**MEMORANDUM OF AGREEMENT**

between

**DOUGLAS COLLEGE**

and

**DOUGLAS COLLEGE FACULTY ASSOCIATION (DCFA)**

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

**AND**

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2025 AND EXPIRING MARCH 31, 2029 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**
   All of the terms of the 2022-2025 Collective Agreement continue except as specifically varied below.

2. **Term of Agreement**
   The term of the new Collective Agreement shall be for forty-eight (48) months from April 1, 2025 to March 31, 2029, both dates inclusive.

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

   Benefit improvements in Article 16 will take place on the first day of the calendar month immediately following the expiry of 30 days after ratification, unless otherwise specified.

4. **Schedule "A"**
   The Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

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

6. **Ratification**

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

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

Signed this ____ day of____2026

BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:

Colin Gibson, Spokesperson

Sherry Chin-Shue

Manuela Costantino

Meg Stainsby

John Nguyen

Samantha Saldanha

Jennifer Shah

Kirsty Setterlund, PSEA

BARGAINING REPRESENTATIVES
FOR THE ASSOCIATION:

Devin Shaw, Spokesperson

Melanie Young

Jasmine Nicholsfigueiredo

Darcy Cutler

Trevor Smith

Rosilyn Teng

Shelley Weisser

Andrea Wong, FPSE

Robin Wylie, FPSE

## Schedule "A"

1. **UN 21/ER 5 TERM OF AGREEMENT**

**1.01 Term of Agreement — Continuation Clause**

The duration of this Agreement shall be from April 1, ~~2022~~ **2025** to March 31, ~~2025~~ **2029**.

*The remainder of the Article unchanged.*

2. **UN 21/ER 13 Salary and Secondary Scales**

*Update salary scales in Article 15.01 and secondary scales in Article 15.09 in the Collective Agreement as follows:*

**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, 202~~2~~**5**, all annual salary scales in the Collective Agreement which were in effect on March 31, 202~~2~~**5** shall **be** ~~have each step~~ increased by ~~$455~~ **3%**. ~~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, 202~~3~~**6**, all salary scales in the Collective Agreement which were in effect on March 31, 202~~3~~**6** shall be increased by ~~6.75%~~ **3%**. 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~~7~~, all salary scales in the Collective Agreement which were in effect on March 31, 2024~~7~~ shall be increased by ~~2%~~ **3%**. The new rates **of pay** shall be rounded to the nearest whole cent or dollar as applicable.

**d. Effective April 01, 2028, all salary scales in the Collective Agreement which were in effect on March 31, 2028 shall be increased by 3%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.** ~~The above salary increases may be adjusted pursuant to Letter of Understanding #14 Re: Cost of Living Adjustment.~~

* The~~se~~ **above** salary increases shall apply retroactively to all faculty members ~~internal to the College~~ **who are members of the bargaining unit** on the date of ratification of ~~the MOA~~ **this Agreement**.

Faculty members who retired on or after April 1, 202~~2~~**5** are eligible to apply to the College for this retroactive pay within twelve (12) weeks of the date of ratification of ~~the MOA~~ **this Agreement**.

Notwithstanding the foregoing, any faculty member who is no longer **a member of the bargaining unit** ~~considered internal to the College~~ but did work for the College between April 1, 202~~2~~**5** 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~~ **this Agreement**.

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

*Instructional note: for inclusion in the MOA but not in the language of the Collective Agreement*

Any faculty members who, before the date of ratification of this Agreement, left the employ of Douglas College and received any form of payment to end their employment are not eligible for retroactive pay.

If another employer in the public post secondary sector with a Federation of Post-Secondary Educators (FPSE) of BC associated faculty association, who is a member of the Post Secondary

Employers' Association (PSEA), reaches a memorandum of agreement/settlement that does not exclude retroactive salary increases for former employees who received any form of payment to end their employment, former Douglas College employees who received payment to end their employment and according to the terms of the Memorandum of Agreement are not entitled to a retroactive salary adjustment, the former Douglas College employees will become eligible for retroactive payments. This clause does not apply to any faculty member who entered into a settlement as part of a resolution to a grievance filed by the Association.

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

**April 1, 202~~2~~5 – March 31, 202~~5~~9 Regular Faculty Salary Scale**

[*insert table here*]

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

**15.09 Secondary Scales (Contract Faculty)**

*Delete tables for April 1, 2022 – March 31, 2023; April 1, 2023 – March 31, 2024; April 1, 2024 – March 31, 2025.*

*Add tables for April 1, 2025 – March 31, 2026; April 1, 2026 – March 31, 2027; April 1, 2027 – March 31, 2028; April 1, 2028 – March 31, 2029, reflecting the 3% per year increases outlined in 15.01.*

*Retain notes following all Contract Faculty tables:*

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

3. **UN 28** **Article 6.08**

*Amend as follows:*

**6.08 Payment for Additional Available Work**

**a. Prior to September 1, 2026:**

~~a.~~ i. 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.~~ ii. 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.

**b. As of September 1, 2026:**

**i. Additional available work assigned to a regular faculty member up to a full-time workload shall be paid at regular rates.**

**ii. Overloads are compensated as per Article 15.08 Overloads.**

**4. UN 30 and UN 31 Articles 9.02 and 9.03**

*9.02.a – e: no change*

*Amend 9.02.f as follows:*

f. PD Funds Allocated on a Faculty FTE Basis

i. A budget of ~~seven hundred seventy-five dollars ($775)~~ **one thousand dollars ($1,000)** for each full-time equivalent (FTE) faculty member, inclusive of ~~R~~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, 20~~23~~**25**, this **budgeted** amount will increase to one thousand **four hundred** dollars ~~($1,000)~~ **($1,400)** for each full-time equivalent (FTE) faculty member.

