR = Regular with established workload

CONT = Contract

CRFR = Contract with right of first refusal

CREG = Contract with regular status

Home DDP

Other DDP(s) (where applicable)

Established Workload (where applicable)

Regular Appointment Date in the DDP (where applicable)

Contract Hire Date in the DDP

DDP FTE Service

College FTE Service Accrued in the DDP

Contract FTE Service Accrued in the DDP

College FTE Service Accrued outside the DDP (where applicable)

FTE Service

FTE Service accrued since last update (by semester)

- b. The College shall update the regular faculty member seniority list annually before November 1, for all FTE Service earned up to and including the prior August 31, and the contract faculty member seniority list three (3) times per year, as follows:
  - i. on or before July 1, for all FTE Service earned up to and including the prior April 30;
  - ii. on or before November 1, for all FTE Service earned up to and including the prior August 31; and
  - iii. on or before March 1, for all FTE Service earned up to and including the prior December 31.

Requests by the Faculty Association for updated seniority lists outside these dates will not be unreasonably withheld.

- c. The seniority list will be posted electronically, in a manner that makes it accessible by the Association, Administrators, Chairs/Coordinators, and all faculty members.
- d. The seniority list is subject to correction, provided that any changes must be supported by documentation that is satisfactory to the College, acting reasonably.

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

## **7.09 Qualified to Teach**

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

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

## Article 8 – WORKING CONDITIONS

### 8.01 Normal Duties

- a. There are ten (10) months of accountable time. This period includes such activities as teaching, the counselling of students, curriculum and professional development and participation on a variety of educational committees.
- b. Within the ten (10) month accountable time period, all regular faculty members will normally be assured a minimum of one (1) month professional and curriculum development time.
- c. At least one (1) month before the commencement of any period of professional development, the faculty member concerned may be requested by the College to submit to the appropriate Professional Development Committee and Responsible Administrator an outline of their proposed professional development activities. At the conclusion of any period of professional development, the faculty member may be requested by the College to submit a report to this same Committee and Responsible Administrator.
- d. Carryover of Curriculum and Professional Development Days  
  
If the needs of the College demand, and if the Responsible Administrator requests them to do so, a faculty member may carry over a portion of their annual curriculum and professional development time up to a maximum of ten (10) working days for use in the following year, at a time to be agreed upon by the faculty member and the Responsible Administrator. Such carryover of curriculum and professional development time shall occur with the agreement of the faculty member.
- e. There is an inherent assumption that the duties of regular faculty members involve responsibilities beyond those expected of contract faculty members.

### 8.02 Contact Hours

a. Type of Instruction	Contact hours
Classroom Related	16
Music Rehearsal	16
Reality Environment	18
Music Private Lesson	24
Simulation Environments	24
Individual Learning	24



Practicum Supervision	32
Counselling	35
Research and Development	35
Library Related	35
Community Programmers	35

- b. Work schedules within the limits contained in 8.02.a shall be delivered in co-operation with the Responsible Administrator.
- c. The load for an instructor teaching in more than one instructional mode is prorated.
- d. Workload Averaging
  - i. The average teaching load is determined over an entire academic year; eighteen (18) hours of instruction per week in one semester and fourteen (14) in the other, for example, constitute an average teaching load of sixteen (16) hours for classroom related instructors.
  - ii. In exceptional circumstances a regular faculty member may request to average the teaching workload over a longer period. In these circumstances, the faculty member shall submit a plan, in writing, regarding accountable and vacation time to the appropriate Chair/Coordinator and Responsible Administrator for approval.

Notwithstanding Article 17.02.b and 17.02.c, plans may provide for a carryover of up to forty-two (42) professional development days and eighty-four (84) vacation days.

To facilitate these situations, the distribution of work, as per Articles 6.06 and 6.07, does not apply.

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

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

### **8.03 Workday**

- a. There will be a maximum of seven (7) hours daily classroom contact for faculty members, except where program requirements or physical facility limitations dictate a longer period. In such cases, the daily contact hours may be increased where it is agreed to by the Association.

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

- b. No faculty member shall be required to work a day consisting of more than ten (10) hours from the beginning of the first work assignment to the end of the last work assignment without their prior consent in writing.
- c. There shall be a minimum of twelve (12) hours between the end of a faculty member's last work assignment on one day and the start of their work assignment on the next day, unless they give prior consent in writing.
- d. Weekend Work
  - i. No faculty member shall be required to work on Saturday, except as established by past practice. In the event that regular and contract faculty members within the pool decline Saturday work, the College will employ other contract faculty members, as selected through Article 5.05.b who agree to Saturday employment.
  - ii. No faculty member shall be required to work on Sunday. Any faculty member working on a Sunday shall receive a bonus of 10% of the hourly rate in addition to pay otherwise applicable.
  - iii. Notwithstanding 8.03.d.i and 8.03.d.ii, a faculty member may be required to provide instruction on weekends if this is where the available work which results in their position being established exists.
  - iv. No contract faculty member shall be refused a contract as a result of the application of sections 8.03.d.i and 8.03.d.ii. If a contract faculty member should lose work through withholding consent under Article 8.03.d.i and 8.03.d.ii, the College shall attempt to reschedule the contract instructor's work assignment, such rescheduling to be subject to the operational requirements of the College.

#### **8.04 Counsellors, Librarians and Community Programmers**

For these faculty members, work schedules shall follow past practices and shall be delivered in co-operation with the Responsible Administrator. Where Counsellors and Librarians and Community Programmers are involved in instructional modes listed in Article 8.02.a, their workload shall be prorated.

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

#### **8.05 Music Instruction**

- a. Rehearsal Instruction

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

auditioning, organizing and directing performances in the College and community.

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

b. Private Lesson Instruction

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

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

### **8.06 Instructional Conditions**

- a. No instructor shall be required to accept into a course section a number of students greater than that specified in the Curriculum Guidelines approved through the College Governance System.
- b. No instructor shall be assigned more than three (3) different course preparations within their workload in any semester without their consent.

### **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 also post their office hours online.

### **8.08 Office Space**

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

### **8.09 Parking**

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

## 8.10 Extended Day Meal Allowance

Faculty who are required to work extended days (more than eight (8) hours) will be entitled to 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.

## 8.11 Travel

- a. The College being a multi-campus institution, all faculty members are obliged to have access to transportation since they may be expected, subject to the following guidelines, to teach at one or more of the College campuses or other locations where classes are scheduled:
  - i. Teaching at two (2) locations on any one (1) day may be required.
  - ii. A faculty member shall not be assigned to teach at more than two (2) locations in any semester without their consent.
- b. For authorized travel among College campuses, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:
  - i. the first campus reported to each day will, for the purpose of this article, be the "home" campus for that day and inter-campus mileage will accumulate from that location; and
  - ii. there will be no mileage claim allowed for travel from the last campus to home.
- c. For authorized travel to other assigned (non-campus) work sites, mileage will be paid at the rate established by the College Expense Claim Guidelines on the following basis:
  - i. a "home" campus will be established for each faculty member based on the primary location of the instructional responsibilities of their program or on the campus location where the faculty member has the majority of instructional duties; and
  - ii. where authorized travel from home to an assigned (non-campus) work site is greater than travel from home to the "home" campus, the additional mileage traveled will be compensated both ways.
- d. Faculty members who are required by the College to travel in excess of six (6) days in any calendar month for which they are entitled to receive compensation as per 8.11(a) shall be reimbursed, upon presentation of appropriate receipts and documents, 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per faculty

member. It is the faculty member's responsibility to purchase Class 007 vehicle insurance when necessary.

## **8.12 Assignment of Other Duties**

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

Procedure:

- a. The College may assign program/curriculum development or special projects to faculty members and, in such cases, will provide adequate time to accomplish the agreed upon tasks.
- b. The Association will be provided with details of all such time releases, including the faculty member involved, the amount of time provided, and the duties to be undertaken. A copy of such details will also be provided to Human Resources.
- c. In the case of projects that are of a duration of one (1) semester or more, the following process will be used for assigning the work in question:
  - i. Where a faculty member has developed the program development proposal, and where the faculty member is qualified for the work in question, the work will be offered to the faculty member without posting.
  - ii. Where the proposal has been developed by more than one (1) faculty member, the faculty members, in consultation with the Responsible Administrator, will determine which qualified faculty member(s) will be offered the work without posting.
  - iii. Where a proposal has been developed by faculty members, or by the College, and where no faculty members in the DDP group are qualified for the work, notice will be given to all faculty members in accordance with Article 8.12 of the Agreement, and applications from faculty members invited.
- d. Selection and appointment for program development projects, as identified in Article 8.12.c above, shall be in accordance with the principles of Article 5 of the Agreement.
- e. In the case of program development projects that do not fall within the parameters provided in Article 8.12.c above, the Responsible Administrator may make an appointment after receiving the advice of the appropriate DDP group. See Article 5.01.b.

## **Article 9 – PROFESSIONAL DEVELOPMENT**

For the purposes of Article 9, “Faculty” means Faculties in the College’s Academic Division, as well as areas outside the Academic Division in which faculty members are employed.

The purpose of professional development is to encourage ongoing intellectual growth and scholarly activity, so that faculty members will maintain currency in subject matter, instructional processes, technological developments, learning materials, library holdings and professional skills and competencies relevant to their position with the College.

### **9.01 College-Wide Professional Development**

- a. The parties agree to establish a College-Wide Professional Development Program for the maintenance and development of the faculty members’ professional competence and effectiveness. It is agreed that maintenance of currency of subject knowledge, the improvement of performance of faculty duties, and the maintenance and improvement of professional competence are the primary professional development activities of faculty members.
- b. Information collected as part of this program shall be the sole property of the faculty member. This information or any judgments arising from this program shall not be used to determine non-renewal or termination of a faculty member's contract, suspension or dismissal of a faculty member, denial of advancement on the salary scale, nor affect any other administrative decisions pertaining to the promotion or employment status of the faculty member.
- c. A joint advisory committee, the College-Wide Professional Development Advisory Committee, consisting of one (1) regular faculty member elected from each Faculty and two (2) administrators, will make recommendations for the operation, financing and management of the College-Wide Professional Development Program. At least once annually, the College will provide the Association with a report on the usage of the Program.
- d. The College will allocate a minimum of \$3,000 for the financing of the College-Wide Professional Development Program.

### **9.02 Faculty Professional Development Committees and Funds**

- a. Each Faculty shall have a Professional Development (PD) Committee consisting of the Responsible Administrator and elected regular faculty members.
- b. The elected members shall be at least three (3) in number and shall be elected at a Faculty meeting to be held in May each year.
- c. One (1) of the elected members shall serve as Professional Development Chairperson.

- d. The Faculty committees have the responsibility of promoting, within the Faculty, activities to enhance the academic, technical, and educational standards of the DDPs. The College shall provide the appropriate Faculty Professional Development Committee with copies of any reports on professional development activities funded under Article 9.01.
- 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 within five (5) 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.
- f. PD Funds Allocated on a Faculty FTE Basis
  - i. A budget of seven hundred seventy-five dollars (\$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, 2023, this amount will increase to one thousand dollars (\$1,000) for each full-time equivalent (FTE) faculty member.
  - ii. Faculty have the right to individually accumulate PD monies. All pooling of PD monies, therefore, will be voluntary.
  - iii. Each Faculty PD Committee's guidelines shall include a mechanism for reallocating any non-pooled individual PD funds that are attached to former members of that Faculty who are no longer employed by the College. A list of such former members shall be provided annually to each Committee.
  - iv. Once annually, on or about 15<sup>th</sup> 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. The College shall 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 two hundred dollars (\$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 four thousand dollars (\$4,000).
- iii. The Supplemental PD Fund shall consist of the following annual amounts:
 

(1) Year 1 – 1 <sup>st</sup> September 2022:	\$ <u>400,000</u>
(2) Year 2* – 1 <sup>st</sup> September 2023:	\$240,000

\*The Supplemental Fund will be maintained at the Year 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 15<sup>th</sup> September of each year.
- vi. The Faculty PD Committee shall accept applications for Supplemental PD Funds as of 1<sup>st</sup> September each academic year. Funds awarded must be spent prior to the end of the same academic year (i.e., by the following 31<sup>st</sup> 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.
- x. Once annually, the College shall provide each Faculty PD Committee with a listing of the new and carryover funds available for SPDF as per Articles 9.02.g.iv and 9.02.g.ix.



### 9.03 Education Leave

#### a. Purposes

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

Education Leave may be used for any of the following:

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

#### b. Eligibility

- i. After a period of three (3) years of full-time equivalent service, a regular faculty member may apply to receive up to four (4) months of Education Leave, provided that a suitable replacement can be found for the period of absence. A faculty member may prorate Education Leave over two (2) or three (3) semesters in the same academic year.

#### ii. Credit for Previous Employment or Two (2) Years Eligibility

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

#### iii. Wait Period for Successful Applicants

Successful applicants for Education Leave will be ineligible for a further education leave for a period of two years upon return. However, ineligible candidates may apply if there are sufficient

unawarded funds remaining and no other approved education leave candidates.

c. Application Procedure

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

- i. A Form and Guidelines for Education Leave applications are available from the Responsible Administrator;
- ii. Written applications are to be submitted to the Responsible Administrator;
- iii. The application must include a letter of support from the applicant's Responsible Administrator. This letter of support will provide comment on the value of the Education Leave to the DDP and to the faculty;
- iv. Other letters of support from faculty peers, external colleagues, etc., may be submitted with the application; and
- v. The application together with the comments and recommendations will then be submitted to the Education Leave Committee.

d. Late Applications

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

e. Education Leave Committee

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

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

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

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

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

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

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

f. Recommendations of the Committee

The Education Leave Committee will consider all applications submitted by the third Monday of October. The Committee will interview all applicants whose submissions meet the Education Leave criteria (as per articles 9.03.a and 9.03.b). Where applications are of equal merit, faculty members who have not previously had leave will be given preference.

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

Unsuccessful candidates will be provided the opportunity to meet with the Vice President, Academic and Provost to receive feedback on their applications.

g. Decision of the Vice President Academic and Provost

By the end of January the Vice President Academic and Provost will advise the applicants of their final decision.

h. Taking Education Leave

i. Compensation During Education Leave

- (1) Faculty on Education Leave shall receive 100% of the salary a faculty member would otherwise receive were they not on leave.

- (2) If a faculty member receives a grant, bursary, stipend, salary or other award from another source during the leave period, the College will reduce its contribution to the point where the total monies received by the faculty member equal the faculty member's full-time salary. Any savings will be returned to the Education Leave fund.
  - (3) Traveling expenses, special allowances, or research expenses awarded under the terms of any scholarship or grant (such as a College Scholarly Activity research expenses grant) will not affect the faculty member's salary.
  - (4) There is no limit to the amount of grants a faculty member may receive on leave.
- ii. Salary Adjustments, Benefits and Accrual of Seniority on Education Leave
  - (1) Faculty members on Education Leave will receive any salary adjustments for which they would normally be eligible.
  - (2) The College will continue its full contributions to the benefits plans outlined in Article 16 for faculty members on Education Leave.
  - (3) Time spent on Education Leave shall count as full-time equivalent (FTE) service for the purposes of Article 13.03.
- iii. Date Variations in Taking Education Leave

Variations in the dates of Education Leave are possible.

i. Returning from Education Leave

i. College Contact and Date of Return

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

ii. Requirements Upon Return From Education Leave

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

iii. Education Leave Debt/Cancellation

The College's contribution towards a faculty member's Education Leave shall be a debt by the faculty member to the College. This debt shall be cancelled after a period of one (1) year's FTE service following the leave.

iv. Rights Upon Return From Educational Leave

Upon returning from Education Leave, the faculty member is assured of resuming their previous position and duties or an equivalent position and duties, subject to the provisions of Article 13.03.

j. Funding Education Leave

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

k. Annual Fiscal Academic Year Reports

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

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

## **Article 10 – PROTECTION OF FACULTY MEMBERS**

### **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, 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.
- 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. All information will be kept separate from the faculty member's employee file.
- 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. 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. 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.
  - 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. All notices and other written communications concerning the complaint will be delivered to the Respondent's College email address, unless an alternative delivery method is mutually agreed.
  - iv. Faculty members being interviewed concerning a harassment or policy complaint will be informed by the College of their right to Association representation.

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

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 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.
- 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.
- (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 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.

## **10.06 Technological Change**

### **a. Notice**

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

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

### **b. Data to be Provided**

The notice and description mentioned in 10.06.a and 10.06.b shall be given in writing and shall contain pertinent data, including

- i. the nature of the change;
- ii. the date on which the College proposes to effect the changes;
- iii. the approximate number, type, and location of the faculty member or faculty members likely to be affected by the change;
- iv. the effects the change may be expected to have on the faculty member's or faculty members' working conditions, terms of employment, and security of employment;
- v. all other pertinent data relating to the anticipated effects on a faculty member or faculty members; and
- vi. draft changes and additions to the Agreement consequent to the technological change (see 10.06.e).

### **c. Notice to Faculty Members Affected**

The notice mentioned in 10.06.a and 10.06.b and the information specified in 10.06.b shall also be given to the faculty member or faculty members who will be affected by the technological change.

d. Consultation

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

e. Resulting Agreements

Agreements reached between the parties under 10.06.d shall be concluded in writing and such agreement shall have the same effect as the provisions of the existing Agreement.

f. Failure to Agree

Where the parties do not reach agreement within sixty (60) days of the commencement of formal consultation under 10.06.d, and where various matters relating to the affected faculty members remain unsolved, either party may refer the matter to arbitration under Article 4.02.

g. Effect of Dispute Resolution on Introduction of Technological Change

Technological change shall not be introduced by the College until the matter, including any question as to whether or not the change in dispute is in fact technological change, has been resolved by agreement under Article 10.06.e or arbitration.

h. Grievances Pertaining to Technological Change

Grievances over the application, operation, or alleged violation of Article 10.06 shall commence at the level of the College President (see Article 4.01.e).

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

In the event of a reduction in the number of regular faculty members as a consequence of technological change, such reduction shall be governed by the procedures for obsolescence/redundancy set out in Article 13.03.

## **10.07 Copyright**

***Note: Provisions regarding Copyright are contained in Article 5 of the 2014 – 2019 Common Agreement and Letter of Understanding #4 of the Local Agreement.***

## **10.08 Indemnity: Liability Insurance**

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

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

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

## **10.09 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 2 Occupational Health and Safety, Division 5 Joint Committees and Worker Representatives of the Act.

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

### **a. Faculty Representatives on the College Health and Safety Committees**

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

### **b. Compliance with WCB Regulations**

The College and the Association agree to comply with all regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of faculty members.

- i. Faculty members have the right to remove themselves from any situation in which they perceive an immediate threat of violence. A faculty member has the right to remain away from the situation in question until such time as the College has taken action to resolve the situation.

- ii. A faculty member who takes action under (a) must report the fact as soon as possible, along with relevant details, to their Responsible Administrator.
- iii. Faculty members must follow College Policy in reporting incidents of violence.
- iv. The College will investigate and take action as necessary.
- v. A faculty member will have the right to have an Association representative present at any meeting or investigation called into the incident.