**Effective October 31, 2027, this budgeted amount will increase to one thousand five hundred dollars ($1,500) for each full-time equivalent (FTE) faculty member.**

*9.02.f.ii – iv: no change*

9.02.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

**(1)** at a minimum, the first ~~two~~ **five** hundred dollars ($~~2~~**5**00) 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**;**

**(2)** the Supplemental Funds awarded per application shall not exceed four thousand dollars ($4,000)**; and**

**(3)** **a faculty member may not receive more than five thousand dollars ($5,000) in total in any period of two (2) consecutive academic years**.

iii. The **College shall contribute $240,000 annually to the** Supplemental PD Fund**.** ~~shall consist of the following annual amounts:~~

~~(1) Year 1 – 1st September 2022: $400,000~~
~~(2) Year 2* – 1st 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 15th September of each year.

vi. The Faculty PD Committee shall accept applications for Supplemental PD Funds as of 1st September each academic year. Funds awarded must be spent prior to the end of the same academic year (i.e., by the following 31st August).

vii. Applications must demonstrate tangible benefits to students. Applications that meet this requirement shall be considered on a first-come, first-served basis while funds last. The Faculty PD Committee shall not rank or otherwise compare applications but shall distribute available funds to eligible projects/activities until the Fund is depleted each year.

viii. It is understood that any technology or non-consumable materials or supplies acquired or created as a result of the use of this Fund remain the exclusive property of the College.

ix. Funds allocated in any given year may not exceed funds available. Any **Supplemental PD funds not allocated by the end of the academic year will be transferred and added to the funding provided under Article 9.03.j Funding Education Leave.** ~~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 – i and k: no change*

j. Funding Education Leave

The College's contributions towards Education Leave are funded ~~by~~ **annually as follows:**

**i.** Article 16, Common Faculty Professional Development Fund, in the 2014 – 2019 Common Agreement**; and**

**ii. Any unallocated Supplemental PD funds transferred under Article 9.02.g.ix**.

5. **UN 33 Article 11.01**

*Amend as follows:*

**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, t~~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~~;~~ **and,**
- **effective September 1, 2026, Commerce and Business Administration,**

**and shall be as follows:**

**i.** One **(1)** section of release time annually (one **(1)** three-credit equivalent section) for each Department/Discipline with **seven (**7.0**)** faculty FTE, or less.

ii. Two (2) sections of release time annually (two (2) three-credit equivalent sections) for each ~~discipline~~ **Department/Discipline** with more than **seven (**7.0**)** faculty FTE, except in those ~~disciplines~~ **Departments/Disciplines** where coordination time is provided. Where coordination time is provided in a ~~discipline~~ **Department/ Discipline** with more than **seven (**7.0**)** faculty FTE, one **(1)** section of Chair release time shall be provided.

**Departments housing more than one (1) discipline or course subject code (e.g.,** Sociology/ Anthropology**)** shall be treated as one **(1)** Department/Discipline **for the purpose of determining time release for the Chair**.

*b – unchanged*

6. **UN 39 Article 16 HEALTH AND WELFARE BENEFITS**

*Amend as follows:*

**16.01 Extended Health Benefits**

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~~ **seven hundred fifty dollars ($750.00)** 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 **fifty-dollar (**$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%~~ **70%** of major treatments such as crowns, bridges and dentures. Effective ~~January~~ **April** 1, 2024**8**, the reimbursement will increase to ~~70~~**80**% 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~~ **three thousand five hundred dollars (**$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.

*[Re: 16.01 Benefits - for inclusion in the MOA but not in the language of the Collective Agreement]*

| **Current Plan** | **Suggested Revisions** |
|---|---|
| Registered Massage Therapist - $500/yr, $25/visit for the first three visits in any calendar year. | Registered Massage Therapist - **$1000**/yr. $**45**/visit for the first three visits |
| Physiotherapist - $500/yr, $25/visit for the first three visits in any calendar year. | Physiotherapist - **$1000**/yr, $**45**/visit for the first three visits |
| Chiropractor - $300/yr, $25/visit for the first three visits in any calendar year. | Chiropractor - **$400**/yr, $**45**/visit for the first three visits |
| Podiatrist - $275/yr, $25/visit for the first three visits in any calendar year. | Podiatrist - $275/yr, $**45**/visit for the first three visits |
| Naturopath - $275 per calendar year, limited to $25 per visit for the first 3 visits in any calendar year. | Naturopath - $275/yr, $**45**/visit for the first three visits |
| Eye Exams - $125/24 months | Eye Exams - **$150**/24 months *[effective April 1, 2028]* |
| Hearing Aids - $1500/3 years | Hearing Aids - **$2000**/3 years *[effective April 1, 2028]* |
| Health Care Spending Account - $400 | Health Care Spending Account - **$600** *[effective April 1, 2028]* |
| **Mental Health – $1500/yr** | **Mental Health - $2500/yr** |
| Age limit on EHB, Dental and HCSA - age 71 | Removal of age limit on EHB, Dental and HCSA |

7. **UN 42/ER 17**

*Amend as follows:*

**LOU 13 – GREEN COMMUTE ALLOWANCE ~~PILOT~~**

Both parties recognize the environmental impacts of single-occupancy vehicles. Regular faculty members may ~~elect~~ **decide** to receive a Green Commute Allowance in lieu of the parking privileges listed in Article 8.09 **of this Agreement**. 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 **is** ~~will be~~ $~~200~~ **$400** 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. **The window to opt in or out of the Green Commute Allowance is from August 1 – 31 each year, with the decision taking effect in the Fall semester of the new academic year.** ~~Regular faculty members will make an election at the start of each academic year, no later than 1st September, if they wish to access this allowance. For the 2023- 2024 academic year, regular faculty members will have 30 days from the date of ratification to make this election.~~

d. **Regular faculty members who opt to receive the Green Commute Allowance instead of the parking privileges provided under Article 8.09 will continue to receive the Allowance unless they opt out during another annual window.**

**e.** New regular faculty members will make **a decision** ~~an election~~ at the time of hire, with their ~~election~~ **decision** 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.~~