## **Article 11 – ADMINISTRATION AND GOVERNANCE**

### **11.01 Election of Chairs**

- a. The Chair position shall be established at the discretion of the faculty members in the affected DDP and filled by a regular faculty member.
  - i. Effective September 1, 1993, time release for Chairs shall be as follows and shall only apply to the Faculties of Humanities and Social Sciences; Language, Literature and Performing Arts; and Science and Technology. One section of release time annually (one three-credit equivalent section) for each Department/Discipline with 7.0 faculty FTE, or less.
  - ii. Two (2) sections of release time annually (two (2) three-credit equivalent sections) for each discipline with more than 7.0 faculty FTE, except in those disciplines where coordination time is provided. Where coordination time is provided in a discipline with more than 7.0 faculty FTE, one section of Chair release time shall be provided. Sociology/Anthropology shall be treated as one Department/Discipline.
- b. Whenever a vacancy arises for a Chair position it shall be filled by the following process:
  - i. All regular faculty members of the DDP or closest related DDP shall be eligible to vote for and be elected as Chair.
  - ii. The Chair shall be elected for a one-year period, during the Winter semester, for the next Academic year.
  - iii. Elections for Chair will occur at a meeting of faculty, which is duly constituted by the Responsible Administrator.
  - iv. The Responsible Administrator will provide a written announcement of a meeting during which a Chair election will take place, at least two (2) weeks prior to the date of the meeting.
  - v. Participation of faculty in such meetings for the purposes of elections may be facilitated by telephone or teleconference.
  - vi. Chair elections will be determined by majority vote of the faculty, by either a show of hands or by ballot, as determined appropriate by the DDP.
  - vii. Following election, the Responsible Administrator will offer an appointment to the faculty member so elected and will advise Human Resources, in writing, of the name of the elected Chair and any associated time release.

- viii. A Chair can be removed from the position by a majority vote of regular faculty members present and voting at a duly called meeting of the discipline(s)/program(s).
- ix. When a vacancy is unable to be filled by the above process, it is understood that the Dean/Associate Dean/Director will assume the duties normally performed by the Chair.

## **11.02 Selection of Coordinators**

Vacancies for Coordinators will be filled in accordance with the following procedures. The Selection Committee shall establish the qualifications and criteria for the Coordinator. The Selection Committee or its designated representatives shall conduct all interviews.

### **a. Internal Selection**

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

Where the internal selection process has been used, the Selection Committee shall prepare a rank ordered list of internal qualified candidates with rationale. When two (2) candidates are considered relatively equal, the candidate with the most FTE service in the DDP shall be ranked higher. The Dean/Director shall appoint the candidate ranked first by the Selection Committee.

### **b. External Selection**

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

Where two (2) or more candidates are determined to be relatively equal by the Selection Committee, the candidate with the most FTE service in the DDP shall be ranked higher.

Should the Dean/Director/designate not wish to follow the Committee's recommendations in making the appointment, they shall meet with the Committee to provide rationale and attempt to resolve the matter before taking action.

- c. A faculty member may resign from a Coordinator position without jeopardizing their regular position.

- d. Faculty Coordinators are appointed for a minimum of one year. In the event that a faculty member elects to resign from a Coordinator position, the faculty member will provide written notice, no later than March 15, of their intent to resign from the Coordinator position prior to the conclusion of the current academic year, August 31.
- e. Under extenuating circumstances a faculty member may resign from a Coordinator position prior to the conclusion of the term and return to their regular faculty position prior to the conclusion of the current academic year, provided adequate work that they are qualified to teach is available. Such arrangements are at the discretion of the Dean; however, permission to do so will not be unreasonably withheld.
- f. When a vacancy is not filled by the above process, it is understood that the Responsible Administrator will temporarily assume the duties customarily delegated to the Coordinator.

### **11.03 Chair/Coordinator Supports**

The College will make available the following supports for Chairs/Coordinators:

- a. Formal training and resources, including digital resources, for Chairs and Coordinators;
- 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, the provision of markers for Chairs/Coordinators.

### **11.04 Governance Releases**

A faculty member elected to the position of Education Council Chair shall be entitled to four (4) sections (one-half time) of release time for each complete year of office. Such entitlement shall be prorated for partial year of office.

### **11.05 Administrators Right to Instruct**

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

### **11.06 Administrators Moving Into Faculty Positions**

Administrators may, at their or the College's request, transfer to a teaching position in their field of expertise at any time if a vacancy exists, and after consultation with the appropriate Selection Committee. This transfer shall take priority over the applications of persons other than full-time instructors. Administrators assuming instructional responsibilities will be governed by Article 5.08 for all instructional activities.

## **11.07 Selection of Administrators**

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

### **a. Selection Process for Administrator Selections**

#### **i. Purposes**

- (1) to define when Selection Advisory Committees, that include faculty, must be established for the purpose of filling vacant administrative positions; and
- (2) to establish guidelines for such selections.

#### **ii. Scope and Authority**

- (1) This article applies to selections for Vice Presidents, Deans and Directors or other similar excluded administrators, with the exception of the President, who have faculty reporting to them as provided in Article 11.07 above.
- (2) The Association has the right to appoint to any committee established to fill a vacancy for such a position members equal to the number of members appointed by the College, which must appoint at least one member.
- (3) Selections for Deans and Associate Dean Positions (Term) will also be done in accordance with Article 11.08.
- (4) In all cases the Selection Advisory Committee's authority, in accordance with this article, is one of recommendation.

#### **iii. Selection Advisory Committee Establishment**

- (1) When an administrative vacancy occurs, the administrator responsible for supervising the vacant administrative position will notify the Association that a Selection Advisory Committee is to be established. The College will appoint one or more voting members to that Committee.
- (2) The Association will appoint an equal number of voting faculty representatives. The faculty representatives will normally be drawn from the area the successful candidate will be assigned to.

- (3) The administrator will chair the meetings of the Selection Advisory Committee in a non-voting capacity. The administrator will facilitate and administer the proceedings and ensure that due process is followed and conflicts of interest are avoided. Due process shall mean that the selection process is not conducted in a manner that is arbitrary, discriminatory or in bad faith.
- (4) By mutual agreement between the College and the Association, the Selection Advisory Committee may include one or more support staff representative(s), with voice but no vote.
- (5) All Selection Advisory Committee business will be done on an inclusive, collaborative basis. All significant decisions and work will be done within the context of the Committee, unless mutually agreed to by the Selection Advisory Committee.

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 six (6) months but less than twelve (12) months in duration, the following process will apply:
  - (a) The College will notify the members of the Labour Management Relations Committee (LMRC) of the temporary vacancy and the anticipated length of the appointment;
  - (b) The LMRC will determine whether the position will be posted and a Selection Advisory Committee established under this article; and
  - (c) Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for their decision.
- (3) Where a temporary appointment extends beyond its expected termination date, the decision as to whether the vacancy will be posted and a Selection Advisory Committee established under this article will be referred to the LMRC. Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for their decision.

v. Permanent Vacancies

- (1) Where a permanent vacancy exists, or where a temporary appointment is expected to be more than (12) months in duration, the College shall establish a Selection Advisory Committee in accordance with this article. This includes vacancies previously filled on a temporary basis, whether or not a Selection Advisory Committee participated in the filling of such a vacancy.
- (2) Realignment of duties does not create a vacancy. This includes situations where administrative positions are reclassified.
- (3) The College cannot assign an employee to a vacant administrative position where this position is identified by a wholly new or substantively different job description, without filling the vacancy in accordance with these procedures.
- (4) Any dispute arising under this section shall be referred to the LMRC. Where the LMRC cannot resolve this issue, the matter will be referred to the College President for final resolution. The President will provide written reasons to the LMRC for their decision.

vi. Selection Advisory Committee Functions

- (1) The Selection Advisory Committee will begin by defining the qualifications and criteria required for the position. The committee will determine appropriate evidence, definitions and measurements for such qualifications and criteria.
- (2) The Selection Advisory Committee will establish in writing
  - (a) the minimum qualifications which must be met for a candidate to qualify for consideration;
  - (b) the threshold a candidate must meet to be advanced to a final interview; and
  - (c) how the selection criteria will be used for rank ordering of candidates.

These may be revised by agreement of the Committee.

- (3) Once the qualifications and criteria have been developed, the position will be posted. The method(s) of posting will be determined by the administrator, in accordance with the College's Terms and Conditions of Employment for Excluded Employees and posting/advertising procedures, and with the advice of the Selection Advisory Committee.

- (4) The Selection Advisory Committee will review all applications and select candidates for an initial interview. Selections for interview will be done jointly according to agreed methods of evaluating, prioritizing and weighting qualifications and criteria.
- (5) Additional tasks, such as reference checks, will be done by standard, professional practices. Reference checks will normally be done by the administrator. A standard reference check report will be provided to the Committee. A professional recruitment agency and/or the College's Human Resources Department may be used for some of these tasks.
- (6) In rare and extenuating circumstances, where the administrative and faculty representatives cannot agree on the inclusion of a candidate for the interview process, the chair will determine whether or not to include the candidate. The chair will provide written reasons to the committee.
- (7) For permanent vacancies, a two (2) interview process will normally be used, followed by a public presentation to the appropriate College community. All interviews and presentations will follow a standard format.
- (8) The Selection Advisory Committee will make a recommendation by consensus. Where consensus is not possible, a vote will be taken. A majority of the Selection Advisory Committee must agree for a recommendation to go forward. The recommendation will be presented with a written rationale to the appropriate administrator making the appointment.
- (9) Where a tied vote occurs, in recognition of the recommending role of the Committee, the Committee will forward their respective positions, in writing, to the administrator. The administrator will review the submissions made by the Committee and make the final decision. The administrator will provide the final decision and reasons, in writing, to the Committee.
- (10) Where no candidate is deemed qualified for the position, the selection process will recommence.
- (11) A candidate who is not deemed qualified shall not be appointed to the position.
- (12) Where an internal candidate is not recommended, the Committee will state which qualifications and criteria were not met and provide rationale.

- (13) Internal candidates who lose an administrative position as a result of a new permanent vacancy, i.e., reorganization, are eligible to join the faculty as per Article 11.06.
- (14) Where the College believes a vacancy needs to be filled quickly, the administrator may request the Selection Advisory Committee to use a quicker process. It is understood this will only occur in very rare situations where an accelerated process is essential to College operations.

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

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

b. Selection Committee Procedures

- i. Members appointed to the Selection Committee must be able to attend a majority of the Committee's meeting and all interviews. If a proposed member is unable to fulfill this obligation, they will decline or resign the appointment and the College or the Association will appoint a new member to the Selection Committee.
- ii. At the start of the selection process, the administrator will notify the Selection Committee of the date by which the Committee is expected to present its recommendation or report. If the Selection Committee, by majority recommendation, believes that it is not possible to complete its proceedings within the timelines established, it will so advise the administrator, providing rationale and a recommendation for a revised timeline. The administrator shall meet with the committee prior to making a decision to revise the time lines and show how its concerns are addressed (i.e., provide written reasons).
- iii. Strict confidentiality must be observed at all times. In particular, personal information submitted by candidates is protected by the Freedom of Information and Protection of Privacy Act. Members of the Committee may report to their respective appointing parties on procedural issues only, for purposes of obtaining clarification or resolving disputes.
- iv. Committee members must respect Human Rights Code standards in evaluating candidates. Human Resources will provide to the Committee an orientation on Human Rights issues.



- v. If an actual or reasonably apprehended conflict of interest exists, the administrator will require the appointee in question to step down from the Selection Committee. The appointing party will be asked to appoint a replacement. An issue of conflict of interest may be raised by any member of the Selection Committee or any applicant for the position. The administrator will determine whether a conflict of interest exists. Douglas College's Conflict of Interest Policy will be used to define conflict of interest for the purposes of selection.
- vi. The originals of all records of the Committee will be provided to the Chair of the Committee and then forwarded to the office of the Associate Vice President, Human Resources, who will determine the final disposition of the records in accordance with College Policy and legal requirements. Upon request, the Association will be provided access to minutes of Selection Advisory Committees established under this article, subject to Freedom of Information and Protection of Privacy legislation.

#### **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.

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

b. Planning

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

c. Notice

In accordance with Article 13.03.b of the Agreement, the faculty member replacing the Dean/Associate Dean shall be given the appropriate amount of notice of the end of their appointment (i.e., three (3) months' notice for less than four (4) year regular faculty and four (4) months' notice for regular faculty who have more than four (4) years' service). Every effort will be made to provide as much notice as possible of the Dean's/Associate Dean's impending return to faculty ranks.

d. Affected Positions

This Article applies to all Dean/Associate Dean positions in the Academic Division. These positions (title/responsibility) may vary in accordance with College growth and organizational change.

e. Terms and Conditions

- i. Appointments for Dean/Associate Dean positions shall be made for a term of five (5) years. Based on satisfactory performance a subsequent five (5) year term appointment may be offered.
- ii. For Deans/Associate Deans appointed after the ratification of this agreement, a Dean/Associate Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, may return or be appointed to a regular faculty position, prior to, or at the conclusion of, the end of their first five (5) year term, subject to FTE service as per Article 11.06 and Qualified to Teach/Program provisions. A Dean/Associate Dean who is removed from their administrative position for Cause shall be dismissed from the College and shall have no right to return or transfer to the bargaining unit.
- iii. A Dean/Associate Dean returning or moving to a regular faculty position will have previous administrative experience gained as a Dean/Associate Dean at Douglas College counted for promotion on the salary scale as per annual FTE calculated increments.
- iv. A Dean/Associate Dean will be considered in full-time equivalent employment for the purpose of seniority.
- v. A Dean/Associate Dean shall receive full protection of the Agreement for any activities involved with instruction and scholarly activities, e.g., publications.
- vi. Faculty vacancies created by the appointment of the Dean/Associate Dean shall be filled in accordance with the terms of the Agreement.
- vii. A Dean/Associate Dean covered by this Article is expected to maintain currency in their discipline throughout their term by continuing to be involved in instruction and scholarly activities. This will be determined by the Dean/Associate Dean – based on operational requirements and subject to the approval/agreement of the Vice President Academic and Provost.

f. Internally Appointed Candidates

- i. A Dean/Associate Dean shall retain any existing FTE service and shall continue to accrue FTE service in their DDP, as provided in the Agreement in Article 7 – Seniority.

- ii. Where a Dean/Associate Dean has FTE service in more than one (1) DDP, FTE service will accrue in the DDP where they have the larger amount of FTE service.

g. External Candidates

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

## Article 12 – DISCIPLINE AND DISCHARGE

### 12.01 General Provisions

- a. Discipline may be of a progressive or summary character.
- b. The Association and the faculty member will be informed of any disciplinary meeting – prior to the meeting taking place. Both the Association and the faculty member will also be informed of the nature of the discipline. This will include the reasons for the disciplinary action; any action(s) to be considered; and whether the discipline is progressive or summary.
- c. An Association representative must be at any disciplinary meeting.
- d. Faculty have the right to appeal any suspension to the College Board, pursuant to Section 37(1) of the *College and Institute Act* after the grievance has been completed at Step 3.
- e. Grievance timelines provided in Article 4.01 may be waived by written agreement between the College and the Association.

### 12.02 Discipline and Discharge

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

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

- b. Probationary regular faculty members shall not be disciplined, suspended or discharged prior to the expiry of their probationary term, except as provided in Article 5.08.

Where a contract faculty member has received an unsuccessful evaluation as per Article 5.09 or a probationary regular faculty member has received an unsuccessful evaluation as per Article 5.10, they shall be advised of when their next evaluation will be. Should a contract faculty member or probationary regular faculty member receive two (2) consecutive unsuccessful evaluations, they shall be terminated at the end of their contract/appointment. In all other cases a contract faculty member or probationary regular faculty member shall not be disciplined, suspended, or discharged without just cause except, in the case of probationary regular faculty, as provided in Article 5.08.

## Article 13 – RESIGNATION, RETIREMENT, LAYOFF AND RECALL

### 13.01 Resignation

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

### 13.02 Retirement

- a. Faculty members shall provide the College with a minimum of four (4) months' notice of their retirement. The notice shall be in writing and delivered to the appropriate Responsible Administrator, with a copy to Human Resources
- b. A regular faculty member who retires loses all seniority as defined in this Agreement.
- 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 16.08 until age seventy (70).

### 13.03 Layoff and Recall

***Note: Provisions regarding Labour Adjustment are contained in Article 6.4 of the 2014 – 2019 Common Agreement. Provisions regarding the Registry of Laid Off Employees are contained in Article 6.3 of the 2014 – 2019 Common Agreement.***

- a. Layoff of Regular Faculty with Less than Four (4) Calendar Years as Regular Faculty

This provision applies to a regular faculty member who has not completed their two (2) year probationary appointment and two (2) years in a post-probationary regular position at the time the faculty member's position becomes unnecessary.

Where a probationary regular faculty member is laid off, they shall receive pro rata recognition of time worked towards their probationary period. However, at least one (1) year of the probationary period must consist of continuous employment.

- i. Reasons for Layoff

Faculty members who attain regular status may be laid off where there is insufficient available work of half time or more to

- (1) continue with a two (2) year probationary regular appointment;
- (2) convert a probationary position to a regular appointment; or
- (3) continue a regular faculty member at half-time or more workload during the first two (2) calendar years of their post-probationary regular appointment.

ii. Notice of Layoff for Faculty With Less Than Four (4) Calendar Years as Regular Faculty

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

iii. Reversion to Contract Status

When a regular faculty member has been laid off, they shall revert to contract status but retain all accrued FTE service.

iv. Recall

(1) Two (2) Year Recall Rights

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

(2) Exercise of Recall Rights

(a) Obtaining a Qualified-to-Teach Approval

Where a faculty member is laid off, they will, upon request, be provided with the established selection criteria, and any attached conditions, for a qualified to teach interview in a DDP. Such requests will be made in writing to the Associate Vice President, Human Resources.

Where a faculty member believes that they meet the criteria for selection in a DDP, they will, upon request, meet with the appropriate Selection Committee for the purposes of a qualified to teach interview. The interview will follow a standard format.

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

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

(b) Interviews

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

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

Internal candidates who meet the qualified to teach criteria will be considered qualified to teach the applicable courses within the DDP.

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

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

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

(c) Credit of Seniority toward Probationary Period

Where the faculty member has been in the regular position for one (1) year or more, they shall be credited on a pro rata basis for time spent towards their probationary period.

(d) Maintenance of Post-Probationary Status

Where the faculty member has completed their probationary period, they shall be a post-probationary regular employee when recalled.

(3) Loss of Recall Rights

A probationary faculty member who refuses recall shall lose all recall rights and revert to contract status. A refusal of recall is defined as a refusal of any regular work for two (2) consecutive semesters. They will not automatically be considered for future regular positions under Article 5.05.a.

Refusal of work for one semester or refusal of contract work will not result in a loss of recall rights.

(4) Loss of Seniority

As per Article 5.05.b.iii, if recall is refused or if the faculty member does not work in the DDP as a faculty member for a period of two (2) years before the beginning of a new, regular appointment, except where they are on a pre-approved leave inclusive of maternity, paternity, and/or adoption leave, then the faculty member loses all accumulated FTE service in the DDP.

b. Layoff of Regular Faculty with Four (4) Calendar Years (or more) as Regular Faculty

For a faculty member who has completed their probationary appointment and two (2) years in a post-probationary regular position, at the time the faculty member's position becomes unnecessary due to major change in curriculum or services; phase out by external decision or recommendation; technological change; a demonstrated shortage of operating funds; consistently low enrolment or changing community needs, a state of obsolescence/redundancy may be deemed to exist and Articles 13.03.b and 13.03.c shall apply.

i. Notice and Consultation

(1) Notice to Union

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

(2) Consultation with the Union

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

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

(3) Notice of Layoff

The affected faculty member(s) shall be notified in writing four (4) months in advance of any pending layoff under this Article. Where insufficient working notice of layoff is provided, the



College will provide pay in lieu of such notice, in addition to any severance pay to which the faculty member is entitled. The Association will also receive a copy of the layoff notice.

ii. Order of Layoff

Where it needs to be determined which specific faculty member(s) from within a DDP will be laid off, the decision will be made on the basis of least College FTE Service.

iii. Seniority By-Pass

- (1) Where a faculty member in a DDP has been identified under Article 13.03.b.ii and the remaining faculty members in the DDP are not qualified to instruct the remaining courses or perform the remaining services in the DDP, the provisions of 13.03.b.ii shall not apply to the faculty member identified and the process set out in Article 13.03.b.iii shall apply.
- (2) In the event Article 13.03.b.iii applies, the determination of the faculty member to be declared redundant in the DDP shall recommence with the faculty member with the next to least College FTE Service. This process shall continue in reverse order of College FTE Service until a faculty member's position in the DDP has been identified.
- (3) A faculty member who has been declared redundant by operation of 13.03.b.iii (Seniority By-Pass) shall have the option of remaining as a part-time regular faculty member provided they can be assigned to perform a regular workload of half time or greater as defined in Article 1.03.o.
- (4) Such a part-time regular faculty member shall be offered additional work up to and including a full workload for which they are qualified. Salary and benefits shall be prorated accordingly.

iv. Dispute Resolutions

- (1) Any dispute as to the relevant DDP will be referred to the Labour Management Relations Committee.
- (2) Disputes – Qualified to Instruct
  - (a) Should any question be raised by a faculty member of the Association as to whether a faculty member is or is not qualified to instruct the remaining courses or perform the remaining services in the DDP, the question, within five (5) days of being raised, shall be referred in writing to the Labour Management Relations

Committee composed of an equal number of representatives of the College and the Association.