8. **UN 44/ER 18**

*Add:*

**LOU 14 – HIRING OF PROBATIONARY REGULAR FACULTY FOR MATERNITY, PARENTAL AND ADOPTION LEAVE REPLACEMENTS**

**Given that maternity, parental and adoption leaves under Article 17.04 Parental Leaves may not align with educational planning and academic year cycles, the College and the Association agree to adjust the processes and principles for assigning available work and evaluating probationary regular faculty members hired as a result of these leaves.**

**This LOU is intended to identify processes and capture variances to Collective Agreement language in support of flexibility. It expires with the expiration of the term of this 2025 – 2029 Agreement but may be renewed by mutual agreement of the parties.**

1. **Notwithstanding Articles 1.03.p Regular Positions and 6.01 Identifying Available Work, temporary work that becomes available due to maternity, parental or adoption leave of between twelve (12) and twenty-four (24) months' duration may be offered as regular work for the duration of the leave provided that the resulting appointment does not result in reduced workload being offered to regular faculty members with more seniority or fall below half-time during any full month of the leave period.**

2. **Job postings for work available due to maternity, parental or adoption leave longer than twelve (12) months will clearly indicate that the work is expected to be of a temporary nature.**

3. **Appointments within the Academic Division shall start at the beginning of a semester. Outside the Academic Division, appointments shall start in accordance with the needs of the DDP.**

4. **While an appointment made under this LOU arises due to a leave, it is understood that the work assigned to the person hired as a result of the leave may comprise work that differs in amount or type from the work that would otherwise have been assigned to the faculty member on leave, in accordance with workload allocation principles outlined in Article 6.01 Identifying Available Work.**

5. **Work is offered to probationary regular faculty members on a yearly basis, subject to work available and to QTT, as outlined in appointment letters issued prior to the onset of each year or portion thereof. Under this LOU,**

    i. **A year-one appointment letter will identify the expected duration of the temporary work and the workload of the first continuous twelve (12) month period.**
    ii. **A year-two appointment letter will be provided not later than thirty (30) days prior to the end of year one or ninety (90) days prior to the expected end of the temporary work, whichever is sooner.**
    iii. **The year-two appointment letter will also contain Notice of Layoff under Article 13.03 Layoff and Recall, and will indicate the following:**

        a. **the expected duration of the remainder of the temporary work, inclusive of PD and vacation time;**
        b. **the appointment end-date, which will also be the effective date of layoff;**

c. **the workload available, which at a minimum must be half-time and available for a continuous period of at least one (1) month; and**

d. **whether a year-two probationary evaluation will be completed or suspended, as determined by the Responsible Administrator after consultation with the probationary regular faculty member and the Selection Committee, and, where the process is suspended, state that Article 5.10.e will not apply.**

6. **Where the position occupied by a faculty member hired under this LOU becomes unnecessary prior to the completion of the expected appointment period, Article 13.03 Layoff and Recall shall apply.**

7. **Year one of the probationary regular faculty evaluation process outlined in Article 5.10 Probationary Regular Faculty Evaluation will correspond with the year-one appointment period.**

8. **If a faculty member hired under this LOU is assigned work to be performed after the end-date identified in the year-two appointment letter, they will remain regular if their combined year-two workload meets the definition in Article 1.03.p Regular Positions.**

9. **ER 7 Article 5.05.a.iii(5)**

*Add the following sentence at the end of the first paragraph of 5.05.a.iii(5):*

**As of September 1, 2026, if the faculty member applies and is rejected for regular status because they do not meet the qualifications and criteria established by the Selection Committee, they shall also lose all rights of first refusal.**

10. **ER 12/UN 35 – Article 13.03 Layoff and Recall**

*Amend as follows:*

**1.03 Definitions**

n. Recall

Faculty members who have been **laid off** ~~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 **layoff** ~~termination~~. Such recall rights apply to a regular faculty member position in a ~~specific~~ DDP for which the **laid-off** ~~terminated~~ faculty member is qualified as defined in Article 1.03.m.

**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
**RLOF = Regular laid-off with recall rights**
CONT = Contract
CRFR = Contract with right of first refusal
CREG = Contract with regular status

...

*The remainder of Article 7.08 unchanged*

*Amend 13.03 as follows:*

**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~~ **Fewer** 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 **regular** 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.~~ **The affected faculty member(s) shall be notified in writing three (3) 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. The Association will also receive a copy of the layoff notice.**

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 **S**~~s~~ervice.

iv. ~~Recall~~ **Layoff-Related Rights**

(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) Right to Claim Contract Work**

**Laid-off 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 regular faculty members with recall rights in reverse order of layoff, in accordance with Article 6.07.**

**(3) Eligibility for Recall**

**(a) If there is a vacancy for a regular position in a DDP, the College shall offer reappointment to those regular faculty members who have been laid off under Article 13.03 and who are qualified for the position. Such offers of reappointment shall be made in the reverse order of layoff in the DDP and shall be limited to two (2) years from the date of layoff.**

**(b) To remain eligible for reappointment under this provision, the laid-off faculty member must keep Human Resources informed of the email address, mailing address and telephone number at which they can be contacted, promptly report any changes, and accept or reject notice of recall from the College within twenty-one (21) days of receipt of notice.**

~~(2) Exercise of Recall Rights~~

~~(a)~~ **(4)** Obtaining a Qualified-to-Teach Approval

**(a)** ~~Where a~~ **A** faculty member ~~is laid off,~~ **who has received notice of layoff** 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.

**(b)** 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 **for a QTT approval as per Article 5.07.c**. A **faculty** member has the right to request that a representative of the Association be present during interviews arising out of this provision.

**(c)** The faculty member will be advised, in writing, and as soon as possible following the interview, of the results of the **QTT** ~~qualified to teach~~ interview.