- (b) Should the Labour Management Relations Committee not resolve the question within fourteen (14) days, the College shall decide and the decision shall be subject to the grievance/arbitration procedures set out in Article 4.01 and 4.02. A grievance filed pursuant to this clause may be filed at Step 3 of the grievance procedure.
- (c) Should the Association refer an issue raised under Article 13.03.b.iv(2) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

v. Reassignment

(1) Process for Reassignment

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

(2) Decision of Administrator

The Responsible Administrator, after consultation with the faculty member(s) and receipt of the relevant DDP Selection Committee's advice, will determine if the affected faculty member(s), on the basis of their qualifications, could be reassigned. The Responsible Administrator's ruling in this regard will be subject to the grievance procedure beginning at Step Two (4.01.e). If the grievance is not resolved, it shall be subject to arbitration by a sole arbitrator chosen from a previously agreed upon list.

(3) Criteria for Reassignment

For the purposes of Article 13.03.b.v, a position will be deemed to exist if there was,

- (a) a recognized vacancy for a regular position as defined in Article 1.03.o, or
- (b) sufficient ongoing work equivalent to their established workload.

(4) Reassignment Probation

In the case of a successful reassignment to another DDP, the faculty member will fulfill a one (1) year probation. If no

evaluation is done, the member will be considered to have passed probation successfully.

c. Joint Severance/Recall Rights

A laid off regular faculty member with four (4) calendar years or more as a regular faculty member is entitled to both severance and two (2) years' recall.

i. Severance

(1) Failure of the Reassignment Process

If the affected faculty member is unable to be reassigned to one of the positions outlined in Article 13.03.b.v, they will be laid off and they will receive one (1) month's severance pay for every full year of FTE service to a maximum of ten (10) months' severance pay.

(2) Refusal of Reassignment

Where a faculty member is eligible to be reassigned in accordance with Article 13.03.b.v and advises the College that they do not wish to exercise this option, they shall be entitled to one (1) month's severance pay for every full year of FTE service as a regular faculty member to a maximum of twelve (12) months' severance pay.

(3) Repayment of Severance Upon Recall

Where a faculty member who has been laid off under Article 13.03.b and has received severance under Article 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 the severance pay to the College.

ii. Recall

(1) Two (2) Year Recall Rights

A faculty member described in Article 13.03.b who is laid off shall have a right of recall for two (2) calendar years from the date of layoff for subsequent regular appointments for which the faculty member is qualified to teach, subject to the work assignment sequence set out in Article 6.

(2) Eligibility

If there is a vacancy for a regular faculty position in a specific DDP, the College shall offer reappointment to those regular faculty members who have been laid off under Article 13.03.b

and who are qualified for the position. Such offers of reappointment shall be made in the reverse order of layoff in the specific DDP and shall be limited to two (2) years from the date of layoff.

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

(3) Exercise of Recall Rights

(a) Obtaining a Qualified-to-Teach Approval

Where a faculty member is laid off, they will, upon request, be provided the established selection criteria, and any attached conditions, for a qualified to teach interview in a DDP. Such requests will be made in writing to the Associate Vice President, Human Resources.

Where a faculty member believes that they meet the criteria for selection in a DDP, they will, upon request, meet with the appropriate Selection Committee for the purposes of a qualified to teach interview. The interview will follow a standard format.

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

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

(b) Interviews

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

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

Internal candidates who meet the qualified to teach criteria will be considered qualified to teach the applicable courses within the DDP.

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

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

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

(4) Employment Conditions Upon Recall

If a faculty member has been recalled under this provision, their (new) date of appointment will be the date of their first contract for the purposes of Article 13.03.c.i.

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

(5) Refusal of Recall

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

Refusal of contract work by post-probationary regular faculty members with recall rights will not be considered a refusal of recall for the purposes of Article 13.03.c.ii(5).

d. General Regular Faculty Provisions

i. Right to Claim Contract Work

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

ii. Benefits

Faculty members on recall may purchase benefits in advance at their own expense, from the College, for the two-year recall period, with

the exception of the Short Term Disability and Long Term Disability Plans.

## **Article 14 – GENERAL**

### **14.01 Operating Budgets**

The College Budget will be developed through an open and inclusive process which encourages the participation of faculty members and fosters decentralized decision-making within fiscal and other funding restraints.

- a. Preparation of the budget includes consultations with the Association and Faculties.
- b. For each fiscal year, budget guidelines will be developed for use in budget decision making. These budget guidelines will be developed in consultation with the Association and will provide for review by faculty members throughout the College prior to final approval by Senior Management Team and the College Board.
- c. Faculty members in the Faculty/Department/Program will be consulted for feedback with respect to any proposed changes to the Faculty/Department operating budget prior to annual approval by the Board.
- d. Prior to submission of the final budget documents by the Responsible Administrator, the Faculty/Department/Program budget will be reviewed at a duly called meeting of the regular faculty of the appropriate Faculty/Department/Program. During such duly called meetings, faculty will have the opportunity to vote in support or non-support of the Faculty/Department/Program budget. Where a faculty group elects not to vote in support or non-support of the budget, failure to hold such a vote shall not be grievable.
- e. Representation from the Association shall be invited to the final internal presentation of the annual proposed budget prior to submission to the College Board.
- f. The Association shall be provided with a copy of the annual budget approved by the College Board.

### **14.02 Open Meetings**

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

#### **14.03 Cross-College Meeting Times**

The College timetable shall provide two (2) three-hour time blocks per week during which no classes shall be scheduled.

#### **14.04 Copies of Agreement**

The College will provide a digital copy of the new Collective Agreement online.  
The College shall supply 50 (fifty) bound paper copies of the Collective Agreement to the Association.

#### **14.05 Placement of DDPs**

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



## C. COMPENSATION

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

#### 15.01 Salaries

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 #14 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.

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.***

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

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

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

### 15.02 Salary Rate

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

### **15.03 Payment of Salaries**

All faculty, regular and contract, shall be paid semi-monthly.

### **15.04 Required Statutory Deductions**

Deductions are made from each pay cheque for Canada Pension Plan contributions, until the maximum annual contribution is paid.

Required E.I. (Employment Insurance) contributions are deducted in accordance with existing legislation.

### **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 their 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 5.08 will still apply.
- c. The following criteria shall be used to determine the step on the common grid at which any employee shall be initially placed:

One additional step for a degree at the Bachelor level, OR

Two (2) additional steps for a Master's Degree, OR

Four (4) additional steps for a PhD Degree.

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

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

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

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

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

If a faculty member gains an additional academic credential prior to reaching the scale bar the faculty member will be credited with the appropriate increment step, not to exceed the maximum as provided in Article 15.05.

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

Conventions for calculating and identifying work/educational experience and qualifications shall be in accordance with past practice.

#### **15.06 Advancement on the Salary Scale**

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

#### **15.07 Increment Date for Regular Part-time Faculty Members**

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

#### **15.08 Overloads**

- a. In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time faculty member on an overload basis (e.g., provide reduced workload in a subsequent semester, or, if this is not possible, pay for the extra course at contract faculty rates). When a Responsible Administrator offers a full-time regular faculty member an overload after the start of the semester, to replace another instructor on an emergency basis in a course that the first instructor began but is unable to continue with, the faculty member accepting the overload will be paid a pro-rated amount at regular salary rates for the portion of the course taught, or, at the discretion of the Responsible Administrator, may be provided the option of taking a reduced workload in a subsequent semester equivalent to the faculty member's having taught the entire overload course. The option of banking a full section will be limited to circumstances in which the replacement occurs within the first four (4) weeks of a course.
- b. An overload is defined as bargaining unit 'instructional' work as defined in the Local Agreement, which is assigned to a regular faculty member, and which results in a workload in excess of 100% (eight sections/courses) of a regular workload.
- c. In accordance with Article 12.5 of the 2014 – 2019 Common Agreement, a faculty member may elect compensation for overload work by taking a reduction of workload in a subsequent year that is commensurate with the

amount of the overload. Reduction of workload must be taken no later than two (2) years from when the overload was completed.

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

### 15.09 Secondary Scales (Contract Faculty)

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

This is inclusive of vacation pay.

\*Presumes standard 3-credit

\*\*Normal monthly equivalent

<b>April 1, 2023 - March 31, 2024</b>	<b>Contact Hours</b>	<b>Per Semester Credit*</b>	<b>Monthly Equiv.**</b>	<b>Weekly FT Equiv.</b>	<b>FT Hourly Rate</b>
Classroom Related	16	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>111.31</u>
Music Rehearsal	16	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>111.31</u>
Reality Environment	18	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>98.94</u>
Music Private Lesson	24	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>74.20</u>
Simulation Environment	24	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>74.20</u>
Individual Learning	24	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>74.20</u>
Practicum Supervision	32	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>55.65</u>
Counselling/Research and Development Librarian Related Community Programmers	35	<u>2,572</u>	<u>7,716</u>	<u>1,781</u>	<u>50.88</u>

This is inclusive of vacation pay.

\*Presumes standard 3-credit

\*\*Normal monthly equivalent

<b>April 1, 2024 - March 31, 2025<sup>1</sup></b>	<b>Contact Hours</b>	<b>Per Semester Credit*</b>	<b>Monthly Equiv.**</b>	<b>Weekly FT Equiv.</b>	<b>FT Hourly Rate</b>
Classroom Related	16	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>113.50</u>

Music Rehearsal	16	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>113.50</u>
Reality Environment	18	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>100.88</u>
Music Private Lesson	24	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>75.66</u>
Simulation Environment	24	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>75.66</u>
Individual Learning	24	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>75.66</u>
Practicum Supervision	32	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>56.75</u>
Counselling/Research and Development Librarian Related Community Programmers	35	<u>2,624</u>	<u>7,871</u>	<u>1,816</u>	<u>51.88</u>

This is inclusive of vacation pay.

\*Presumes standard 3-credit

\*\*Normal monthly equivalent

<sup>1</sup> Rates for April 1, 2024 to March 31, 2025 may be further adjusted as per the COLA LOU

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

## 15.10 Other Compensation

### a. Guided Study Course Contracts

- i. A Guided Study Course contract is an agreement among three parties – the College, a faculty member and a student. Regulations dealing with Guided Study are found in the College calendar. Faculty members may accept up to eight Guided Study Course contracts during the semester. Payment will be according to the following payment schedule:

\$100 per credit for the first student and

\$75 per credit for each additional student.

- ii. Guided Study Course sections do not count toward FTE accrual. Payment will not be made until a final grade, other than "I", is received by the Responsible Administrator. If a student vanishes or withdraws formally before the end of the course, the faculty member will receive fifty (50) percent of the fee.

### b. Prior Learning Assessment Rates

Compensation for PLAR assessments will be as follows:

#### i. Portfolio – Workplace-Based Assessments

\$150.00 one 3-credit course

\$275.00 two 3-credit courses within the same discipline and assessment application

\$400.00      three 3-credit courses within the same discipline and assessment application

***NOTE: Pro-rated assessment fees for 'non-standard courses' at \$50 per credit for assessments between 3 - 6 credits and \$45.83 for assessments between 6 - 9 credits.***

ii.      Challenge Exams/Assessments

\$50.00      Pre-existing Format (with minor revisions to assessment tools)

\$100.00      Customized Format (challenge exam designed specifically for individual assessment)

c.      Co-operative Education

i.      Faculty involvement in the Co-operative Education program shall be voluntary.

ii.      A contract faculty member is eligible for involvement in the program, upon the recommendation of the discipline Chair/Coordinator.

iii.      Faculty who become involved are responsible for:

(1)      providing information and guidance for work placements for students;

(2)      developing general education goals for work placement;

(3)      developing specific educational objectives for each placement arranged, with appropriate consultation with the student and, when required, with the employer;

(4)      evaluating each student placed to ensure that the educational goals and objectives have been met.

iv.      Faculty will be compensated at the rate of \$400.00 per student, to a maximum of nine (9) students, subject to the following limitations:

(1)      If a student does not commence their placement following the assignment of a faculty advisor, the advisor shall receive a flat fee of \$60.00.

(2)      If a student leaves their placement once it has commenced, the advisor will be compensated at the rate of \$40.00 per hour to a maximum of \$400.00 and will not receive the flat fee as specified in 15.10.c.iv(1).

v.      In the event that one faculty member is supervising ten (10) or more student placements in a given semester, a contract or time

assignment equal to one section will be issued; such time shall be credited to the faculty member as FTE service.

It is understood that the triggering of Article 15.10.c.v will void any compensation under Article 15.10.c.iv above.

#### **15.11 Recovery of Overpayments**

- a. Where an error has resulted in overpayment of a faculty member's wages or other entitlement under this Agreement, it may be rectified in total and retroactively applied for a period not to exceed one (1) year from the date on which the error was discovered.
- b. The College shall provide the affected faculty member with one (1) month's written notice of the College's intent to recover any excess payment. The notice shall specify the amount, period and reason for the overpayment, and the method of repayment.
- c. The faculty member will discuss repayment terms with the College's Payroll Manager. Failing agreement, the College will deduct a maximum of five percent (5%) of the faculty member's semi-monthly salary on each paycheque until the overpayment has been recovered in full.



## **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 \$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.

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.

### **16.03 E.I. Reduction Program Savings**

The parties agree that any savings realized by the E.I. reduction program will accrue to the College to be applied as an offset against the total cost of providing health and welfare benefit plans pursuant to Article 16.

#### 16.04 Group Life Insurance and Accidental Death and Dismemberment

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

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

The College agrees to make available optional voluntary life insurance (maximum \$200,000) subject to the employee meeting insurance company requirements. All premiums for this optional life insurance will be paid by the employee.

#### 16.05 Sick Leave

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

a. Regular Faculty

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

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

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

b. Contract Faculty

i. Where a contract faculty who meets the eligibility requirements for Health and Welfare Benefits as provided in Article 16.08 is absent through illness or injury, pay will not be deducted for a maximum of two (2) days per semester. 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.

c. Subrogation

An ill or injured faculty member who receives paid sick leave benefits and who for the same leave(s) receives compensation for lost wages arising from the *Workers Compensation Act*, Insurance Corporation of British Columbia, or legal action initiated by the faculty member against a third party or other entity is obligated to notify and reimburse the College for an amount equal to that which was paid by the College for the leave(s). Upon commencing such leave, the faculty member may be required to sign a form which will assign first payment to the College in the amount of any monies paid by the College in respect to the leave.

d. Short Term 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 beginning on the 31st day of illness/injury.

As per Article 9.3.2 of the 2014 – 2019 Common Agreement, the STD plan shall provide 70% of a faculty member's gross weekly earnings subject to the maximum benefit outlined in the plan following the qualifying period and up to twenty-one (21) weeks.

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

Where an employee has been in receipt of STD benefits 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 STD will continue to accrue FTE service for the duration of the 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 eighty (180) days due to injury or illness shall be eligible to apply for benefits from the Long Term Disability Plan (LTD).

As per Article 9.3.2 of the 2014 – 2019 Common Agreement, the LTD plan shall provide 70% of a faculty member's gross monthly earnings subject to the maximum benefit outlined in the plan.

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 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 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 16.07.***

- a. Contract appointments that fall under Article 1.03.e will be eligible, upon application, for the following health and welfare benefits:

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 their coverage under the benefit plans beyond the end of their 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, they shall notify the employer, in writing, of their intent to do so a minimum of twenty-one (21) days prior to the termination of their existing contract(s).
- d. Where a contract faculty member is extending their benefit coverage beyond their 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 them for benefits, and have authorized prorated premium deductions, their existing level of benefit coverage will continue up to the date of the commencement of the new contract(s).
- f. Where a contract faculty member is continuing benefits up to the commencement date of a new contract(s), the premiums shall be deducted from the first pay cheque received under the new contract(s).

## Article 17 – LEAVE, PAID AND UNPAID

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

### 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 <u>Day</u>	New Year's Eve Day
Labour Day	New Year's Day
<u>National Day for Truth and Reconciliation</u>	Family Day
Thanksgiving Day	

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

### 17.02 Vacation

a. Amount

The faculty contractual year will consist of twelve (12) months of which two (2) months shall be the vacation period.

b. Scheduling

In consultation with all available regular faculty members, the Responsible Administrator shall determine suitable levels of operation to be maintained at varying times of the year and set guidelines for the scheduling of vacation time.

c. Carryover of Vacation Days

If the needs of the College demand and if the Administration in writing requests them to do so, a faculty member may carry over a portion of their annual vacation up to a maximum of twenty (20) working days for use in the following year, either separately or continuously with their regular annual vacation, as may be agreed between the faculty member and the Responsible Administrator. Such carryover of vacation shall occur only with the agreement of the faculty member.

d. Teaching Three Semesters

Where a faculty member voluntarily elects to teach in three (3) semesters, vacation time will be scheduled intermittently throughout the academic year, taking operational requirements into account.

e. One Month Block

For faculty members that have instructional responsibility regularly scheduled throughout the year, vacation schedules will include at least one (1) one-month block.

### **17.03 Bereavement Leave**

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

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

Spouse, for the purpose of this clause, applies whether the person is legally married to or in a common law relationship with the faculty member.

- b. One-half day to attend a funeral.

### **17.04 Parental Leaves**

Article 8 of the FPSE 2014 – 2019 Common Agreement will not apply – local provision will supersede.

a. Maternity Leave

- 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.
- ii. A request made under subsection (i) should be made as soon as possible, but in any event must be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence maternity leave, and be accompanied by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child.

- iii. Regardless of the date of commencement of the leave of absence taken under (i), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the faculty member requests a shorter period.

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

b. Parental and Adoption Leave

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

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

c. Commencement of Leave

Leave taken under Article 17.04.b shall commence:

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

d. Additional Leave

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



consecutive months for the birth mother, or eighteen (18) months for all other parents.

e. Benefits and FTE Service

The services of a faculty member who is absent from work in accordance with this Article shall be considered continuous for the purposes of severance pay, vacation entitlement and pay, professional development and any pension, medical or other plan beneficial to the faculty member, and the College shall continue to make payment to the plan in the same manner as if the faculty member were not absent where:

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

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

f. Return to Work

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

expiration of the leave. If they do not return to work upon expiration of the leave, the employee shall be deemed to have abandoned the position.

- vii. An employee commencing leave pursuant to Article 17.04 during their probationary period will be required to complete the unexpired portion of the probationary period upon return to work.

g. Supplemental Employment Benefit (SEB)

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

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

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

An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently. To receive supplemental employment benefits, the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

#### **17.05 Leave 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 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.