~~(b)~~ **(5)** Interviews

**(a)** 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.

**(b)** Applications of internal candidates will be considered prior to consideration of external candidates.

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

**(d)** Internal candidates who meet the criteria for selection will be awarded the position.

**(e)** Internal candidates who are ~~recalled to~~ **awarded a regular position in** a new DDP shall be required to fulfill ~~a one (1) year~~ probation~~ary period~~ **as follows:**

**(i) a two (2) year probationary period for probationary faculty members; and**

**(ii) a one (1) year probationary period for post-probationary faculty members.**

If no evaluation takes place **under (i) or (ii) above**, the candidates will be considered to have successfully passed probation.

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

**v. Employment Conditions and Status Upon Recall**

**(1) If a faculty member has been recalled, their (new) date of appointment will be the date of their first contract for the purposes of Article 13.03.b.vii(3) Severance.**

**(2) A faculty member who is recalled to a regular position shall be placed on scale in accordance with their pre-layoff step, as applied to the salary scale in effect at the time of recall.**

~~(c) Credit of Seniority toward Probationary Period~~

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

~~(d) Maintenance of Post-Probationary Status~~

**(4)** Where the **laid-off** faculty member ~~has~~ **had** completed their probationary period **prior to layoff**, they shall be a post-probationary regular ~~employee~~ **faculty member** when recalled.

~~(3)~~ **vi.** ~~Loss~~ **Refusal** of Recall ~~Rights~~

A ~~probationary~~ faculty member who refuses recall **to a regular position** shall **be deemed to have resigned from the College and will** lose all recall rights and **seniority** ~~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 **by a regular faculty member with recall rights** will not **be considered a refusal of** ~~result in a loss of~~ recall ~~rights~~.

~~(4) Loss of Seniority~~

**vii. Expiry of Recall Rights**

**Where a laid-off faculty member has not been recalled to a regular position by the end of their two-year recall period, their recall rights expire.** ~~As per Article 5.05.b.iii, if recall is refused or if~~ **If** the faculty member ~~does~~ **has** not work**ed** 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**~~ **parental**, and/or adoption leave, then the faculty member loses all

accumulated FTE **S**service in the DDP **and, unless they are accruing DDP FTE Service in another DDP, their employment will be terminated**.

**viii. Benefits during the Recall Period**

**A faculty member on recall may purchase benefits in advance at their own expense, from the College, for the two (2) year recall period, with the exception of the Short-Term Disability and Long-Term Disability Plans.**

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

~~For~~ **This provision applies to** a **regular** 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**.**

**i. Reasons for Layoff**

**Regular faculty members may be laid off when their 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**. For such a faculty member,** a state of obsolescence/redundancy may be deemed to exist and Article~~s~~ 13.03.b ~~and 13.03.c~~ shall apply.

~~i.~~ **ii.** 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.~~ **iii.** 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.~~ **iv.** Seniority By-Pass

(1) Where a faculty member in a DDP has been identified under Article 13.03.b.iii 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.iii shall not apply to the faculty member identified and the process set out in Article 13.03.b.~~iii~~**iv** shall apply.

(2) In the event Article 13.03.b.~~iii~~**iv** 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~~**iv** (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 **position** ~~workload of half time or greater~~ as defined in Article 1.03.~~o~~**p**.

(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.~~ **v.** 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~~ **or** the Association as to whether a faculty member is or is not qualified to instruct the remaining courses or perform the remaining services in the 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~~v(2) to arbitration, the parties will attempt to expedite the arbitration proceeding within the notice period provided the affected faculty member.

~~v.~~ **vi. 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.**

**vii. Layoff-Related Rights**

**(1)** Reassignment

~~(1)~~ **(a)** Process for Reassignment

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

~~(2)~~ **(b)** 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)~~ **(c)** Criteria for Reassignment

For the purposes of Article 13.03.b.v**ii(1)**, a position will be deemed to exist if there ~~was~~ **is**,

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

**(4)** **(d)** 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 takes place, the faculty member will be considered to have passed probation successfully.

~~c.~~ **(2)** 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.~~ **(3)** Severance

~~(1)~~ **(a)** 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**ii(1)**, 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)~~ **(b)** Refusal of Reassignment

Where a faculty member is eligible to be reassigned in accordance with Article 13.03. b.v**ii(1)** 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)~~ **(c)** 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)~~**b.vii(3)** 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.~~ **(4)** ~~Recall~~ ~~(1)~~ Two (2) Year Recall Rights

~~A~~ **The laid off** 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~~ **assignments** for which the faculty member is qualified ~~to teach,~~ subject to the work assignment sequence set out in Article 6.

**(5) Right to Claim Contract Work**

**Laid-off 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 regular faculty members with recall rights in reverse order of layoff, in accordance with Article 6.07.**

~~(2)~~ **(6)** Eligibility **for Recall**

**(a)** 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.

**(b)** To remain eligible for reappointment under this provision, the laid-off faculty member must keep Human Resources informed of ~~their~~ **the email address,** mailing address and telephone number **at which they can be contacted**, promptly report any changes, and accept or reject notice of recall from the College within ~~thirty (30)~~ **twenty-one (21)** days of receipt of notice.

~~(3) Exercise of Recall Rights~~

~~(a)~~ **(7)** Obtaining a Qualified-to-Teach Approval

**(a)** ~~Where a~~ **A** faculty member ~~is laid off, they~~ **who has received notice of layoff** 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.

**(b)** 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 **for a QTT approval as per Article 5.07.c**. A faculty member has the right to request that a representative of the Association be present during interviews arising out of this provision.

**(c)** The faculty member will be advised, in writing, and as soon as possible following the interview, of the results of the ~~qualified-to-teach~~ **QTT** interview.

~~(b)~~ **(8)** Interviews

**(a)** 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.

**(b)** Applications of internal candidates will be considered prior to consideration of external candidates.

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

**(d)** Internal candidates who meet the criteria for selection will be awarded the position.

**(e)** Internal candidates who **are awarded a regular position in** ~~have been recalled to~~ a new DDP ~~will~~ **shall be required to** fulfill a one (1) year probationary period. If no evaluation takes place, candidates will be considered to have successfully passed probation.

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

~~(4)~~ **viii.** Employment Conditions **and Status** Upon Recall

**(1)** 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.~~**b.vii(3) Severance**.

**(2)** ~~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.~~ **A faculty member who is recalled to a regular position shall be placed on scale in accordance with their pre-layoff step, as applied to the salary scale in effect at the time of recall.**

~~(5)~~ **ix.** Refusal of Recall

A faculty member who ~~rejects a~~ **refuses** 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~~ **a** regular faculty member~~s~~ with recall rights will not be considered a refusal of recall ~~for the purposes of Article 13.03.c.ii(5)~~.

**x. Expiry of Recall Rights**

**Where a laid-off faculty member has not been recalled to a regular position by the end of their two-year recall period, their recall rights expire. If the faculty member has not worked in the DDP as a faculty member for a period of two (2) years, except where they are on a pre-approved leave inclusive of maternity, parental, and/or adoption leave, then the faculty member loses all accumulated FTE Service in the DDP and, unless they are accruing DDP FTE Service in another DDP, their employment will be terminated.**

~~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.~~ **xi.** Benefits **during the Recall Period**

**A f**~~F~~aculty member~~s~~ on recall may purchase benefits in advance at their own expense, from the College, for the two **(2)** year recall period, with the exception of the Short-Term Disability and Long-Term Disability Plans.

11. **Year 1 Supplemental Allocation Funding**

*For inclusion in the MOA but not in the language of the Collective Agreement:*

Following ratification of this MOA and on a one-time only basis, the College shall add $42,000 to 9.02.f for the 2026 – 27 academic year.

## Tentative Agreement

## Between Douglas College and the DCFA

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

*ER response to UN 33*

**LOU #XX WORKING GROUP ON CHAIR AND COORDINATOR WORK**

**The parties agree on a without prejudice basis to create a joint Douglas College-DCFA Committee to review and discuss the potential for establishing elected Chair positions in Departments/Disciplines within the Faculties of Applied Community Studies and/or Health Sciences, in a manner that does not result in additional cost to the College.**

**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 provide a report and make recommendations to the parties. 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 March 31, 2028, at which time this Letter of Understanding will expire.**

**Nothing in this Letter of Understanding shall affect the rights of the College or the DCFA under the Collective Agreement.**

**Schedule "B" –** Represents all green sheets that have been tentatively agreed to by both parties to date.

| Description | Date Signed |
|---|---|
| Include title with article number throughout CA | January 20, 2026 |
| Clarify "half time work" in various articles | March 6, 2026 |
| Addition of 'Responsible' Administrator | November 17, 2026 |
| Article 1.03 – Definitions | March 6, 2026 |
| Article 4.01 – Grievance Procedure | November 13, 2025 |
| Article 5.01 – Selection Committees | October 22, 2025 |
| Article 5.04 – Responsibilities of the Selection Committee | January 13, 2025 |
| Article 5.05 – Hiring Procedure | November 13, 2025 |
| Article 5.05.b.ii – Selection of New Contract Faculty, and Article 5.05.b.iii – Loss of Seniority/Right of First Refusal | March 13, 2026 |
| Article 6.07 – Offering Additional Available Work | November 13, 2025 |
| Article 10.01 – Employee Records | March 4, 2026 |
| Article 10.02 – Anonymous Information | March 4, 2026 |
| Article 10.04 – Harassment Complaints and Investigations | October 22, 2025 |
| Article 10.05 – Student Concerns and Complaints Regarding Faculty Members | November 27, 2025 |
| Article 11.01 – Election of Chairs | November 13, 2025 |
| Article 11.02 – Selection of Coordinators | November 13, 2025 |
| Article 11.05 – Administrators Right to Instruct | October 22, 2025 |
| Article 11.06 – Administrators Moving Into Faculty Positions | November 17, 2025 |
| Article 11.08 – Dean/Associate Dean Positions | November 13, 2025 |
| Article 15.06 – Advancement on the Salary Scale | October 22, 2025 |
| Article 15.10 – Other Compensation | October 22, 2025 |
| Article 17.07 – General Leave, Unpaid | October 22, 2025 |
| Article 17.10 – Political Leave | November 13, 2025 |
| Appendix A: THE STIPEND | October 22, 2025 |
| LOU 1 – RETIREMENT INCENTIVES | March 4, 2026 |
| LOU 2 – FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS | October 22, 2025 |
| LOU 3 – DISTRIBUTED LEARNING | October 22, 2025 |
| LOU 4 – OBTAINING COPYRIGHT CLEARANCE | October 22, 2025 |
| LOU 5 – INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS | December 4, 2025 |
| LOU 6 – SELF-FUNDED ACTIVITY | November 13, 2025 |
| LOU 7 – FUNDING FOR SALARY STIPEND | December 4, 2025 |
| LOU 8 – LIST OF ARBITRATORS | November 13, 2025 |
| LOU 9 – DDP REALIGNMENTS | October 22, 2025 |
| LOU 10 – FIELD SCHOOLS | October 22, 2025 |
| LOU 11 – EQUITY FUNDS: 2001 LOCAL NEGOTIATIONS | December 4, 2025 |
| LOU 12 – MEDICAL SERVICES PLAN OF BC | October 22, 2025 |
| LOU 14 – COST OF LIVING ADJUSTMENT | March 4, 2026 |
| LOU 15 – INTERDISCIPLINARY SENIORITY | March 4, 2026 |
| LOU (new) - Working Group on Faculty Outside the Academic Division | December 4, 2025 |

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Employer Proposal #4**

**9.03 Education Leave**

9.03.h ii Salary Adjustments, Benefits and Accrual of Seniority on Education Leave

(3) Time spent on Education Leave shall count as full-time equivalent (FTE) service for the purposes of Article 13.03 **Layoff and Recall**.

9.03.i.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 **Layoff and Recall**.

**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 **Probation for Regular Faculty** for all instructional activities.

**13.03 Layoff and Recall**

13.03.c.ii Recall

(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.~~ **Severance.**

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.

**17.04 Parental Leaves**

17.04.g.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 **Measurement of Seniority language in** Article 7.03.a.