#### **17.06 Jury Duty and Court Appearance**

***Note: An additional provision regarding Jury Duty and Court Appearances is contained in Article 7.10 of the 2014 – 2019 Common Agreement.***

- a. When summoned to serve on a jury, or when summoned or subpoenaed to appear in court or as a witness in any proceedings pursuant to any provincial or federal legislation, a faculty member shall receive leave of absence without loss of pay.
- b. When a faculty member is required to appear in court in their own defence, they shall receive leave of absence with or without pay. The leave of absence shall be with pay unless the faculty member has been suspended without pay under Article 12.02.
- c. A faculty member in receipt of their regular salary and benefits while serving at court shall reimburse to the College all monies paid to them by the court, except traveling and meal allowances not reimbursed by the College.

#### **17.07 General Leave, Unpaid**

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

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

Applications shall be made in writing to the Administrator responsible.

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

A leave request from a faculty member who is in their probationary period will not ordinarily be granted.

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

- b. Where a leave approximating one (1) year in length is granted, the faculty member's contract shall be deemed to be extended from August 31st of the year of expiration stated in the contract to August 31st next following.
- c. No salary increment is payable for a period of leave of absence without pay unless the College President, upon written request from the faculty member concerned, decides the leave is spent in activities relevant to the College curriculum. In this case the faculty member will receive any salary adjustments for which they would normally be eligible. In the event that the College President judges that the activities are not relevant to the College curriculum, they will advise the faculty member as to the reasons for their decision in writing before the leave commences.
- d. No benefits shall be payable by the College for an employee on leave without pay, except as provided in this Agreement. If an employee proceeding on leave without pay makes a prior payment to the College of both the employee's share and the College's share of any or all of the following benefits, the College shall remit these payments to ensure continuing coverage: life insurance, extended health and dental plan, subject to the College's contract with the insurer.
- e. The College will contribute its share of life insurance, medical and dental premiums on behalf of employees proceeding on maternity or adoption leave if the employee's contributions are remitted within fifteen (15) days of proceeding on leave, subject to the College's contract with the insurer.
- f. For leaves of longer than four (4) months, the faculty member, no later than four (4) months prior to the scheduled expiration of the leave, must confirm in writing their intent to return.
- g. Faculty members shall not earn vacation or professional/curriculum development time when on leave of absence without pay for periods of longer than an accumulated period of thirty (30) days in a faculty contract year.

## **17.08 Leave of Absence Without Pay – Contract Faculty**

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

Contract instructors who are unable to fulfill the terms of their contract(s) because of illness will, upon application, be deemed to be on Leave of Absence Without Pay for the affected portion of their contract(s), except as provided in Article 16.05.

## **17.09 Deferred Salary and Guaranteed Leave**

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

The terms of the Deferred Salary and Guaranteed Leave Plan will not be changed without the mutual agreement of the College and the Association. Note: Also see workload reduction 6.09.b.ii.

## **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, 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 benefit premiums.
- b. In the event that a regular faculty member is elected to a part-time 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, they 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, premises, or with College equipment/services.

#### **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.

#### **17.12 Rights Upon Return From Leave**

Upon returning from leave of absence under Articles 17.03 – 17.11, the faculty member is assured of resuming their previous position and duties or an equivalent position and duties, subject to the provisions of Article 13.03.

## **APPENDIX A: THE STIPEND**

1. The Stipend is a portion of existing Collective Agreement compensation to be applied to salary or other cost items on condition that the amount involves no new compensation or other costs. This movement of existing compensation is defined as “net zero compensation”.
2. During each round of bargaining, the local parties can negotiate whether to maintain or amend the Stipend.
3. In the 2004 – 2007 local Collective Agreement, the parties agreed to create a 2% Stipend to be treated as salary.
4. The Stipend, as defined by the Common Agreement Letter of Understanding on Stipends, is defined as salary for pension and all other purposes.
5. See Article 15.01 for the Douglas College Salary Grid, which consists of the Common Salary Grid plus the local Stipend.

## **Letter of Understanding #1**

### **RETIREMENT INCENTIVES**

#### **1. Qualification/Criteria**

- a. The College may offer to a faculty member, or a faculty member may request of the College, a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following qualifications:
  - i. is age 55 or over;
  - ii. has a minimum of ten (10) years' FTE service as a faculty member at Douglas College;
  - iii. is a regular faculty member on continuing appointment at the time of early retirement;
  - iv. is on the maximum step of the salary scale;
  - v. resigns for purposes of retirement as a regular faculty member.
- b. Where the number of eligible faculty members under (a) is greater than the number of retirement incentives available in a given year, the allocation of retirement incentives shall be decided based on the following criteria:
  - i. faculty members will be ranked according to age plus FTE service; and
  - ii. in the event that two (2) or more faculty members are ranked identically according to (i), the faculty members with greater FTE service will be given preference.
- c. Notwithstanding any other provision in this Agreement, no regular full-time faculty member shall be identified under Article 13.03.b (Layoff of Regular Faculty With Four (4) Calendar Years (or more) as Regular Faculty) where it would be possible to avoid termination or reassignment by offering early retirement incentive to a faculty member described in paragraph (a), above, until and unless such offer(s) have been made and declined. The College may bypass selection criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

#### **2. Agreement**

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



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

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

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

### 3. Alternatives

#### a. Lump sum payment

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

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

#### b. Monthly payment

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

payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

#### 4. Protection of Medical Benefit Coverage

- a. An early retiring faculty member in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the BC Pension Corporation when filing a claim for pension. Appropriate deductions will be made from monthly pension on a premium shared basis.

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

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

#### 5. Financial Counselling

Each faculty member, if offered early retirement, is entitled to attend a Financial Planning Workshop and receive three (3) subsequent personal financial consultations to establish the most beneficial early retirement incentive package for that faculty member. These consultations will be conducted by a firm of qualified financial consultants selected by the College and the fees for these sessions to a maximum of \$90.00 per session will be borne by the College.

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

## **Letter of Understanding #2**

### **FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS (NOT IN EXCESS OF 6 MONTHS' DURATION)**

***Note: This LOU supersedes Article 14 in the 2014 – 2019 Common Agreement.***

#### **Purpose:**

The purpose of this Letter of Understanding is to establish a framework for determining terms and conditions of College faculty member participation in Joint International Douglas College credit programs taught internationally.

#### **Scope:**

This Letter of Understanding applies to faculty members who are employed by the College in British Columbia, and who are scheduled to work internationally to instruct in Joint International Douglas College credit programs for a duration not in excess of six (6) months. It is understood by the parties that this Letter of Understanding applies only to faculty members working in Joint International Credit Projects not in excess of six (6) months' duration. Nothing in this Letter of Understanding will be construed to apply in any other situation, locally or internationally.

The College shall offer available international work assignments to qualified existing faculty members before hiring a faculty member specifically to work internationally.

#### **Preamble:**

The following guidelines will be used as a basis for ongoing discussions between the College and the Association regarding international joint projects involving faculty members teaching internationally in Joint International Douglas College credit programs.

1. All financial and other data related to international joint projects involving faculty members will be openly shared and discussed with the Association and/or affected faculty members.
2. Faculty member work in relation to international joint projects will comply with the Agreement. For example, all work identified before July 1 in each year including international joint project work will be included in the Education Plan and selection of faculty members for international joint projects will be in accordance with the Agreement.
3. Where the need for a variance or flexibility in the interpretation of the Agreement is identified, the College will, wherever possible, negotiate with the Association in advance in order to achieve a mutually acceptable solution. Any agreement to vary the terms of the Agreement will be recorded in writing.

4. A standing sub-committee of Labour Management Relations Committee will be established, with membership from the Association and appropriate College representatives, for the purpose of monitoring current international joint projects involving faculty members and to discuss potential new international joint projects involving faculty members for the purpose of information sharing and problem solving. Meetings will be called in accordance with a schedule mutually agreed by the parties.
5. Upon completion of each year of international project activity involving faculty members, an open forum will be convened for all participants to share experiences, identify problems and solutions, etc.
6. It is understood that, where Douglas College credentials are being awarded, the College will retain responsibility for quality control of programs related to those credentials in accordance with the governance structure of the College.

Where faculty members teach Douglas College credit curriculum, courses and programs offered internationally such teaching will, wherever possible, be carried out in accordance with the terms and conditions of the Agreement.

## **COMPENSATION**

1. Salary/Workload

Where a faculty member is teaching in an international joint program during what would normally be considered teaching time, the work will be considered part of the regular teaching load and the faculty member will receive their regular salary. No additional salary remuneration will be payable.

Where a faculty member teaching in an international program is doing so on an overload basis, Article 15.08 applies.

The College will, wherever possible, make every effort to ensure that international assignments are part of the regular workload of each DDP.

Compensation and workload will be negotiated between the College and the Association prior to the signing of any agreement involving Joint International Douglas College Credit Programs taught internationally.

Nothing in this Letter of Understanding shall detract from a faculty member's right contained in Article 8.06.a.

Where it can be shown that significant non-instructional responsibilities will occupy a faculty member's time, compensation for this work will be included in any compensation/workload agreement negotiated between the College and the Association.

The College will arrange the scheduling of international work in such a way that faculty members will be provided three (3) working days between the completion of their international teaching assignment, inclusive of required travel time, before assuming regular duties at the College in British Columbia. This will not apply in situations where a faculty member elects to extend their stay through the use of vacation time.

Regular faculty members scheduled to instruct internationally will do so for a maximum of three (3) consecutive years (including leaves and non-teaching semesters), based on educational needs as determined by the Responsible Administrator. Following the completion of the regular faculty member's international assignment, the faculty member will be assigned instructional work at the College in British Columbia, in accordance with Article 6 of the Agreement.

Any faculty member who does not accept instructional work at the College in British Columbia following the completion of the faculty member's international assignment will be deemed to have resigned and will lose all employment rights at the College.

## 2. Expenses

In every event, the College will cover only those expenses incurred by College employees while conducting College business.

- a. Under this provision, faculty members may request an advance to cover the following receiptable expenses:
  - i. Passport renewal/issuance;
  - ii. Visa and inoculation costs;
  - iii. Incremental costs of medical insurance;
  - iv. One (1) economy-class return ticket on an airline selected by the College;
  - v. Fees for overweight luggage;
  - vi. Fees for any approved official function;
  - vii. Incidental ground transportation;
  - viii. Reasonable College-related long distance telephone charges;
  - ix. Reasonable expenses for unanticipated events/situations will be considered;

The College will waive the right to demand receipts in situations where these are not obtainable, for example, for incidental ground transportation.

- b. Accommodation will be provided for the duration of the activity. The College will ensure the accommodations provided are of a reasonable standard.
- c. Where meals or cooking facilities are provided as part of the contract and where local costs for food are greater than in Canada, the College will provide an additional monthly allowance to supplement the cost of meals and to provide for local travel. The amount of such allowance will be based on local costs and conditions. Affected faculty members will be advised in advance of any such amounts.
- d. The College will, wherever possible, assist in booking travel and accommodation arrangements for family members of faculty members teaching internationally under this provision, at College rates. All costs incurred by family members of faculty members who accompany the faculty member on international assignments will be borne by the faculty member.
- e. Internet service may be negotiated on a project by project basis.
- f. To provide access to international teaching experiences on an equitable basis, for teaching assignments in credit courses or programs of a duration of seven (7) consecutive weeks or more, the College will provide a supplementary expense allowance, not to exceed \$500.00, that may be used by the faculty member to cover extraordinary receipted expenses associated with family issues or international residency and to provide for reasonable personal long distance charges. Such expense amounts will be available upon application by the faculty member, including acceptable receipts.
- g. In recognition of the increased costs of living and working internationally, under this Letter of Understanding, the College will provide an additional expense allowance as follows:  
  

First 30 days	\$500.00
Second 30 days	\$500.00
Third 30 days	\$400.00
Fourth 30 days	\$300.00
- h. Where a faculty member is working internationally under this Letter of Understanding for a period of less than thirty (30) days and where meals are not provided for the faculty member by a partner institution, the College expense per diem will apply.

- i. Where a faculty member is scheduled to teach internationally under this Letter of Understanding for one (1) semester (or more), whether in an accelerated or conventional mode, the College will provide an additional airfare for a spouse, partner or other companion. Such airfare must be booked sufficiently in advance to take advantage of the most reasonably-priced economy-class fare.

## **HEALTH AND WELFARE BENEFITS**

Current Health and Welfare Benefits coverage for faculty members working, and residing, internationally on joint international projects for a duration not in excess of six (6) months will continue with no change. Premiums will continue to be paid as if the faculty member continued to teach in BC.

It is the responsibility of the faculty member who will be absent from British Columbia for six (6) months or more in a calendar year to contact Health Insurance BC to confirm continued eligibility and to discuss options for continued coverage that may be available during an absence.

### **Limitations:**

1. Dental expenses incurred outside Canada will be reimbursed based on the BC fee schedule in effect under the group policy.
2. Benefit coverages will not extend beyond the date the policy or any benefits terminate with the applicable benefit carrier.
3. The College will supply additional travel medical insurance for faculty members working outside the country on joint international projects.
4. When faculty members are working in countries where payment for medical services may require cash payment, the College will reimburse the faculty member for such expenses and make submission of the claim to the Carrier on the faculty member's behalf. Faculty members may request an advance to cover expenses incurred for international teaching assignments under this provision.

Faculty members planning to teach outside the country will be responsible for contacting Human Resources to clarify benefits coverage and to discuss additional medical insurance.

## **EMERGENCY AND/OR EMERGENCY EVACUATION**

1. Emergency Contact (College): Faculty members will be provided with emergency contact numbers, fax numbers, e-mail addresses, etc. for appropriate College employees for use in case of emergency (i.e., the Responsible Administrator and responsible Vice President).

2. The College will consult with the appropriate Canadian government departments and the embassy and/or consulate in each area where faculty members are working to determine the appropriate procedures should evacuation become necessary. The College will ensure that this information is made available to faculty members in advance of travel.

When deemed advisable, the College will contract with local specialists with respect to the safety of Douglas College faculty members.

3. In the event of an emergency requiring assistance on the part of the College, the faculty member will immediately contact the Responsible Administrator/Vice President for assistance and direction.

## **ORIENTATION**

Faculty members scheduled to teach outside the country will receive an orientation prior to departure which will include the following components:

1. orientation to the project;
2. orientation to the culture/country;
3. orientation to travel, safety, benefits issues, etc.; and
4. governance issues related to the project.

## **COLLEGE SUPPORT**

The College will make every effort to identify and provide for logistical and administrative supports required for faculty members to perform their instructional duties within the international contract.



## **Letter of Understanding #3**

### **DISTRIBUTED LEARNING**

***Note: This LOU supersedes Article 6.6 in the 2014 – 2019 Common Agreement***

#### **Preamble**

1. Decisions about Distributed Learning will be made through the established structures and processes of
  - a. Senior Management Team (SMT), as advised by the Learning Technology Steering Committee (LTSC); and
  - b. The educational policy governance process culminating in Education Council.
2. Definitions

A Distributed Learning course is defined as a course in which 51% or more of the instructional activities used to meet specific learning objectives are delivered by one or more of the following means; print-based distance education, electronic media, video-conferencing, teleconferencing, video and/or audio tapes.
3. Mode of Instruction

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

The copyright provisions of Article 5 of the 2014 – 2019 Common Agreement will apply. Faculty have the same determination and control of online course curriculum as they have with face to face instruction.
5. Compensation for Development/Redevelopment

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

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

  - a. availability of existing learning resources;

- b. scale, scope and complexity of the proposed model;
- c. level of experience of the faculty group;
- d. availability of financial resources; and
- e. time frame for implementation.

4. Use of Professional Development/Leave

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

Time assignment for training and revision is at the discretion of the Responsible Administrator except where alternative College professional development or Education Leave processes apply. Faculty members will use existing application and approval processes to access these opportunities.

5. Home Internet Compensation

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

## **Faculty Rights**

- 1. Teaching distributed learning courses is a matter of faculty member choice. Faculty members may refuse a workload that includes online teaching recognizing that such refusal may result in a reduction in workload.
- 2. When a faculty member is required to develop a course for online delivery, or is assigned to make major course revision for online delivery methods, the faculty member will be compensated through time release or pay.
- 3. Faculty members may elect but shall not be required to deliver distributed learning courses from their homes.
- 4. Faculty members will not be required to provide technical support to students taking online courses.
- 5. The College will offer annual training in the methodology and application of Distributed Learning. Faculty members may, if necessary, use Professional Development time for such training. Faculty members may also access

Educational Leave and/or Faculty/DDP Professional Development Funds for technology training purposes.

6. Where online courses are developed exclusively by the College, such development opportunities will be offered to faculty members. Where online courses are developed in partnerships by the College, those portions developed by the College will be offered to faculty members.

## **Letter of Understanding #4**

### **OBTAINING COPYRIGHT CLEARANCE**

In circumstances where copyright is disputed under Article 5 of the 2014 – 2019 Common Agreement, a faculty member may resolve copyright of materials by the following process:

1. The faculty member will request a resolution of copyright, in writing, to the Dean/Director.
2. The Dean/Director will ensure that the request complies with Article 5.1.1 of the 2014 – 2019 Common Agreement. If the request does comply, the Dean/Director will provide written approval of the copyright resolution request to the faculty member, with a copy to the appropriate Vice President.
3. Where the materials in question are to be published internally, for sale in the College Bookstore, the faculty member can provide the letter from the Dean/Director to the College Bookstore as proof of copyright.
4. Where the materials in question are to be published by an external publisher, and where the faculty member has resolved copyright by this process, the appropriate Vice President will provide a letter to the faculty member as proof of copyright. This letter can then be provided by the faculty member to the publisher.
5. In the event the faculty member does not agree with the resolution of copyright under this process, the grievance/arbitration process will apply.

## **Letter of Understanding #5**

### **INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS**

1. All courses, with their sections, will be assigned to a home DDP in the education plans.
2. Assignment of courses does not rule out creating a pool of courses for the purposes of integrated curriculum (IC) programs to be facilitated by an integrated curriculum coordinator on a consensual basis.
3. Allocation of work by DDP Coordinators is to be governed by the principle of bundling as much work as possible together in order to create as many full-time positions as possible, as consistent with pedagogical criteria and relevant provisions of the Local Agreement. The IC Coordinator will review the resulting education plan proposals to verify that this has been done.
4. In cases where the distribution of IC work would involve a layoff or workload reduction, the allocation process will be halted to allow regular faculty members an opportunity to get a Qualified to Teach designation to avert such layoffs/reductions. To get a Qualified to Teach designation, regular faculty members will use the provisions of Article 13.03.c.ii(3)(a) in the Local Agreement. To facilitate the process, this will be done in as timely a manner as possible.
5. Where a regular faculty member is successful in obtaining a new Qualified to Teach designation, DDP Coordinators will allocate the available work by distributing it to minimize any proposed layoffs/reductions as defined by regular status and by seniority (FTE):
  - a. first by Department;
  - b. secondly, for any available departmental work that remains, from each joint Qualified To Teach course pool of instructors.

In the event of a tie, regular FTE service within the department, then College FTE service, will be used as a tie breaker. If a tie continues to exist it shall be decided by lot.

## **Letter of Understanding #6**

### **SELF-FUNDED ACTIVITY**

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)
- 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.
4. The Continuing Education Coordination Committee, under the authority of the Vice Presidents Academic, Student Affairs and Administrative 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 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, Administrative Services.

The Committee will also provide input on relevant activities in reviewing the Self-Funded Activity Policy for recommendation to the Vice President, Administrative Services. The Vice President, Administrative 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 they teach as part of their workload, have the choice of whether to accrue all seniority in their 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.

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

## **Letter of Understanding #7**

### **FUNDING FOR SALARY STIPEND**

In collective bargaining for the 2004-2007 Local Agreement, the parties agreed to delete the former 2% Education Leave fund from the Local Agreement. These monies have subsequently been used by the parties on an on-going basis to fund the Salary Stipend referred to in Appendix A.

## **Letter of Understanding #8**

### **LIST OF ARBITRATORS**

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

Corinn Bell

Mark Brown

John Hall

Randy Noonan

Robert Pekeles

Ken Saunders

## **Letter of Understanding #9**

### **DDP REALIGNMENTS**

Where a realignment under College policy results in the merger or splitting of DDP(s) or the transfer of DDP(s) from one Faculty to another, the College and the Association will negotiate a specific realignment agreement as per the principles of this Letter of Understanding.

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

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

Work in a realigned DDP will be allocated in accordance with Article 6 of this Agreement.

The parties will apply best practices in negotiating working condition issues arising from the realignment, such as Chairs/Coordinators, Selection Committees, Professional Development funds, modes of instruction, and facilities and supports.

All faculty members affected by a realignment will be given an opportunity by the Selection Committee to meet qualified to teach/program requirements.

All faculty members who will be adversely affected by a realignment will have the protection of Article 13.03 re: Layoffs and Recall and the benefit of the 2014 – 2019 Common Agreement's Article 6 – Job Security.

A specific realignment agreement will be negotiated by College management and the Association. All affected individual faculty members will receive a written copy.

## **Letter of Understanding #10**

### **FIELD SCHOOLS**

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

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

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

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

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

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

A faculty member loses entitlement to the preference described above when they have participated twice in the delivery of instruction in the Field School.

b. If available instructional work remains, the Responsible Administrator will circulate notice as described in paragraph 1 above, and preference will be given to interested and qualified faculty members who have not previously delivered instruction in the Field School.

## **Letter of Understanding #11**

### **EQUITY FUNDS: 2001 LOCAL NEGOTIATIONS**

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

## **Letter of Understanding #12**

### **MEDICAL SERVICES PLAN OF BC**

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

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

## Letter of Understanding #13

### 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 1<sup>st</sup> 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.



## Letter of Understanding #14

### 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%.

**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%.

## **Letter of Understanding #15**

### **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.

## **Letter of Understanding #16**

### **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.

**SIGNED ON BEHALF OF  
THE UNION:**

---

Sam Schechter, President

---

Devin Shaw, Vice President,  
Negotiations

---

Kim Trainor, Vice President,  
Stewardship

**SIGNED ON BEHALF OF THE  
EMPLOYER:**

---

Kathy Denton, President

---

Sherry Chin-Shue, Bargaining Chair

---

Doug Campbell, Board Chair,  
PSEA Board of Directors

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**COMMON AGREEMENT**

**between**

**The Employers' Bargaining Committee  
on behalf of member institutions  
ratifying this Common Agreement**

**and**

**Federation of Post-Secondary Educators of BC (FPSE)  
on behalf of its local unions  
ratifying this Common Agreement**

**For the term of  
April 1, 2014 to March 31, 2019**

**LIST OF THE COMMON PARTIES**

Employers' Bargaining Committee on behalf of:

Camosun College, College of New Caledonia, College of the Rockies, Douglas College, North Island College, Northwest Community College, Okanagan College, and Selkirk College.

Federation of Post-Secondary Educators on behalf of:

Academic Workers' Union (FPSE Local 11), Faculty Association of the College of New Caledonia (FPSE Local 3), Camosun College Faculty Association (FPSE Local 12), College of the Rockies Faculty Association (FPSE Local 6), Douglas College Faculty Association (FPSE Local 4), North Island College Faculty Association (FPSE Local 16), Okanagan College Faculty Association (FPSE Local 9), and Selkirk College Faculty Association (FPSE Local 10).



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## **DEFINITIONS**

1. "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the unions as defined in "Parties" or "Common Parties" definition.
2. "Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. "Employee" means a person employed within a bargaining unit represented by one of the unions that has ratified a Collective Agreement that includes this Common Agreement.
4. "Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. "Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. "Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established pursuant to Article 3.2 of this Agreement.
7. "Joint Labour-Management Committee" means a committee formed by local parties with equal representation from a local union and an institution.
8. "Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
9. "Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
10. "Local union" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
11. "Ministry" means the Ministry of Advanced Education.
12. "Parties" or "Common Parties" means the following employers and unions that have ratified a Collective Agreement that includes this Common Agreement:
  - Camosun College/Camosun College Faculty Association (FPSE Local 12)
  - College of New Caledonia/Faculty Association of the College of New Caledonia (FPSE Local 3)
  - College of the Rockies/College of the Rockies Faculty Association (FPSE Local 6)
  - Douglas College/Douglas College Faculty Association (FPSE Local 4)
  - North Island College/North Island College Faculty Association (FPSE Local 16)
  - Northwest Community College/Academic Workers' Union (FPSE Local 11)
  - Okanagan College/Okanagan College Faculty Association (FPSE Local 9)
  - Selkirk College/Selkirk College Faculty Association (FPSE Local 10)
13. "Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.

14. "Ratification" means the acceptance by a local union and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement. The local unions and institutions are those listed in 12 above.
15. "Union" means a faculty association or trade union certified as a bargaining agent.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Common Agreement**

**1.1.1** The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Parties.

**1.1.2** In order to promote the efficient and effective operation of the institution through the establishment and continuance of harmonious relations and working conditions established under the collective agreement, and to assist in the development and expansion of the public post-secondary system, the Parties therefore agree to the following terms of contract.

### **1.2 Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the Parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. All other provisions of the Common Agreement shall remain in full force and effect.

### **1.3 Conflict with Policies**

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

### **1.4 Singular and Plural**

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

## **ARTICLE 2 - HARASSMENT**

### **2.1 Statement of Commitment**

The Institutions promote teaching, scholarship and research and the free and critical discussion of ideas.

Unions and employers are committed to providing a working and learning environment that allows for full and free participation of all members of the institutional community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

The Institutions have a responsibility under the *BC's Human Rights Code* to prevent harassment and to provide procedures to handle complaints, to resolve problems and to remedy situations where harassment occurs.

The employer will offer educational and training programs designed to prevent harassment and to support the administration of the institutional policies and to ensure that all members of the institutional community are aware of their responsibility with respect to the policy. The Unions and Employers agree that attendance is required and will take place during compensated work time.

### **2.2 Definitions**

**2.2.1** Harassment is a form of discrimination that adversely affects the recipient on one or more of the prohibited grounds under the *BC Human Rights Code* [R.S.B.C. 1996 c.210].

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- (a) is abusive or demeaning;
- (b) would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with her/his participation in an institutional related activity;
- (c) creates a poisoned environment.

As of this date, the grounds protected against discrimination by *BC's Human Rights Code* [R.S.B.C. 1996 c.210] are age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation and, in the case of employment, unrelated criminal convictions.

**2.2.2** Sexual Harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- (a) which interferes with another person's participation in an institution-related activity; or
- (b) leads to or implies employment, or academically-related consequences for the person harassed; or
- (c) which creates a poisoned environment.

## **2.3 Procedures**

### **2.3.1 Local Informal Processes**

The Parties agree that the local parties where mutually agreeable, may first attempt to use local policies or processes to resolve complaints of harassment and sexual harassment prior to accessing the following procedures in Article 2.3.3 Mediation and 2.3.4 Investigation.

### **2.3.2 Right to Legal Counsel**

The union is the exclusive bargaining agent for the bargaining unit employee and as such has the exclusive right to represent the employee in all matters pertaining to his/her terms and conditions of employment, including matters that may lead to discipline by the employer. An individual bargaining unit employee has no right to be represented by legal counsel during an Article 2 investigation involving an allegation of harassment.

### **2.3.3 Mediation**

When a complaint is received by the employer involving an individual covered by this collective agreement, whether as a complainant or respondent, the local parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution.

Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the local parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;

- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on an employee's file. The written resolution will be removed from the employee's file after twelve(12) months unless there has been a subsequent complaint of harassment against the employee within the twelve (12) month period.

#### **2.3.4 Investigation**

Where either the complainant or alleged harasser does not agree to mediation, or no resolution is reached during the mediation, the complaint will be referred to an investigator selected from a list of investigators agreed upon by the local parties.

An investigator will be appointed within ten (10) working days of referral.

Where the local parties are unable to agree on a list of investigators, JADRC will determine the list. (See Appendix B.)

The referral should, where possible, include a written statement from the complainant and the alleged harasser which succinctly outlines the issue(s) in dispute. The referral should be assembled by the Institution and forwarded to the Investigator with a copy sent to the union(s).

The appointment of an investigator does not preclude an investigator from mediating the dispute where possible up to the time of submission of the Investigator's report to the local parties pursuant to Article 2.3.5(a) below.

Any complaint of harassment will be kept confidential except as is necessary to investigate and resolve the issue. Investigators will stress the confidentiality of the investigation with the person(s) interviewed.

#### **2.3.5 Terms of Reference of the Investigator**

- (a) The purpose of the investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by code determined by the Investigator to preserve confidentiality.
- (c) The complete report of the Investigator will be given, in confidence, to the union(s) and the employer. It is the responsibility of the employer to forward a copy of the report to the complainant and the respondent. The employer will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by code only. However, a reference key will be provided to the employer and the union(s) for internal use. This practice should be repeated at any subsequent arbitral proceeding. Upon consultation with the union, the employer may redact information from the forwarded report if the release of that information would violate the personal privacy of the individuals.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties



from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.

(e) **Reliance on Report of Third Party Investigator**

Despite 2.3.3 (d), an institution is entitled to rely on the fact of mediation or the report of a third party investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party investigator's report.

The employer is entitled to rely on the investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party investigator's report where the issue of good faith is raised by a grievor or the union.

(f) The investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.

(g) The investigator will conclude her/his work within twenty (20) days of appointment and will render a report within a further ten (10) days. These timelines may be extended if deemed appropriate by the local parties. If a dispute arises with respect to the extension, the matter will be referred to JADRC. If requested by the investigator, the employer will provide meeting space and contact information about persons to be interviewed.

(h) The investigator may, as part of her/his report, make recommendations for resolution of the complaint.

(i) The investigator's report will not be placed on an employee's file.

## **2.4 Findings**

**2.4.1** The employer will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. If necessary, this timeline may be extended by mutual agreement between the local parties.

**2.4.2** The determination will:

(a) state the action(s), if any, to be taken or required by the employer;

(b) include, where appropriate, a statement of exoneration.

## **2.5 Rights of the Parties**

Should a complainant file a complaint under the provisions of the *Human Rights Code*, it is understood that the *Human Rights Code* complaint will be set aside until such time as the procedures under this Article have been completed.

Where an allegation includes both complaints under the *Human Rights Code* and a personal harassment complaint, the local parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

**2.5.1** The above noted procedure does not restrict:

- (a) The employer's right to take disciplinary action;
- (b) The union's right to grieve such disciplinary action or to grieve an alleged violation of this Article.

**2.5.2** The report of the investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

## **2.6 False Complaints, Breaches of Confidentiality and Retaliatory Action**

Frivolous, vexatious or malicious complaints of harassment or breaches of the confidentiality provisions of this clause or retaliation in respect of a complaint may result in discipline.

Should retaliation be alleged following the filing of a complaint, an Investigator may deal with that allegation and make a finding.

## **2.7 Local Discussion**

The local parties will meet as necessary to facilitate the administration and other aspects of the application of this Article including issues arising under Article 2.8 below. The local parties may refer any differences over the administration or application of this Article to JADRC for resolution.

## **2.8 Relation to Other Agreements**

Where a complaint under Article 2 involves individuals who are covered by another collective agreement the local parties will meet to clarify and agree upon a procedure.

# **ARTICLE 3 - EMPLOYER/UNION RELATIONS**

## **3.1 Human Resources Database**

The Parties believe that their on-going and collective bargaining relationships are enhanced through useful, timely, and accessible data on relevant human resources matters, including those listed below.

The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, which will be responsible for the management of the HRDB project including the gathering, analysis, and maintenance of such data. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties agree that a Steering Committee will oversee this program. The Committee will include representatives designated by each Party.

The Parties recommend that the Ministry of Advanced Education, Training and Technology continue to provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

### **3.1.1 Relevant Matters include:**

- (a) Health and Welfare
  - (i) Benefit Plan Designs
  - (ii) Participation rates
  - (iii) Premiums

- (iv) Cost sharing
  - (v) Commission costs
  - (vi) Carrier contracts
- (b) Collective Bargaining
  - (i) Salary information by classification
  - (ii) FTE, headcount, placement on scale, appointment status
  - (iii) Demographics: age and gender
- (c) Contract Administration
  - (i) Arbitration, Labour Relations Board, JADRC, Harassment, Jurisdictional and other third-party decisions and costs thereof for the system
  - (ii) Local Letters of Understanding

## **3.2 Joint Administration and Dispute Resolution Committee**

### **3.2.1 Formation and Composition**

The Parties to this agreement will maintain a Joint Administration and Dispute Resolution Committee (JADRC) consisting of five (5) representatives of the employers and five (5) representatives of the Provincial Bargaining Council.

### **3.2.2 Operation**

Meetings of JADRC shall be held as needed. A meeting shall be called within twenty (20) days of the written request of either party unless mutually agreed otherwise. A minimum of six (6) representatives with equal representation from the Common Parties will constitute a quorum. JADRC will set its own procedures and protocols. All decisions of JADRC will be mutual decisions between the Parties and will be recorded or confirmed in writing.

### **3.2.3 Purpose**

The purpose of JADRC is to:

- (a) Assist in the administration of collective agreements.
- (b) Provide a forum for dialogue between the Parties respecting issues impacting labour relations.
- (c) Provide a means for resolving issues pertaining to the implementation, interpretation and resolution of matters arising from the Common Agreement.
- (d) Appoint arbitrator(s) as applicable for Common Agreement Dispute Resolution.
- (e) Develop strategies to reduce arbitration and related costs.

#### **3.2.4 Common Agreement Dispute Resolution**

Where a dispute arises concerning the interpretation, application, operation or alleged violation of this Agreement, the local parties will refer the dispute to JADRC using the Dispute Referral Form at Appendix C to this Agreement. Such referral would occur after the local grievance procedure is exhausted or deemed completed by agreement of the local parties.

JADRC will act as the registrar for referred disputes and will forward the matter to an arbitrator, within thirty (30) calendar days of the receipt of the dispute by JADRC's designated registrar. (See Appendix D for the list of arbitrators.)

Notwithstanding the referral of a dispute to an arbitrator, the local parties may mutually agree to request that JADRC attempt to resolve the matter through a pre-hearing discussion at the JADRC level. Where JADRC reaches a mutual decision on a matter referred, the decision will be final and binding upon the local parties.

Prior to an arbitral hearing, and in the absence of any JADRC decision, the local parties may resolve a dispute which relates to the interpretation, application, operation or alleged violation of this Agreement. The resolution is without prejudice or precedent.

#### **3.2.5 Process and Costs**

A matter referred to an arbitrator will be scheduled and heard within sixty (60) calendar days of referral unless otherwise mutually agreed by the local parties. Decisions will be final and binding except as provided by Section 99 of the *Labour Relations Code*.

Arbitral decisions shall be rendered within fifteen (15) calendar days of the conclusion of the hearing. Time limits may be altered by mutual agreement between the parties.

An arbitrator has the authority to order pre-hearing disclosure and to act as a mediator provided such action does not unduly delay a decision.

Each local party will be responsible for its own costs. The costs of the arbitrator will be shared by the local parties.

### **3.3 Leave of Absence for College Committees and Union Leave**

#### **3.3.1 Leave of Absence for College Committees**

An employee whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the employer will replace the employee as necessary. Costs arising from this provision will not be charged against the program area of the participating employee.

### **3.3.2 Union Leave**

Meetings between representatives of the union and the employer will be scheduled at times mutually agreeable to the Parties. Reasonable effort shall be made to hold such meetings at times that do not conflict with assigned duties.

Where such meetings cannot be scheduled at times that do not conflict with assigned duties, the employer will grant a leave of absence without loss of pay or other entitlements for the purpose of attending such meetings to the total equivalent of one-quarter full-time equivalent per annum.

Where such leave is granted, the employer will replace the employee as necessary.

This clause may be utilized by the union to ensure adequate representation by the union with respect to issues that affect the institution or the post-secondary system. To facilitate the administration of this provision, the union will ensure that the employer is advised of the eligible leaves to be taken.

The union may designate a person(s) who will be entitled to union leave under this Article and will advise the employer of the amount of the leave to be taken. The amount of the entitlement is one quarter of a full time equivalent per annum, without loss of pay or other entitlement.

Costs arising from this provision will not be charged against the program area of the participating union representative.

This provision will not be utilized where existing employer-paid release time arrangements exceed this one-quarter full-time equivalent entitlement.

### **3.3.3 Additional Union Leave Without Pay**

A bargaining unit may purchase additional release time above that currently paid for by the employer at replacement costs. Replacement cost is that for the individual who is carrying out the duties of the individual released. Such leaves will not be unreasonably withheld.

## **ARTICLE 4 - PRIOR LEARNING ASSESSMENT**

### **4.1 Definition**

Prior Learning Assessment (PLA) is the assessment by some valid and reliable means, of what has been learned through formal and non-formal education/training or experience, that is worthy of credit in a course or program offered by the institution providing credit.

The assessment and evaluation of prior learning and the determination of competency and credit awarded, will be done by instructional or faculty staff who have the appropriate subject matter expertise but other staff in an institution may have a supporting role in the process.

The work required for prior learning assessment includes but is not limited to: classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment.

#### **4.2 Prior Learning Assessment as Workload**

Prior learning assessment work undertaken by an employee covered by this Agreement will be integrated into and form part of the employee's workload as workload is defined in the employee's collective agreement.

#### **4.3 Training in Prior Learning Assessment**

An employee required to perform prior learning assessment responsibilities as part of his/her workload, has a right to employer-paid training time and expenses, in the methodology and application of prior learning assessment as necessary for the assigned task.

#### **4.4 Prior Learning Assessment Coordinators**

Prior Learning Assessment coordinators will be faculty or instructional bargaining unit members.

### **ARTICLE 5 - COPYRIGHT AND INTELLECTUAL PROPERTY**

#### **5.1 Copyright Ownership**

The copyright or patent for any work product, including creative work, instructional strategies or curriculum/instructional material, software or any other material or technology that may be copyrighted or patented:

**5.1.1** belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in Article 5.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

**5.1.2** belongs to the institution where one or more employees:

- (a) have been hired or agrees to create and produce copyrightable work product for the institution, or
- (b) are given release time from usual duties to create and produce copyrightable work product, or
- (c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

#### **5.2 Employer Rights to Materials Copyrighted by Employee(s)**

Where the employee holds the copyright pursuant to Article 5.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

#### **5.3 Employee Rights to Materials Copyrighted by the Employer**

Where the institution holds the copyright pursuant to Article 5.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

## **5.4 Joint Review**

JADRC may, at the request of either party, review issues arising from the application of this Article.

# **ARTICLE 6 - JOB SECURITY**

## **6.1 Employee Security and Regularization**

### **6.1.1 Intent**

The purpose of this Article is to ensure that, by April 1, 2000, provisions relating to employee security and regularization of employees are established within each collective agreement affecting employees covered by this Agreement and to ensure that current and future employees who qualify for regularization under the provisions of this Article will be regularized.

Where this Article establishes a date for action, the parties responsible for taking the action may agree to another date.

### **6.1.2 Definitions**

"Department" or "functional area" means the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

"Employee security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement or a local collective agreement.

"Non-regular employee" means a person employed on any basis other than regular as defined in the local collective agreement.

"Regularization" means the process by which a non-regular employee converts to regular status under this Article.

"Regular full-time" employee means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.

"Regular part-time" employee means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.