**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 **Sick Leave**.

**17.10 Political Leave**

17.10.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 **General Leave, Unpaid**.

**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 **Layoff and Recall**.

MOA Initials

ER: _____

UN: _____

**LOU #2 FACULTY WORKING IN JOINT INTERNATIONAL (CREDIT) PROJECTS (NOT IN EXCESS OF 6 MONTHS' DURATION)**

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

**LOU #9 DDP REALIGNMENTS**

...

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.

...

Agreed to:

On behalf of Douglas College

Date: January 20, 2026

Time: 1pm

On behalf of the DCFA

MOA Initials

ER: _____

UN: _____

# Tentative Agreement
# Between Douglas College and the DCFA

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

*Employer response to UN proposal #22*

**1.03 Definitions**

...

~~k. Part-time Work~~

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

...

o. Regular Half-Time Work

The term **regular** half-time work ~~shall~~ means sufficient available work to employ a faculty member for ~~a minimum of~~ two (2) three-credit sections or the equivalent **(0.25 FTE)**~~, for~~ **in each of** 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**, as follows:**~~.~~

**i. Full-time: eight (8) three-credit sections or the equivalent (1.0 FTE) in an academic year.**

**ii. Part-time: less than full-time and at least four (4) three-credit sections or the equivalent (0.50 FTE) in an academic year.**

**Any regular position requires a workload of at least two (2) three-credit sections or the equivalent (0.25 FTE), in each of two (2) out of three (3) semesters in an academic year.**

~~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.~~ **tba** **Contract Faculty with** 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.

*Renumber as appropriate (order of current "q" will change)*

**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~~ **with** leave of absence without loss of pay for one (1) of its members ~~in~~ **for one (1) three-credit section or the equivalent (0.125 FTE) in each of** two (2) semesters **in an academic** ~~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~~ **four (4) three-credit sections or the equivalent (0.50 FTE) in an academic year** for any one (1) individual is subject to the College's educational requirements, approval shall not be unreasonably withheld.

*The remainder of this article is unchanged.*

**5.05 Hiring Procedure**

...

a. ii. Internal Selections for Regular Faculty from Contract Faculty



MOA Initials

ER: _____

UN: _____

(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 **regular** ~~work of~~ half-time **work** 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.

...

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. **The College will provide the contract faculty member with written notice of the date they will reach the threshold of two (2) years' DDP FTE Service to inform them that they are eligible to apply for regular status.**

...

(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 **within six (6) months of the end of the semester in which they become eligible to do so**, or who rejects a regular appointment, or **who** ~~applies and~~ is rejected for regular status because they do not meet the qualifications and criteria



MOA Initials

ER: _____

UN: _____

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.

**This provision shall be interpreted and applied in accordance with Letter of Understanding TBD Interpretation of Article 5.05.a.iii(5).**

*The remainder of this article is unchanged.*

** It is understood and agreed that the College's proposal in ER#7 to add "and shall lose all rights of first refusal" at the end of the first paragraph of 5.05.a.iii(5) remains outstanding.*

**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 **regular** half-time **work** or more, and offer it to qualified faculty members in the following priority sequence, subject to scheduling requirements:

...

*Rest of article remains unchanged*

**6.09 Workload Reduction**

...

iv. Temporary Workload Reduction



MOA Initials

ER: _____

UN: _____

**A regular post-probationary full-time faculty member may apply for a temporary workload reduction. The resulting workload must conform with the definition of a regular part-time position as per Article 1.03.p.ii.** ~~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~~. **The resulting workload must conform with the definition of a regular part-time position as per Article 1.03.p.ii unless the faculty member is planning to retire in the following academic year and exercising their rights under Article 6.07.e.**

*The remainder of this article is unchanged.*

**8.08 Office Space**

a. All faculty members teaching **four (4) three-credit sections or the equivalent (0.50 FTE)** ~~one-half time~~ or more **in an academic year** shall be provided with office space on the campus where the majority of their courses are taught.

*The remainder of this article is unchanged.*

**11.04 Governance Releases**

A faculty member elected to the position of Education Council Chair shall be entitled to four (4) **three-credit** sections **or the equivalent (0.50 FTE)** ~~(one-half time)~~ of release time ~~for~~ **in** each complete year of office. Such entitlement shall be prorated for partial year of office.



MOA Initials

ER: _____

UN: _____

**13.03 Layoff and Recall**

*The following instances of the phrase "half-time" shall be amended as follows:*

**13.03.a**

i. Reasons for Layoff

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

[...]

3. continue as **a** regular faculty member ~~at half-time or more workload~~ during [...]

**13.03.b**

iii. Seniority By-Pass

(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 **regular half-time work or more** ~~to perform a regular workload of half time or greater~~ as defined in Article 1.03.o.

*Changes to be incorporated into ER #12 on Article 13.03*



MOA Initials

ER: _____

UN: _____

**LOU #TBD**

**Contract Faculty Members with Two (2) DDP FTE or More at Ratification**

**All contract faculty members who, as of the date of ratification of this Agreement, have**

**a) accumulated two (2) years' DDP FTE service or more and**

**b) have not previously applied for regular status**

**will have six (6) months from the date of the written notice described below to apply for regular status before their respective workloads are subject to the limitations described in Article 5.05.a.iii(5).**

**Following ratification of this Agreement, the College shall provide written notice to the above-noted contract faculty members (with a copy to the Association) of the six (6) month period in which they may apply for regular status.**

*Finally, after ratification, do a housekeeping review of instances of more/less and more/fewer.*



MOA Initials

ER: _____

UN: _____

**LOU #TBD**
**Interpretation of Article 5.05.a.iii(5):**
**Contract Faculty Members Limited to Less than Half-time Work**

Consistent with the binding interpretation issued by James E. Dorsey on July 29th, 2025, the parties agree as follows:

1. The definition of "contract faculty" in Article 1.03.e.i applies to the interpretation, application and operation of Article 5.05.a.iii(5).
2. The definition of "regular half-time work" in Article 1.03.o does not apply to contract faculty in the interpretation, application and operation of Article 5.05.a.iii(5). Otherwise, this binding interpretation does not affect the application and interpretation of "regular half-time work" in any other provision of the Collective Agreement.
3. The words "shall be limited to less than half-time work" in Article 5.05.a.iii(5) shall be interpreted to require both of the following conditions:
   a. Fewer than four (4) 3-credit sections or the equivalent (0.50 FTE), calculated on a per academic year basis ("Annual Limit"); and
   b. Fewer than or equal to two (2) three-credit sections or the equivalent (0.25 FTE) in any given semester within an academic year ("Semester Limit").
4. For clarity, under the interpretation set out in paragraph 3 above, contract faculty subject to the "less than half-time work" limitation in Article 5.05.a.iii(5) cannot work two (2) three-credit sections or the equivalent in more than one semester in an academic year as defined in Article 1.03.a.
5. For further clarity, the interpretation set out in paragraph 3 is not intended to interfere with the application of the exception language in Article 5.05.a.iii(5) requiring a recommendation of the Selection Committee and approval of the Association.
6. During the academic year in which the "less than half-time work" limitation in Article 5.05.a.iii(5) is triggered, the interpretation set out in paragraph 3 will apply for the remaining semesters in that academic year. The determination of the faculty member's assigned work under this limitation will include contracted work which had already been offered by the College and accepted by the faculty member. In circumstances where such contracted work exceeds the Semester Limit in the next semester, the



MOA Initials

ER: _____

UN: _____

College will honour the contracted work; however, if the Annual Limit has also been exceeded by such contracted work, the faculty member will not be offered any work for the remaining semesters in the academic year.

The principles outlined above will be applied as provided below:

a. When a faculty member fails to regularize in the Fall semester, their workload assignments for the Winter and Summer semesters of that academic year will not exceed the limits outlined in Scenario A or B:

   i. Scenario A:

   Where the faculty member has not yet been contracted to work in the Winter semester of that academic year, or any already-contracted work in Winter does not exceed the Semester Limit,

   - fewer than four (4) three-credit sections or the equivalent combined workload for both Winter and Summer semesters; and
   - a maximum of two (2) three-credit sections or the equivalent in either semester.

   ii. Scenario B:

   Where the faculty member has already been contracted to work in the Winter semester and the Winter workload is in excess of the Semester Limit,

   - no additional work for the Winter semester; and
   - work for the Summer semester only where the combined total work assigned for Winter and Summer does not exceed the Annual Limit.

b. When a faculty member fails to regularize in the Winter semester, their workload assignment for the Summer semester of that academic year will not exceed the limits outlined in Scenario C or D:

   i. Scenario C:

   Where the faculty member has not yet been contracted to work in the Summer semester of that academic year, or any already-contracted work in Summer does not exceed the Semester Limit,

   - a maximum of two (2) three-credit sections or the equivalent in Summer



MOA Initials

ER: _____

UN: _____

semester.

ii. Scenario D:

Where the faculty member has already been contracted to work in the Summer semester and the workload is in excess of the Semester Limit,

- no additional work for Summer semester.

c. When a faculty member fails to regularize in the Summer semester, whether or not they have been contracted to work in the Fall semester at the time they are informed of their failed regularization attempt, their workload assignments for the upcoming academic year will be as set out in paragraph 3 above.

i. Scenario E:

Where the faculty member has already been contracted to work in the Fall semester and the workload is in excess of the Semester Limit, the College will honour this contracted work. If this work exceeds the Annual Limit, the faculty member will not be offered any work for the remaining semesters in the academic year.

7. Nothing referred to in paragraph 6 above will interfere with the ability to terminate or rescind a contract pursuant to Article 5.06.d.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: march 6 2026

Time: _____



MOA Initials

ER: _____

UN: _____

Docusign Envelope ID: 60C3918E-5C44-44E2-BD33-6D7EDD2077D2

**Tentative Agreement**

**Between Douglas College and the DCFA**

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

4.01.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~~ **Responsible A**~~a~~dministrator 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.

5.05.b Selection of Contract Faculty Members

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~~ **Responsible A**~~a~~dministrator.

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

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~~ **one (1) Responsible A**~~a~~dministrator chosen by the College or designate.

MOA Initials

ER: _____

UN: _____

Docusign Envelope ID: 60C3918E-5C44-44E2-BD33-6D7EDD2077D2



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 **(1)** **Responsible A**~~a~~dministrator chosen by the College or designate.

*Preamble paragraph, i., ii., v. – unchanged*

**6.07 Offering Additional Available Work**

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 **Responsible** Administrator in writing of their willingness to accept additional work.

*a, b, c, e – no change*

**9.01 College-Wide Professional Development**

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) **Responsible A**~~a~~dministrators, 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.

*a, b, d – no change*

9.03.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,~~ **two (2) Responsible Administrators, and** ~~one (1) of whom will be~~ the Vice President Academic and Provost as a non-voting member. All other committee members are voting members.

*Remaining paragraphs – unchanged*

Docusign Envelope ID: 60C3918E-5C44-44E2-BD33-6D7EDD2077D2



**11.01 Election of Chairs**

b.ix When a vacancy is unable to be filled by the above process, it is understood that the **Responsible Administrator** ~~Dean/Associate Dean/Director~~ will assume the duties normally performed by the Chair.

**11.02 Selection of Coordinators**

a. Internal Selection

The Selection Committee shall establish the qualifications and criteria for the Coordinator. The Selection Committee may recommend to the **Responsible Administrator** ~~Dean/Director~~ that only internal candidates will be considered. Internal candidates must have two (2) years of FTE service. Should the **Responsible Administrator** ~~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 **Responsible Administrator** ~~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 **Responsible Administrator** ~~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 **Responsible Administrator** ~~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, d, e, f – no change*

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11.07.a.vi Selection Advisory Committee Functions

(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 A~~administrator will put in writing the reasons for impasse and their decision.