### **6.1.3 Parameters for Employee Security and Regularization**

- (a) Employee security and regularization provisions include those relating to:
  - (i) creating, posting and filling new positions and posting and filling vacant positions;
  - (ii) the types of appointment categories contained in the collective agreement;
  - (iii) the entitlements of regular and/or non-regular employees to continued appointment, access to additional work, and/or to

- health and welfare benefits based on time worked and/or seniority;
  - (iv) the circumstances under which a non-regular employee may be entitled to convert to or otherwise become a regular employee;
  - (v) requirements for notice of layoff or reduction in workload, including requirements relating to the timing of layoff notice;
  - (vi) requirements relating to the accumulation of severance and the condition for payment of severance.
- (b) Amendments to existing employee security and regularization provisions must include:
- (i) (1) entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater for two semesters in the next appointment year;
  - or
  - (2) entitlement to regularization after the employee has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.
  - (ii) requirements that an employee receive a satisfactory evaluation prior to regularization. An employee will be deemed to have received a satisfactory evaluation if one has not been undertaken by the employer. The employer may evaluate a non-regular employee at least once each twelve (12) month period and the employee may request an additional evaluation not more often than once in each twelve (12) month period.
- (c) In developing revised employee security and regularization provisions, local parties and/or JADRC and/or the arbitrator must consider the effects of any conversion from non-regular to regular status, including:
- (i) entitlement to confirmation of appointment as a regular employee;
  - (ii) requirements for a probationary period post-conversion of at least twelve months;
  - (iii) accumulation of regular seniority and severance entitlement related to appointment to regular status;



- (iv) rights of regular employees to new or additional work for which they are qualified both within and outside a department or functional area, and the operational implications of such rights;
- (v) limitations on concurrent regular appointment at more than one institution;
- (vi) cost implications of any entitlement that may be derived from work or appointment in more than one campus, centre or geographic limitation;
- (vii) relationship of work performed by bargaining unit members in continuing and/or community education to any entitlement to consideration for conversion;
- (viii) the right of the employer to create, post and fill a new position or to post and fill a vacant position;
- (ix) educational implications for requirements to teach upper level degree courses and/or non-degree courses;
- (x) implications for existing appointment types;
- (xi) the cost implications for the employer of any changes and the impact on student access, employees and services.

#### **6.1.4 Local Discussion Process**

- (a) Within fifteen (15) working days of ratification of this Agreement, a local bargaining unit must advise the local employer in writing either
  - (i) that it agrees to retain the existing local employee security and regularization provisions without any changes, or
  - (ii) that it wishes to commence the process for amending existing local provisions respecting employee security and regularization through the processes established in this Article.
- (b) Where the local bargaining unit advises the employer under (a) above, of its intention to commence the processes for amending the existing local employee security and regularization provisions, the parties will commence discussions forthwith.
- (c) The purpose of these local party discussions is to amend local collective agreement provisions respecting employee security and regularization as necessary to satisfy the intent of this Article and within the parameters established in Article 6.1.3 above.
- (d) Local discussions must conclude no later than April 30, 1999. The results of local discussions may be:
  - (i) An agreement to:
    - (1) amend existing provisions respecting employee security and regularization effective by April 1, 2000, or

- (2) maintain the current local collective agreement provisions respecting employee security and regularization,
- (ii) Referral to JADRC for resolution of issues on which agreement has not been reached no later than June 30, 1999.

#### **6.1.5 JADRC Resolution of Disputes**

JADRC will review submissions received from the local parties and will:

- (a) agree on a resolution of the issues submitted to it by the local parties no later than September 30, 1999, in which event the decision will be binding upon those local parties, or
- (b) where JADRC is unable to reach agreement it will submit its differences to Donald R. Munroe by October 31, 1999, or such other person as mutually agreed on, acting as sole arbitrator of the issues submitted to him/her.

#### **6.1.6 Jurisdiction**

- (a) The arbitrator has the jurisdiction to resolve the differences submitted to him/her considering:
  - (i) submissions made by the local parties respecting the differences remaining between them after the review by JADRC;
  - (ii) provisions of employee security and regularization in place at other similar colleges, university colleges, agencies and institutes in British Columbia;
  - (iii) the cost implications for the employer of any changes and the impact on student access, employees and services.
- (b) A decision of the arbitrator is binding on the local parties and will take effect on April 1, 2000 or such other date as the arbitrator may determine is required to phase in changes to a collective agreement.
- (c) In making his/her decision, the arbitrator will make changes necessary to amend employment provisions within the parameters established under Article 6.1.3 above that require the least amount of change in existing provisions necessary to meet the requirements of this Article and that the arbitrator considers to be reasonable.
- (d) An agreement reached between local parties to amend existing provisions on employee security and regularization under this process is not admissible in an arbitration under this provision.

**6.1.7** No result of this process will have the effect of altering an existing certification. Any grievance that arises regarding regularization will be referred to the JADRC process for resolution.

## **6.2 Program Transfers and Mergers**

### **6.2.1 Notice of Program Transfer / Merger**

When one or more institutions covered by this Agreement decides to transfer or merge a program or a partial program and the transfer or merger will result in the transfer or layoff of one or more employees at one or more of the institutions, the institutions will provide written notice to the local union(s) as soon as possible, but in no event less than sixty (60) days prior to the date of transfer or merger.

### **6.2.2 Transfer/Merger Agreements**

When notice is served, a committee composed of equal representation from each institution and each local union representing employees affected by the transfer or merger will be formed to negotiate a transfer/merger agreement.

The transfer/merger agreement will address all relevant matters and will be signed by each of the parties.

A copy of the agreement will be provided to each affected employee.

### **6.2.3 Disputes**

Grievances arising prior to the transfer/merger date remain the responsibility of the sending institution.

If a dispute arises as a result of a program transfer/merger and/or its employees being transferred the matter will be referred to the JADRC for resolution.

## **6.3 Registry of Laid Off Employees**

### **6.3.1 Electronic Posting of Available Positions**

On behalf of the Parties, the PSEA will maintain a system-wide electronic Registry of job postings and the necessary supporting database.

- (a) Institutions are encouraged to use the Registry for the posting of all available positions.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three (3) months in duration that are available to applicants beyond those employed by the institution by completing the PSEA Electronic Posting of Available Positions form (Appendix E1 - Form 1).
- (c) Postings will be removed from the Registry and archived to the database one (1) week after the closing by the institution that entered the posting.
- (d) Employers may elect to include job postings of positions from institutions not covered by this Agreement.
- (e) All employees covered by this Agreement may access the electronic registry of job postings for purposes of review.
- (f) Unions, employers and eligible employees have the right to access the information on the Registry.

### **6.3.2 Electronic Registry of Eligible Employees (Registrants)**

- (a) Employees covered by this Agreement are eligible for listing on the Registry if they are employees who have received notice of layoff or have been laid off and are either:
  - (i) regular employees with one (1) calendar year of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreement, or
  - (ii) non-regular employees with two (2) calendar years of service working at fifty percent (50%) workload or greater, as defined in the applicable local agreements.
- (b) Employees who meet the service requirements of Article 6.3.2(a)(i) above and have not had appointments renewed are eligible for listing on the Registry.
- (c) Length of Listing: An employee listed on the Registry may continue to be listed until the earlier of:
  - (i) recall or re-appointment to equivalent employment at the institution from which the person was laid off or was not re-appointed;
  - (ii) obtaining equivalent employment as a result of being listed on the Registry;
  - (iii) the expiration of the employee's recall rights or two (2) years from the date of registration, whichever is later.
- (d) Implementation
  - (i) An employee applies for listing through his/her Employee Relations Department by completing the PSEA Registry of Eligible Employees form (Appendix E2 - Form 2).
  - (ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the Registry.
  - (iii) A registrant is responsible to ensure that the information on the Registry is current and to notify immediately the Employer and the local union if s/he is no longer available for employment through the Registry.
- (e) Employees Not Eligible

Employees are not eligible for listing on the Registry if they have:

  - (i) had their employment terminated for just and reasonable cause;
  - (ii) accepted early retirement, or
  - (iii) voluntarily resigned their employment.

### **6.3.3 Applying for Available Positions**

- (a) It is the responsibility of employees listed on the Registry to enquire about and apply for available work as listed on the Electronic Posting of Available Positions.

- (b) Employees applying for a posted position in the manner prescribed by the posting institution must tell the institution at the time of application that s/he is a registrant on the Registry.

#### **6.3.4 Rights for Registrants**

- (a) Entitlement for Interview

Registrants applying for job postings at institutions who meet the hiring criteria as set by the Selection Committee at the hiring institution will be short-listed and will be interviewed. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most qualified registrants.

The application of this language is subject to the provisions of the collective agreement in effect at the receiving institution.

- (b) Entitlements for Successful Applicants

- (i) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and/or training.
- (ii) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.
- (iii) Seniority: All registrants who accept an offer of available work will have their seniority recognized at the new institution for all purposes other than severance accrual for subsequent layoffs.
  - (1) In the case of the hiring from the Registry of an applicant represented by the BCGEU into another bargaining unit represented by the BCGEU, s/he will have his or her seniority recognized for all purposes other than severance accrual.
  - (2) FPSE local unions may elect to participate in a reciprocal arrangement with other participating FPSE locals and with the BCGEU bargaining units for the purposes of recognition of seniority other than severance accrual. FPSE local unions that elect to participate in such a reciprocal arrangement must indicate their participation through formal notification to JADRC.
  - (3) In the case of the hiring of an applicant from the Registry by and from institutions with bargaining units registered with JADRC, the successful applicant shall carry his or her seniority to that new institution for all purposes other than severance accrual.
- (iv) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices

for the position for which the registrant was hired. If funding is available, the costs will be reimbursed to the hiring institution from the Labour Adjustment Fund.

- (v) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at that institution will repay relocation costs received from the institution that hired him or her in accordance with its relocation policies and practices for the position for which the registrant was hired.

## **6.4 Targeted Labour Adjustment**

### **6.4.1 Employer Commitments**

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

It is incumbent upon institutions to communicate effectively with their employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the Joint Labour Management Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs. Subject to any agreement that the Joint Labour Management Committee may make to extend the period of a canvass, such canvasses shall take place either:

- prior to the issuance of lay-off notice to employees under the local agreement, or
- by no later than fourteen (14) calendar days following the annual deadline for notice of non-renewal or layoff where a local provision provides for such a deadline,

whichever date is later.

The union shall be provided with a copy of each final plan for employee labour adjustment.

### **6.4.2 Menu of Labour Adjustment Strategies**

Where a work force reduction is necessary, the following labour adjustment strategies will be considered, as applicable.

#### **6.4.2.1 Labour Adjustment Strategies: Workplace Organization**

Subject to the institution's operational considerations, excluding the availability of funding, the following menu of work place organization labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.

- (c) Transfers to other areas within the bargaining unit subject to available work and to meeting qualifications, with minimal training required where such training can be scheduled within the employee's professional development and other non-instructional time.
- (d) Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Workload averaging that does not incur a net increase in compensation cost.
- (f) Combined pension earnings and reduced workload to equal one hundred percent (100%) of regular salary subject to compliance with the regulations of the College Pension Plan.
- (g) Agreed secondment.
- (h) Combinations and variations of the above or other workplace organization alternatives.

#### **6.4.2.2 Labour Adjustment Strategies: Employee Transition**

Subject to the institution's operational considerations, including the availability of funding, the following menu of employee transition labour adjustment strategies will be offered by institutions to minimize layoffs and at the appropriate time in the employee reduction process set out in the local provisions:

- (a) Paid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (b) Severance with up to twelve (12) months' severance payment for an employee other than the employee(s) identified for layoff. Such severance shall be calculated by applying the local agreement severance provisions to the employee who is being offered severance. If the employee elects to take severance pay under this Article, he or she thereby waives all other rights, claims, or entitlements, and severs his or her relationship with the institution.
- (c) Workload averaging that does incur a net increase in compensation
- (d) Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the College Pension Plan where an employee opts for early retirement.
- (e) Early retirement incentives pursuant to local collective agreements.
- (f) Retraining.
- (g) Continuation of health and welfare benefits.
- (h) Combination and variations of the above or other employee transition alternatives.

#### **6.4.3 Layoffs May Occur**

Once strategies other than layoff have been explored, the institutions may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

#### **6.4.4 No Stacking of Entitlements**

While various options may be considered and offered, there will be no stacking of entitlements.

### **6.5 Contracting Out**

#### **6.5.1 Additional Limitation on Contracting Out**

In addition to, and without limiting, any provision in a local collective agreement, an institution covered by this Agreement will not contract out:

- (a) any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

#### **6.5.2 Certain Inter-Institutional Arrangements Permissible**

After consultation with a local bargaining unit, an institution covered by this Agreement may enter into arrangements to have instructional activities contained in the programs listed and/or funded in the approved annual institutional program profile performed by another institution covered by this Agreement provided it is performed by instructional bargaining unit employees in the receiving institution(s).

Contract training work may also be moved between institutions which are party to this Agreement provided the work is done by instructional bargaining unit employees in the receiving institution(s).

### **6.6 Education Technology/ Distributed Learning**

**6.6.1** Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

**6.6.2** In developing and offering distributed learning programs and courses, the employer will plan in collaboration with the department or functional area and the employee(s) who will develop and/or deliver the program or course.

For the purposes of this Article, departments or functional areas are defined as the operational or administrative sub-division of an institution within which an employee is appointed and assigned workload and may include geographic limitations.

**6.6.3** Subject to mutual agreement, the local parties may develop criteria for the determination of the appropriate release time for the development, delivery and revision of distributed learning programs or courses. To the extent that they contain provisions that address release time and workload for the development, delivery and revision of distributed learning programs or courses, local letters of understanding shall apply.

**6.6.4** The employer will provide the necessary technological and human resources for employees assigned to develop and deliver the program and courses.



**6.6.5** The employer will provide the necessary and appropriate training in the use of relevant educational technology for employees assigned to deliver distributed learning programs and courses.

**6.6.6** Employees delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

**6.6.7** Employees shall not be required to deliver distributed learning programs/ courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

**6.6.8** Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.

**6.6.9** No regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

## **ARTICLE 7 - LEAVES**

### **7.1 Definitions**

All references to spouse within the leave provisions of this Agreement include, heterosexual, common-law and same sex partners. References to family include spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. For the purpose of Article 7.8 – Compassionate Care Leave – only, the definition of “family member” is as set out in Appendix I.

### **7.2 General Leave**

An Employer may grant a leave of absence with or without pay to an employee for any reason for up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

### **7.3 Seniority Accrual**

All paid leaves shall be treated as continuous employment for the purposes of seniority accrual. Unpaid leaves shall be treated as continuous employment for the purposes of seniority accrual for the duration of the leave, except for movement up the salary increment scale.

### **7.4 Retention of Status**

An employee on approved paid or unpaid leave will retain her/his employment status for the duration of the leave.

### **7.5 Benefits While on Leave**

An employee will continue to receive her/his salary and benefits while on paid leave under this Article. An employee on unpaid leave may arrange to pay the costs required to maintain benefit coverage in accordance with the local provisions of the collective agreement.

## **7.6 Bereavement Leave**

An employee will be entitled to five (5) days leave with no loss of pay and benefits in the case of the death of a family member and upon notification to the employer. The Employer may grant additional leave with pay.

## **7.7 Family Illness Leave**

An employee will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for family illness. Additional family illness leave may be granted by the employer.

## **7.8 Compassionate Care Leave**

### **7.8.1 Entitlement**

An employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. For the purpose of this Article 7.8, “family member” is defined as one of the persons listed in Appendix I – Family Members for the Purpose of Article 7.8 Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- a) The employee’s benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

### **7.8.2 Additional Leaves**

Should an employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 7.8.1 above. Such additional leave shall be pursuant to Article 7.2 General Leave.

## **7.9 Donor Leave**

An employee who is donating bone marrow or an organ is eligible for leave for the purpose of such donation. An employee on such leave may apply for sick leave and/or short-term disability benefits as applicable.

## **7.10 Jury Duty and Court Appearances**

Leave of absence without loss of pay and benefits will be provided to an employee summoned to serve on a jury or when subpoenaed or summoned as a witness in a criminal or civil proceeding not occasioned by the employee's private affairs, or when the employee accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding. An employee in receipt of pay or benefits under this Article has the responsibility to reimburse the employer all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the employer.

## **7.11 Public Duties**

**7.11.1** An employer will grant a leave of absence without pay to an employee to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety (90) days. Such leaves will not be unreasonably denied.

**7.11.2** An employer will grant a leave of absence without pay to an employee:

- (a) to seek election in a municipal, provincial or federal election to a maximum of ninety (90) days.
- (b) Where elected to public office, for up to two (2) consecutive terms.

## **7.12 Exchange Leave**

An employee holding a regular or continuous appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the employee's Department and the employer.

The employee will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional employer.

Where there are large inequities in cost of living between the location of the exchanging individual, the employer and the employee may discuss whether further assistance is required to facilitate the exchange.

## **7.13 Deferred Salary Leave**

Each employer ratifying this Agreement will establish or, as necessary, review and update a deferred salary leave plan consistent with Regulations issued by Canada Revenue Agency under the Income Tax Act. The parties may use the Application, Agreement, and Approval Form as a template (see Appendix H) for the deferred salary leave plan.

# **ARTICLE 8 - PARENTAL LEAVE**

## **8.1 Preamble**

### **8.1.1 Definitions**

- (a) "Common law partner" is a person of the same or different sex where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least twelve (12) months. The period of co-habitation may be less than twelve (12) months where the employee has claimed the common-law partner's child/children for taxation purposes.

- (b) “Base Salary” is the salary that an employee would earn if working their full workload up to a maximum of a full workload as defined in the employee’s collective agreement.

### **8.1.2 Entitlement**

Upon written request, an employee shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements.

## **8.2 Commencement of Leave**

Leave taken under Article 8.1.2 shall commence:

**8.2.1** for the birth mother, immediately after the end of the leave taken under the maternity leave provisions or within fifty-two (52) weeks of the birth unless the employer and the employee agree otherwise.

**8.2.2** for a spouse, a biological father, or a common-law partner to care for the child after the child’s birth and within fifty-two (52) weeks of the birth.

**8.2.3** for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.

## **8.3 Benefits Continuation**

The Employer will maintain coverage for medical, extended health, dental, group life and disability benefits for leaves taken under Article 8. For the period of the leave, premium and pension contribution payment will be as follows:

- (a) Premium payment for benefit coverage shall be on the same basis as if the employee were not on leave.
- (b) Contributions for pensionable service shall be on the same basis as if the employee were not on leave. Where an employee elects to buy back pensionable service for part or all of the Article 8 leave, the employer will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.

## **8.4 Return to Work**

**8.4.1** An employee who returns to work following a parental leave shall retain the seniority the employee had attained prior to the leave and shall accrue seniority for the period of leave.

**8.4.2** An employee who returns to work following a parental leave, shall be placed in the same position that employee held prior to the leave or in a comparable position.

**8.4.3** An employee who has taken leave under this provision is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken.

**8.4.4** Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the local parties will negotiate mutually acceptable dates.

**8.4.5** Upon written request, an employee on parental leave under Article 8.1.2 may return to work on a graduated basis. Upon receipt of a request, the local parties

will mutually agree to an acceptable graduated parental leave return to work plan for the employee.

## **8.5 Supplemental Employment Benefit for Maternity and Parental Leave**

**8.5.1** Effective April 1, 2002, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (a) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
- (b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
- (c) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
- (d) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, biological father or the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.
- (e) The average base salary for the purpose of Article 8.5.1(a) through (d) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

**8.5.2** An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits the employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

## **ARTICLE 9 - HEALTH AND WELFARE BENEFITS**

### **9.1 Joint Committee on Benefits Administration**

#### **9.1.1 Committee Established**

The Parties agree to maintain a Joint Committee on Benefits with four (4) members appointed by each side.

#### **9.1.2 Committee Mandate**

The Joint Committee on Benefits has a mandate to undertake tasks related to health and welfare benefits and disability benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training for local Joint Rehabilitation Committees.

Participation in the existing Benefits User Group will continue. Participation is open to institutions that are not currently members of the Benefits User Group.

### **9.1.3 Constraints**

The Joint Committee on Benefits will not make any changes to the plan provisions that would increase the costs of health and welfare benefits or disability benefits for individual employers or reduce plan provisions without the agreement of the Parties to this Agreement. The Joint Committee shall be authorized to determine appropriate use of the Article 9.1.3 savings from the 1998-2001 agreement (in the amount of \$71,849) and to allocate the funds to that use.

### **9.1.4 Costs of the Joint Committee**

The employers will pay up to \$50,000 for the costs of the committee's operations, exclusive of salaries and benefits.

## **9.2 Specific Benefits**

### **9.2.1 Benefit Provisions**

The following benefits will be provided to employees based on eligibility requirements in the local collective agreements:

- (a) Basic Medical Insurance under the British Columbia Medical Plan, subject to Plan provisions.
- (b) Extended Health Benefits
  - (i) Total lifetime coverage level will be unlimited.
  - (ii) Reimbursement level on claims will be ninety-five percent (95%); where existing reimbursement provisions in a local agreement exceed ninety-five percent (95%), the existing local provision will remain in force.
  - (iii) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years. Effective January 1, 2017, hearing aid coverage shall be increased to \$1000 every three (3) years.
  - (iv) Medical Travel Referral Benefit shall be in accordance with the provisions set out in Appendix F.

- (v) Health and welfare benefits coverage will cease on the day that an employee's employment terminates.
- (vi) Eye vision exams shall be reimbursed to a maximum of seventy-five dollars (\$75) every two (2) years.
- (vii) Effective January 1, 2017, vision care shall be increased to \$500 every two (2) years.

(c) Group Life and Accidental Death and Dismemberment Insurance

Group Life and Accidental Death and Dismemberment benefits each shall be set at three (3) times the employee's annual salary.

(d) Dental Plan

Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

Dental Plan interpretation shall be in accordance with the provisions set out in Appendix G.

(e) Termination of Coverage

Retiring employees who are eligible under the local collective agreement for health and welfare benefits and who have applied for College Pension Plan benefits will maintain coverage until the commencement of pension health and welfare benefits and in any event no later than ninety (90) calendar days following the date of the employee's retirement.

### **9.2.2 Flexible Benefit Plan Impact**

Existing flexible benefits plan default levels of coverage shall be increased, where necessary, to match the benefit levels established in Article 9.2.1.

### **9.2.3 Level of Health and Welfare Benefits**

There will be no change to the level of health and welfare benefits without prior consultation between the local parties.

## **9.3 Disability Benefits**

**9.3.1** The employers shall continue a single plan for the provision of disability benefits for eligible employees who are covered by this Agreement and whose local bargaining unit has opted into this Agreement's Plan pursuant to Article 9.3.3 in the 2001-2004 Common Agreement who have joined or who will subsequently join the plan pursuant to Article 9.3.3 below.

**9.3.2** (a) The disability benefits plan will be as set out in the findings of the Joint Committee on Benefits Administration (JCBA) entitled *Long-Term Disability Benefit Initiative*, but will be an insured plan and will include the following elements:

- ◆ Benefit level of sick leave at one hundred percent (100%) for the first thirty (30) calendar days, short-term disability at seventy percent (70%) weekly indemnity for the next twenty one (21) weeks, and long-term disability leave of seventy percent (70%) thereafter

- ◆ Long-term disability as defined on the basis of two-year own occupation and any other occupation thereafter as described by the JCBA plan
- ◆ Health and welfare benefit premiums will be paid by the employer or the Plan for employees on sick leave, short-term disability and long-term disability
- ◆ Employer payment of premiums for both short-term and long-term disability benefits
- ◆ Claims Review Committee made up of three (3) medical doctors (one designated by the claimant, one by the employer and the third agreed to by the first two doctors)
- ◆ Mandatory rehabilitation as described in the JCBA plan
- ◆ Subject to provisions of the Plan, enrolment is mandatory for all active regular employees and for active non-regular employees employed on a continuing basis for at least a four (4) month period with fifty percent (50%) or more of a full-time workload as defined by local provisions.

(b) The disability benefits plan includes Partial Disability Benefits which shall be administered in accordance with the terms and conditions of this plan, as amended July 1, 2009.

**9.3.3** Within ninety (90) days of the ratification of this Agreement, a local bargaining unit that is not already covered by the common disability plan shall advise the local employer in writing either:

- (a) that it wishes its members to be covered by the disability benefits plan by this Agreement, or
- (b) that it wishes its members to continue to be covered by the disability benefits plan that currently applies to them.

**9.3.4** (a) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) above shall retain any sick leave banks accrued up to but not beyond March 31, 2004 including any entitlement to full or partial payout of such sick leave banks. The local provisions for use of those sick leave banks including payout, where applicable, shall continue to apply.

- (b) Current employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who have sick leave benefits of a fixed amount of time and who are entitled under their local collective agreement to a payout of such benefits shall have those benefits converted to a bank as of March 31, 2004 and shall be entitled to payout of the bank, subject to the provisions of the local collective agreement.

**9.3.5** Employees in a local bargaining unit that chooses to participate in this Agreement's disability benefits plan under Article 9.3.3 (a) and who are not eligible for enrolment in the Plan shall be entitled to sick leave coverage as provided in the local collective agreement, subject to such sick leave not exceeding a maximum of thirty (30) calendar days per illness.

**9.3.6** Disability benefits plan members shall establish and maintain a Joint Rehabilitation Committee (JRC) with up to two (2) representatives appointed by the Union and up to two (2) representatives appointed by the Employer.



The operation of the JRC is subject to the terms and conditions of the disability benefits plan.

**9.3.7** The Joint Committee on Benefits Administration (JCBA) shall oversee the continuation of the plan as described in Article 9.3.2 and shall address such matters pertaining to the plan as are included in the JCBA's mandate as set out in Article 9.1.2.

## **ARTICLE 10 - PENSIONS**

### **10.1 Mandatory Enrolment**

Enrolment in the College Pension Plan shall be as set out by the *Public Sector Pension Plans Act*, Schedule A.

### **10.2 Existing Employees**

The employer will encourage employees who have not joined the College Pension Plan to do so. However, employees on payroll as of the date of ratification who have not joined the College Pension Plan shall retain the right not to do so.

## **ARTICLE 11 - EARLY RETIREMENT INCENTIVE**

### **11.1 Definition**

For the purposes of this provision, early retirement is defined as retirement at or after age 55 and before age 64.

### **11.2 Eligibility**

**11.2.1** An employee must be at the highest achievable step of the salary scale.

**11.2.2** An employee must have a minimum of ten (10) years of full-time equivalent service in the BC College and Institute System.

### **11.3 Incentive Payment**

**11.3.1** An employer may offer and an employee may accept an early retirement incentive based on the age at retirement to be paid in the following amounts

<b>Age at Retirement</b>	<b>% of Annual Salary at Time of Retirement</b>
55 to 59	100%
60	80%
61	60%
62	40%
63	20%
64	0%

**11.3.2** An employer may opt to pay the early retirement incentive in three equal annual payments over a thirty-six (36) month period.

**11.3.3** Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

## **ARTICLE 12 - SALARIES**

## **12.1 Provincial Salary Scale**

The Provincial Salary Scale is attached as Appendix A.

**12.1.1** Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later), all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2015 shall be increased by one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

**12.1.2** Effective the first day of the first full pay period after February 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2016 shall be increased by the Economic Stability Dividend\*.

**12.1.3** Effective the first day of the first full pay period after April 1, 2016, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2016 shall be increased by one-half of one percent (0.5%).

**12.1.4** Effective the first day of the first full pay period after February 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

**12.1.5** Effective the first day of the first full pay period after April 1, 2017, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2017 shall be increased by one-half of one percent (0.5%).

**12.1.6** Effective the first day of the first full pay period after February 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

**12.1.7** Effective the first day of the first full pay period after April 1, 2018, all annual rates of pay in Appendix A of the collective agreement which were in effect on March 31, 2018 shall be increased by one-half of one percent (0.5%).

**12.1.8** Effective the first day of the first full pay period after February 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on January 31, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend\*.

The new rates shall be rounded to the nearest whole dollar. These wage increases shall apply to all current employees who are members of the bargaining unit.

\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

## **12.2 Secondary Scale Adjustment**

All steps on secondary scales will be increased as follows:

**12.2.1** Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

**12.2.2** Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend\*.

**12.2.3** Effective the first day of the first full pay period after April 1, 2016: one-half of one percent (0.5%).

**12.2.4** Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend\*.

**12.2.5** Effective the first day of the first full pay period after April 1, 2017: one-half of one percent (0.5%).

**12.2.6** Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend\*.

**12.2.7** Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

**12.2.8** Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend\*.

**12.2.9** Despite Articles 12.2.1 to 12.2.8, above, local parties may elect to revise secondary scales to the extent possible within a weighted average of the salary increases specified in Article 12.2.

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.

\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

### **12.3 Maintenance of Placement**

Where an employee covered by this Agreement becomes employed within two (2) years by another institution also covered by this Agreement, initial placement shall be made at the higher of the placement formula at the hiring institution or his/her current or most recent salary step. This will only apply when the employee becomes employed in the same or a substantially similar field. The normal probation provisions of the hiring institution will apply.

### **12.4 Calculation of Pay**

Each institution will review its division of annual pay into pay periods to ensure that employees receive the full or pro-rated (as applicable) gross annual salary in the Provincial Salary Scale in Appendix A.

### **12.5 Overload**

A regular employee who works an overload in a given year shall receive no less than either:

- (a) the pro-rata salary for the overload based on the Provincial Salary Scale or the secondary scale on which the employee is placed or
- (b) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

The conditions governing overloads are as set out in the regular employee's local collective agreement, subject to the above provision.

### **12.6 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:

**12.6.1** Effective the first day of the first full pay period after April 1, 2015 or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later): one percent (1%). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

**12.6.2** Effective the first day of the first full pay period after February 1, 2016: Economic Stability Dividend\*.

**12.6.3** Effective the first day of the first full pay period after April 1, 2016: one-half of one percent (0.5%).

**12.6.4** Effective the first day of the first full pay period after February 1, 2017: one percent (1%) plus Economic Stability Dividend\*.

**12.6.5** Effective the first day of the first full pay period after April 1, 2017: one-half of one percent (0.5%).

**12.6.6** Effective the first day of the first full pay period after February 1, 2018: one percent (1%) plus Economic Stability Dividend\*.

**12.6.7** Effective the first day of the first full pay period after April 1, 2018: one-half of one percent (0.5%).

**12.6.8** Effective the first day of the first full pay period after February 1, 2019: one percent (1%) plus Economic Stability Dividend\*.

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.

\* See Appendix A for the Memorandum of Understanding on the Economic Stability Dividend (ESD).

## **ARTICLE 13 - EFFECT OF THIS AGREEMENT**

### **13.1**

Where a provision of a local collective agreement provides a greater employee benefit than does a similar provision of this Agreement, except as noted in Article 13.3 below, the local agreement provision will supersede the provision of this Agreement to the extent of the greater benefit.

### **13.2**

All provisions of this Agreement will be effective on the date of ratification except as otherwise noted.

### **13.3**

The following Articles are not subject to Article 13.1 above:

- Article 2 - Harassment
- Article 3.1 - Human Resource Database
- Article 3.2.1 – 3.2.5 - Joint Administration and Dispute Resolution Committee
- Article 4 - Prior Learning Assessment
- Article 6.1.7 – Referral to JADRC

- Article 6.2 - Program Transfers and Mergers
- Article 6.3 - Registry of Laid Off Employees
- Article 6.4 - Targeted Labour Adjustment
- Article 6.6 – Educational Technology/ Distributed Learning
- Article 7.8 - Compassionate Care Leave
- Article 9.1 - Joint Committee on Benefits Administration
- Article 9.3 - Disability Benefits
- Article 12.1 and Appendix A - Provincial Salary Scale
- Article 12.2 - Secondary Scale Adjustment
- Letter of Understanding – Expedited Arbitration

#### **13.4**

Any disputes over the application of this Article will be resolved through JADRC.

### **ARTICLE 14 - INTERNATIONAL EDUCATION**

The Parties agree that participation in international education is important and valuable, enhancing student and faculty opportunities while supporting international education at each institution.

The Parties agree that this Article shall govern the terms and conditions for employees who travel outside Canada and the U.S. to perform assigned work pursuant to the employees' collective agreement.

#### **14.1 General**

- (a) Employee participation in international education is voluntary.
- (b) Subject to Article 14.1(d) below, the terms and conditions of the Collective Agreement will apply.
- (c) The employer will meet and review the terms and conditions for each assignment outside Canada and the U.S. with the employee participating in an international education project.
- (d) Should an international education project require interpretation of the workload provisions in the Collective Agreement, the employer will apply to the employee such workload terms as are equivalent to those workload terms that would normally apply.
- (e) The employer will convene an annual review session for the employees participating under this Article to enable the employees to share experiences and identify problems and solutions. The employer will ensure that minutes of these meetings are recorded and provided to the union.

#### **14.2 Expenses**

- (a) The employer will reimburse, pursuant to employer policy, receipted expenses incurred by an employee while on employer business. The employer may grant a sufficient travel advance to cover those expenses that can reasonably be anticipated prior to travel, including appropriate transportation, accommodation and meal expenses.

- (b) The employer will waive the requirement that receipts be provided in situations where these are not reasonably obtainable.

#### **14.3 Health and Welfare Benefits**

The employer will provide current health and welfare benefits coverage for employees working under this Article. Premiums for this coverage will continue to be paid as if the employee was continuing to work for the employer in British Columbia.

Limitations:

- (a) Dental expenses incurred will be reimbursed based on the British Columbia fee schedule in effect under the employer's group policy.
- (b) Benefit coverage will not extend beyond the date the policy or any benefits terminate with the employer's insurance carrier.
- (c) The employer will supply travel medical insurance.
- (d) When employees are working in countries where payment for medical services may require cash payment, employees will submit their claim to the insurance carrier for reimbursement of such expenses. The employer will advance monies in such instances if there is an anticipated delay from the insurance carrier.
- (e) An employee will be referred to the employer's Human Resources department to clarify the benefit and travel medical insurance coverage.
- (f) The Parties agree that Article 14.3 – Health and Welfare Benefits – shall govern the terms and conditions for employees who are required to travel to the U.S. to perform assigned work pursuant to the employees' collective agreement.

#### **14.4 Emergencies and Emergency Evacuation**

- (a) The employer will provide an employee with twenty-four (24) hour contact number(s), e-mail address(es) or fax number(s) to ensure the timely referral of an emergency to a responsible employer official who will make every effort to assist in the satisfactory resolution of an apprehended or actual emergency for the employee.
- (b) The employer will consult with the appropriate Canadian government departments and the embassy or consulate in the country where employees are working to determine the appropriate procedures should evacuation become necessary. The employer will ensure that this information is made available to the employee in advance of travel. A copy of this information will be provided to the union at the same time.
- (c) If necessary, the employer will contract with local specialists with respect to the safety of employees, their families and companions.
- (d) In the event of an emergency, the employee will immediately contact the appropriate employer official for assistance and direction. The employee has the right to leave the area if she/he reasonably apprehends that his/her health or safety is in danger. The expenses incurred in the satisfactory resolution of an emergency or emergency evacuation of an employee will be the responsibility of the employer. Those additional expenses incurred in the satisfactory resolution of an emergency or

emergency evacuation of an employee's family or companion(s) will be initially paid by the employer and then reimbursed to the employer by the employee on a mutually agreed basis.

#### **14.5 Orientation and Return**

**14.5.1** Employees working under this Article will receive a reasonable orientation prior to departure that includes but is not limited to:

- (a) the project;
- (b) the culture and country;
- (c) travel, safety or medical concerns, benefits issues; and
- (d) other issues related to the work.

**14.5.2** The employer will arrange the scheduling of international work in such a way that an employee will be provided three (3) working days, inclusive of required travel time, between the completion of their international education assignments before assuming regular duties at the institution. This will not apply in situations where an employee elects to extend their stay through the use of vacation time.

#### **14.6 Application**

Article 14 shall apply to local unions as follows:

**14.6.1** Within fifteen (15) working days following ratification of its collective agreement commencing April 1, 2004, a local union whose collective agreement expiring March 31, 2004 included local provisions on International Education shall advise the employer in writing either:

- (a) That it agrees to retain the existing local International Education language without any changes, or
- (b) That it chooses to adopt the International Education language of this Article 14.

**14.6.2** Article 14 shall apply to any local union whose collective agreement expiring March 31, 2004 did not include local provisions on International Education.

### **ARTICLE 15 - HEALTH AND SAFETY EQUIPMENT**

The employer agrees to supply at no cost to employees all pieces of health and safety apparel and equipment required by Workers' Compensation.

### **ARTICLE 16 - COMMON FACULTY PROFESSIONAL DEVELOPMENT FUND**

#### **16.1 Purpose**

**16.1.1** The Common Faculty Professional Development Fund ("the Fund") is in support of various types of professional development activities. Such professional development is for the maintenance and development of the faculty members' professional competence and effectiveness. The purpose is to assist faculty to remain current and active in their discipline

and program. The Fund is not meant to replace any existing development or educational funds.

**16.2 Process**

**16.2.1** The local parties will mutually agree on a process and criteria for the review and adjudication of employee applications to the Fund. The process will include the recommendation of adjudicated applications to the applicable senior administrator. The senior administrator is responsible for the final approval of applications.

**16.3 Fund**

**16.3.1** The Fund will be set at point six of one percent (0.6%) of faculty salary for each institution.

**16.3.2** Any monies in the Fund not spent at the end of any fiscal year shall be retained by the employer.

**ARTICLE 17 - TERM**

This Agreement shall be in effect from April 1, 2014 to March 31, 2019, and shall continue in force until the renewal of this Agreement.



## APPENDIX A PROVINCIAL SALARY SCALE

STEP	1-Apr-14 to 31-Mar-15	1-Apr-15 <sup>1</sup> to 31-Jan-16	1-Feb-16 <sup>1,2,3</sup> to 31-Mar-16	1-Apr-16 <sup>1,3</sup> to 31-Jan-17	1-Feb-17 <sup>1,2,3</sup> To 31-Mar-17	1-Apr-17 <sup>1,3</sup> to 31-Jan-18	1-Feb-18 <sup>1,2,3</sup> to 31-Mar-18	1-Apr-18 <sup>1,3</sup> to 31-Jan-19	1-Feb-19 <sup>1,2,3</sup> to 31-Mar-19
1	\$86,611	\$87,477	TBD <sup>3</sup>	\$87,914	\$88,793	\$89,237	\$90,129	\$90,580	\$91,486
2	\$81,136	\$81,947	TBD	\$82,357	\$83,181	\$83,597	\$84,433	\$84,855	\$85,704
3	\$75,577	\$76,333	TBD	\$76,715	\$77,482	\$77,869	\$78,648	\$79,041	\$79,831
4	\$72,485	\$73,210	TBD	\$73,576	\$74,312	\$74,684	\$75,431	\$75,808	\$76,566
5	\$69,829	\$70,527	TBD	\$70,880	\$71,589	\$71,947	\$72,666	\$73,029	\$73,759
6	\$67,175	\$67,847	TBD	\$68,186	\$68,868	\$69,212	\$69,904	\$70,254	\$70,957
7	\$64,519	\$65,164	TBD	\$65,490	\$66,145	\$66,476	\$67,141	\$67,477	\$68,152
8	\$61,864	\$62,483	TBD	\$62,795	\$63,423	\$63,740	\$64,377	\$64,699	\$65,346
9	\$59,209	\$59,801	TBD	\$60,100	\$60,701	\$61,005	\$61,615	\$61,923	\$62,542
10	\$56,554	\$57,120	TBD	\$57,406	\$57,980	\$58,270	\$58,853	\$59,147	\$59,738
11	\$53,900	\$54,439	TBD	\$54,711	\$55,258	\$55,534	\$56,089	\$56,369	\$56,933

<sup>1</sup>The first day of the first full pay period after this date. For April 1, 2015, the first day of the first full pay period after this date or the first day of the first full pay period after the date of tentative settlement of the collective agreement (whichever is later). The Parties agree that retroactive adjustment will apply in the case of a tentative settlement on or before September 1, 2015. After that date there will be no retroactive adjustment.

<sup>2</sup>See below for Appendix A - Memorandum of Understanding on the Economic Stability Dividend (ESD). Annual wage rate may be adjusted depending on the ESD.

<sup>3</sup>Annual wage rates to be determined depending on the ESD.

## MEMORANDUM OF UNDERSTANDING

### Re: ECONOMIC STABILITY DIVIDEND (ESD)

#### Definitions

1. In this Letter of Agreement:

“Collective agreement year” means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

“Economic Forecast Council” means the Economic Forecast Council appointed under s. 4 of the *Budget Transparency and Accountability Act*, [S.B.C. 2000] c. 23.

“Forecast GDP” means the average forecast for British Columbia’s real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government.

“Fiscal year” means the fiscal year of the government as defined in the *Financial Administration Act* [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’.

“Calendar year” is a twelve (12) month period starting January 1<sup>st</sup> and ending December 31<sup>st</sup> of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this MOU means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts.

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this MOU and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11<sup>th</sup>) month in a collective agreement year.

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

#### The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC’s real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and Publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year - Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 - Forecast GDP for calendar 2015;
- (ii) November 2016 - Real GDP published for calendar 2015;
- (iii) November 2016 - Calculation of the fifty percent (50%) of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

### **Availability of the Economic Stability Dividend**

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

### **Allowable Method of Payment of the Economic Stability Dividend**

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

## **APPENDIX B**

### **LIST OF INVESTIGATORS**

The following list of investigators is attached for the use of the local parties at their option under Article 2.3.3 and 2.3.4

Rebecca Frame  
Irene Holden  
Betty Baxter  
Ana Mohammed  
Louise Pohl

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

## APPENDIX C

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

<b>EMPLOYER</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

<b>UNION</b>	COLLEGE/INSTITUTE	
	CONTACT PERSON	
	ADDRESS	
	PHONE	FAX
		EMAIL

ARTICLE OF AGREEMENT IN DISPUTE:	
COPY OF THIS REFERRAL GIVEN TO LOCAL PARTIES? NO <input type="checkbox"/> YES <input type="checkbox"/> DATE:	
STATEMENT OF ISSUE(S) IN DISPUTE:	
<div style="border: 1px solid black; height: 150px; width: 100%;"></div>	
Signature: _____	Title: _____

FOR JADRC USE ONLY	
DATE RECEIVED:	DATE CIRCULATED:
JOINT STATEMENT RECEIVED:	
UNION STATEMENT RECEIVED:	EMPLOYER STATEMENT RECEIVED:
FILE NUMBER ASSIGNED: #	REFERRED TO ARBITRATOR:

## **APPENDIX D**

### **LIST OF ARBITRATORS**

The following arbitrators are to be chosen in rotation as referenced in Articles 3.2.4 and 3.2.6:

Irene Holden  
Joan Gordon  
Judi Korbin  
Chris Sullivan  
Colin Taylor

This list may be amended at any time by the Joint Administration Dispute Resolution Committee.

**APPENDIX E1**

**REGISTRY OF LAID OFF EMPLOYEES - FORM 1**

**PSEA ELECTRONIC POSTING OF AVAILABLE POSITIONS**

0. (For PSEA use only)
1. College/University College/Institute and Location:
2. Job Title:
3. Area/Program/Discipline(s):
4. Job Description:
5. Minimum and Preferred Qualifications:
6. Start Date:
7. Close Date:
8. Contact Person and Address:

## APPENDIX E2

### REGISTRY OF LAID OFF EMPLOYEES - FORM 2

#### PSEA REGISTRY OF ELIGIBLE EMPLOYEES

0. (For PSEA use only:)
1. College, University College, Institute:
2. Registrant:
3. Service Date (length of service):
4. Program/Area:
5. Date of Availability (Lay-off or End of Contract):

Registrant Electronic Resume available at:

College/University College/Institute Contact Person:

College/University College/Institute Contact Phone Number:

Bargaining Unit Contact Person:

Bargaining Unit Contact Phone Number:

Information Release Waiver for the purposes of the Freedom of Information and Protection of Privacy:

I agree that the above personal information including my Resume (if available) can be made available to prospective Institutional Employers and Union via the internet or other means.

Signature of Registrant

Date



## APPENDIX F

### MEDICAL TRAVEL REFERRAL BENEFIT

#### Benefit Summary

Deductible Amount: None

Benefit Amount: 100% of eligible expenses

Individual Maximum: \$10,000 per year

Coverage Limitations:

- \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;
- Where an employer requires it, receipts must be submitted with the expense claim;
- Where the eligible expenses exceed \$125 per day, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day 1, \$125 day 2 and \$160 day 3, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day 1, \$75 day 2 and \$300 day 3, a total of \$375 will be paid;
- Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;
- Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).

#### List of Eligible Expenses

**Medical Travel:** When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:

- Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);
- Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution

**Accommodation:** Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.

**Meals:** Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

**Attendant:** Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

## **Superior Benefits**

A superior benefit that existed in an institution's Medical Travel Referral Benefit Plan or Collective agreement that was in place prior to the 1998 Common Agreement continues to apply.

## **Exclusions**

### **No benefit shall be payable for:**

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her license;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependent is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;
- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

## **Claims Adjudication**

### **To claim benefits, the employee or dependent must:**

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bills and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

## **APPENDIX G**

### **DENTAL PLAN**

The nine (9) month limitation applies to 1) polishing, 2) the application of fluoride, and 3) the recall itself. The nine (9) month limitation does not apply to scaling; any current scaling limits in dental contracts apply.

The process for an individual faculty employee to have his/her teeth cleaned more frequently than every nine (9) months as provided by Article 9.2.1 (d) is as follows:

- Faculty employee visits dentist as usual
- Dentist advises that the faculty employee has gum disease or other dental problem which requires cleaning more frequently than every nine (9) months
- Dentist fills in the usual claim form, but in addition notes that the faculty employee has gum disease or specifies the other dental problem that requires more frequent cleaning
- Faculty employee or dentist submits the form to the Insurance Carrier as normal
- The Insurance Carrier determines if the reasons set out by the dentist fit within the approved reasons under the dental plan for having teeth cleaned more frequently than every nine(9) months

The employers' approval of the more frequent cleaning is not required.

## APPENDIX H

### DEFERRED SALARY LEAVE APPLICATION, AGREEMENT, AND APPROVAL FORM

I have read and I understand the terms and conditions of Article 7.13 Deferred Salary Leave of the Common Agreement the provisions of the [institution name] Deferred Salary Leave Plan, between the union and the employer governing the Deferred Salary Leave Plan. I agree to participate in the Plan subject to its rules and on the following specific conditions:

Enrolment Date: My enrolment in the Plan shall become effective \_\_\_\_\_, 20\_\_\_\_

Year of Leave: I propose to commence my leave (yy/mm/dd), upon the approval of the employer, for a period of \_\_\_\_\_ months (up to one year).

Funding of the Leave: To accomplish the funding of the leave I hereby authorize the following amounts be withheld from my current compensation effective the date of my enrolment in the Plan:

First Year \_\_\_\_\_%

Second Year \_\_\_\_\_%

Third Year \_\_\_\_\_%

Fourth Year \_\_\_\_\_%

Number of additional year \_\_\_\_\_

Percentage per additional year \_\_\_\_\_

The participant may, by written notice to the employer prior to the anniversary date in any year, alter the percentage amounts for that and any subsequent year subject to the provisions [institution name] of the Deferred Salary Leave Plan Memorandum.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

The employer hereby approves the above noted employees participation in the Deferred Salary Leave Plan

\_\_\_\_\_  
Signature of Employer

\_\_\_\_\_  
Date

## **APPENDIX I**

### **FAMILY MEMBERS FOR THE PURPOSE OF ARTICLE 7.8 COMPASSIONATE CARE LEAVE**

1. The following “family members” are persons identified through their relationship to the employee.
  - Spouse (includes heterosexual, common-law, and same-sex relationships)
  - Children
  - Children’s spouses
  - Step-children
  - Step-children-in-law
  - Siblings
  - In-law siblings
  - Parents
  - Step-parents
  - Parents-in-law
  - Grandparents
  - Grandchildren
  - Nieces/Nephews
  - Guardians
  - Step-siblings
  - Aunts/Uncles
  - Current or former foster-parents
  - Current or former foster children
  - Current or former wards
  - Current or former guardians
  - Spouse of sibling or step-sibling
  - Spouse of child or step-child
  - Spouse of a grandparent
  - Spouse of a grandchild
  - Spouse of an aunt or uncle
  - Spouse of a niece or nephew
  - Spouse of a current or former foster child
  - Spouse of a current or former guardian
  - Spouse of an employee’s current or former foster parent
  - Spouse of an employee’s current or former ward
  - Spouse of a person who is living with the employee as a member of the employee’s family
2. The following “family members” are persons identified through their relationship to the employee’s spouse
  - Spouse’s parents or step-parents
  - Spouse’s siblings or step-siblings
  - Spouse’s children
  - Spouse’s grandparents
  - Spouse’s grandchildren
  - Spouse’s aunts or uncles

- Spouse's nieces or nephews
- Spouse's current or former foster parents
- Spouse's current or former wards

3. The following "family members" are deemed family members

- Any other person in the same household who is dependent upon the employee
- Any person who lives with the employee as a member of the employee's family
- Whether or not related to an employee by blood, adoption, marriage or common-law partnership, an individual with a serious medical condition who considers the employee to be, or whom the employee considers to be, like a close relative

## **LETTER OF UNDERSTANDING 1**

### **VARIANT APPLICATIONS OF COMMON AGREEMENT PROVISIONS TO THE NVIT PARTIES**

1. The parties recognize that NVIT is a unique Aboriginal provincial institute with a mandate to teach Aboriginal curriculum, maintain Aboriginal culture, values, and traditions, and accordingly has a preference for hiring Aboriginal employees. Therefore the parties agree that NVIT is subject to the following variations of this agreement:
  - 1.1 The parties agree that Article 3.5.2 Union Leave will be applied in the following way:
    - 1.1.1 NVIT will provide a bank equivalent to one quarter full time equivalent per annum at normal faculty replacement costs as per local Article 35.2.1.5
    - 1.1.2 The bank will be established each April 1st to fund this leave for the upcoming fiscal year.
    - 1.1.3 Subject to employer operational requirements, The NVITEA will request a draw down on the bank and will inform the employer which union member and when the leave is requested. The draw down will be based on replacement costs.
    - 1.1.4 Requests under this Article will not be unreasonably denied.
  - 1.2 The parties agree that Article 6.1 Employee Security and Regularization, and Article 6.5 Contracting Out, does not apply to NVIT. For clarity the parties agree that Articles 6.4 Targeted Labour Adjustment and 6.6 Education Technology/Distributed Learning do apply. The parties agree that Article 6.1 Employee Security and Regularization and Article 6.5 Contracting Out may be opened at the local table.
  - 1.3 The parties agree to include Article 6.2 Program Transfers And Mergers, and Article 6.3 Registry of Laid Off Employees subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal Ancestry.
  - 1.4 The parties agree to a variation of Article 7 Leaves subject to Section 2 below.
  - 1.5 The parties agree to a variation of Article 9 Benefits subject to Sections 3 and 4 below.
2. The Parties agree that NVIT be exempted from Article 7.6 Bereavement Leave and 7.7 Family Illness Leave.

For clarification, the parties agree that local Articles 23.1.1, 23.1.5, 23.1.6, 23.1.7, and 23.5 remain in effect.

The parties agree to include Article 7.12 Exchange Leave, subject to NVIT's continued right to exercise a preference for hiring people of Aboriginal ancestry.

The parties agree that Article 7.11 Public Duties may be applied to public duties that include First Nations governance and Aboriginal community boards.

3. Upon ratification of the local collective agreement Article 9 (Health and Welfare) provisions will come into effect upon the first day of the first month following the fifteenth day after ratification.
4. The parties recognize the employees of NVIT who are “status” as defined in the Indian Act often have health and dental coverage provided by Indian and Northern Affairs Canada (INAC). Those employees who have this coverage may choose to opt out through the signing of a waiver of the health, dental and emergency travel benefits provided by NVIT as part of its benefits plan. Those employees who have INAC coverage and who choose to opt out shall receive 2% of their gross earnings on each paycheck in lieu of benefits.
5. The Parties agree that Article 30.3 of the NVIT local agreement remains in force.
6. Support staff salary: The parties agree to the following:
  - a) Effective January 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
  - b) Effective April 1, 2013, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
  - c) Effective September 1, 2013 or the date of tentative settlement of the local parties’ Memorandum of Agreement (whichever is later), all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.
  - d) Effective January 1, 2014, all annual rates of pay in Article 34.1 of the NVIT/NVITEA collective agreement which were in effect on the day preceding shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole dollar.



**LETTER OF UNDERSTANDING 2**  
**HARASSMENT INVESTIGATORS**

**Re: Harassment Investigators**

The parties will form a committee consisting of not more than three (3) members appointed by FPSE, and an equal number of management appointments to discuss the skills and abilities required of harassment investigators. Specifically the committee will discuss the training and/or experience required for individuals to be added to the list of investigators in Appendix B of the Common Agreement.

Where the parties mutually agree, individuals completing the approved training program will be added to the list of investigators. These individuals will be the first called for investigations in accordance with their areas of expertise, knowledge, and experience.

The Committee shall complete their duties by December 31, 2015.

The committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

## **LETTER OF UNDERSTANDING 3**

### **EXPEDITED ARBITRATION**

#### **Re: Expedited Arbitration**

Effective the date of ratification, the parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### **1. Expedited Arbitrations**

Where a difference arises at an institution relating to the interpretation, application or administration of a local agreement, including where an allegation is made that a term or condition of a local agreement has been violated, either of the local parties may, after exhausting the steps of the grievance procedure under the local agreement, notify the other local party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

#### **2. Issues for Expedited Arbitration**

- (a) All grievances except those relating to the following shall be resolved by expedited arbitration:
  - i. Dismissals;
  - ii. Suspensions in excess of five (5) working days;
  - iii. Policy grievances;
  - iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
  - v. Grievances requiring the presentation of extrinsic evidence;
  - vi. Grievances where a local party intends to raise a preliminary objection;
  - vii. Grievances arising from the duty to accommodate; and
  - viii. Grievances arising from the interpretation, application and administration of the Common Agreement, including but not limited to, the application of Article 13.1 of the Common Agreement.
- (b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2 (a) above, may be referred to arbitration under the provisions of the local agreement.
- (c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

### **3. Expedited Arbitrators**

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within thirty (30) calendar days of appointment, on a rotating basis. It is understood that the same arbitrator will not be selected to hear consecutive grievances except by mutual agreement by the parties.

- Kate Young
- Colin Taylor
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available to hear the grievance within thirty (30) calendar days, the local parties shall agree to another arbitrator within thirty (30) calendar days.

### **4. Process**

As the process is intended to be expedited, lawyers shall not be retained to represent either local party. This does not preclude either local party from using staff who may be lawyers.

### **5. Agreed Statement of Facts**

The local parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

### **6. Written Submission**

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

### **7. Procedure**

All presentations shall be short and concise and are to include a comprehensive opening statement. The local parties shall make limited use of authorities during their presentations.

### **8. Mediation**

- a) Prior to rendering a decision, the arbitrator may assist the local parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

## **9. Issuance of Decision**

The decision of the arbitrator is to be completed on the agreed form and mailed to the local parties within three (3) working days of the hearing.

## **10. Status of the Decision**

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding, and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the local parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

## **11. Costs**

- a) The local parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the institution or at the offices of the local union where possible to minimize costs.

## **12. Authority of Arbitrator**

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the *Labour Relations Code*.

**LETTER OF UNDERSTANDING 4**  
**REVIEW OF COLLECTIVE AGREEMENTS**

**Re: Review of Collective Agreements**

1. The Employers and the Union agree to establish a Joint Review Committee (the “Committee”). The terms of reference for the Committee include the following:
  - Examine the potential to develop a standardized agreement by reviewing local collective agreements of parties to this Common Agreement; and
  - Report the Committee’s findings back to the parties’ respective principals.
2. The Committee shall be made up of one representative from each participating Employer and one representative from each participating Union. The Committee shall also include up to two (2) representatives from PSEA and up to two (2) representatives from FPSE.
3. The findings of the Committee will be submitted to the parties’ respective principals for review. For the Employer, the principals include the respective institution Board of Directors and the Post-Secondary Employers’ Association Board of Directors.
4. Leaves of absence and compensation for attendance at meetings by union representatives on the Committee shall be governed by the provisions of the applicable local collective agreement.
5. Both Employers and Unions will bear the cost of their respective representatives’ attendance including travel.
6. The Committee will begin its work after ratification of the last participating Employer and Union, and conclude its work no later than January 1, 2018 at which time this Letter of Understanding will expire.

## **LETTER OF UNDERSTANDING 5**

### **WORKING COMMITTEE ON SECONDARY SCALES**

The Employer and the Union agree to participate in a joint committee (the “Committee”) with a mandate to:

- a) Discuss and better understand the types of work performed by faculty employees on Secondary Scales.
- b) Come to a mutual understanding about:
  - what types of work and which employees may require salary adjustment;
  - what the transition would entail; and
  - what the cost would be.
- c) Develop recommendations based on those understandings.

Definition:

“Secondary Scales is defined as faculty compensation schedules, either limited by caps and bars, or reduction formulas, or schedules outside of the Provincial Salary Scale (including any modification) for work normally done by faculty bargaining unit members, as defined in the local collective agreement. “Secondary Scales” are distinct from “other salary scales,” which are compensation schedules for work or employment classifications within the bargaining unit that are not captured by the definition of Secondary Scales, i.e., not faculty.

Costs for leaves and expenses to be borne by each party.

The Parties will report to their respective principals throughout the process. Recommendations from the work of the Committee, will go to each party’s respective principals (Institution Board and PSEA Board in the case of the Employer, and President’s Council in the case of FPSE).

The work of the Committee will conclude by January 1, 2018 and any recommendations from the Committee may be brought forward by either party in the next round of collective bargaining.

This LOU shall not preclude the local parties from negotiating improvements for faculty employees on Secondary Scales in the current round of local bargaining, provided that the proposals at the local tables are distinct from issues related to Secondary Scales, which are to be discussed at the Committee established by this LOU.

## **Common Agreement Negotiating Committees**

**2014-2019**

### **For the Employers:**

Anita Bleick, Chair, Post-Secondary Employers' Association (PSEA)  
Sandra Rossi, College of New Caledonia  
Sheila McDonald, College of the Rockies  
Chris Rawson, Okanagan College  
Gary Leier, Selkirk College

### **For the Unions:**

Bob Davis, Co-Chair, FPSE  
Leslie Molnar, Co-Chair, FPSE  
Lesley Burke O'Flynn, Spokesperson, FPSE Staff

### **Representatives of Participating Unions**

Judith Hunt, CCFA, FPSE Local 12  
Jan Mastromatteo, FACNC, FPSE Local 3  
Joan Kaun, CORFA, FPSE Local 6  
Chris Maguire, DCFA, FPSE Local 4  
Anne Cumming, NICFA, FPSE Local 16  
Melanie Wilke, AWU/CUPE 2409, FPSE Local 11  
Melissa Munn, OCFA, FPSE Local 9  
Victor Villa, SCFA, FPSE Local 10