*Remainder of 11.07 – unchanged*

13.03.b.v(2) Decision of **Responsible** Administrator

*Change to heading only*

**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 **Responsible** Administrator ~~responsible~~.

*Remainder of 17.07 – unchanged*

**LOU #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 **Responsible Administrator** ~~Dean/Director~~.

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2. The **Responsible Administrator** ~~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 **Responsible Administrator** ~~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 **Responsible Administrator** ~~Dean/Director~~ to the College Bookstore as proof of copyright.

*4, 5 – unchanged*

**LOU #9 DDP REALIGNMENTS**

*Final paragraph*

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

Agreed to:

| On behalf of Douglas College | On behalf of the DCFA |
| --- | --- |
| Colin Gibson | |

Date:

Time:

# Tentative Agreement

## Between Douglas College and the DCFA

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

**In response to the document provided by the DCFA to Douglas College on Jan 15, 2026 RE Article 4.06**

**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~~iv 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 Article13.03.b.iv or Article 13.03.~~c.i(1)~~**b.v**;

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: January 20, 2026

Time: 1pm

MOA Initials

ER: _____

UN: _____

## Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #2 – 5.01.b: Selection Committees: Composition and Structure**

*Amend 5.01.b as follows:*

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 remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

## Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #3 – 5.01.d.i: Selection Committees: Bias or Conflict of Interest**

*Amend 5.01.d.i as follows:*

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 **in writing an** ~~**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.

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: oct 22 2025

Time: 11:12 am

MOA Initials

ER: _____

UN: _____

Douglas College Counter Proposal

Date: 1/13/26
Time:

**Tentative Agreement**

**Between Douglas College and the DCFA**

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

**Union Proposal #4 – multiple articles**

**5.04 Responsibilities of the Selection Committee**

....

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 **qualifications and** criteria described in ~~the above clause~~ **5.04.b.ii.**

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 **qualifications and** criteria. When necessary, the process as specified above shall recommence.

...

**5.05 Hiring Procedure**

a. Selections for Regular Faculty

ii. Internal Selections for Regular Faculty from Contract Faculty

...

(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 **and/or criteria** that must be met.

If the qualifications and**/or** 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.

...

**11.07a.vi. Selection Advisory Committee Functions**

(12) Where an internal candidate is not recommended, the Committee will state which qualifications and**/or** criteria were not met and provide rationale.

...

**11.08.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 **qualifications and** criteria for selection for a regular faculty position as well as the **qualifications and** criteria for selection for a Dean/Associate Dean position.

...

**LOU #1**

1. Qualification/Criteria

...

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~~ **allocation** criteria (other than the qualifications set out in paragraph (a), above) in order to give effect to this paragraph.

**Article 13.03**

*References to "selection criteria" in the provisions concerning "Obtaining a Qualified-to-Teach Approval" shall be amended to "selection qualifications and criteria."*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: January 13, 2026

Time:

**Tentative Agreement**
**Between Douglas College and the DCFA**

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

**Union Proposal #24 and Employer Proposal 8**

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

*Amend as follows:*

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.

**If a contract faculty member declines work offered within seven (7) calendar days of the first day of a semester, this shall not be considered a refusal of work for the purpose of this clause.**

*The remainder of this article is unchanged.*

**Employer Proposal #8**

5.05.b.ii Selection of New Contract Faculty

*Delete (5):*

~~(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.~~

*Renumber rest of article*

Agreed to:

On behalf of Douglas College

_____

Date: March 13 2026

Time: _____

On behalf of the DCFA

_____

MOA Initials

ER: _____

UN: _____

Docusign Envelope ID: FDE1FAD3-800E-4F39-AED5-A68344307325

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #6 – 6.07.c**

*Amend 6.07.c as follows:*

6.07 Offering Additional Available Work

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. **An Association representative shall be present at the draw.** 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.

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

Colin Gibson

On behalf of the DCFA

Date:

Time:

MOA Initials

ER: _____

UN: _____

# Tentative Agreement

## Between Douglas College and the DCFA

Effective the date of ratification, the Employer and the Union agree to amend Article 10.01 and 10.02 as follows:

*Union Proposal #32*

**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~~ **A faculty member's** employee file shall **not** 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. Where an investigation into a formal complaint against a faculty member is conducted, any resulting investigation report will be retained securely in the Human Resources department only, and will be protected from unauthorized use, disclosure or disposal.**

**e.** 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.

**f.** 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 **and destroyed**.

**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 **and the law**.

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) **and the Association in writing that the documents have been destroyed**.

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 **them** ~~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.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: March 6, 2026

Time:

MOA Initials

ER: _____

UN: _____

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #7 – 10.04.d: Harassment Complaints and Investigations**
*Amend 10.04.d as follows:*

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**~~ **stage**.

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

**Tentative Agreement**
**Between Douglas College and the DCFA**

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

**Article 10.05: Student Concerns and Complaints**

b. Procedures

i. **Informal Steps ~~Resolution~~**

..

(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,~~ **Before proceeding further,** 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) The Responsible Administrator will seek to resolve the student's concern/complaint informally.**

**(9) Unless otherwise mutually agreed, discussions in these informal meetings involve only the student, faculty member and/or Responsible Administrator, and are without prejudice and confidential.**

~~(8)~~ (**10**) If the Responsible Administrator determines that the concern/complaint raised by the student has no merit, the matter will be dismissed.

~~(9)~~ (**11**) 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)~~ (**12**) 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.

*Rest of article remains unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: November 27, 2025

Time: 11 am

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Employer Proposal #3 – 11.05: Administrators Right to Instruct**

*Amend 11.05 as follows:*

**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.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

Docusign Envelope ID: 60C3918E-5C44-44E2-BD33-6D7EDD2077D2

# Tentative Agreement
# Between Douglas College and the DCFA

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

*ER response to UN #34*

1. *Amend 11.06 as follows:*

   Administrators may, at their or the College's request **and after consultation with the appropriate Selection Committee**, transfer to a **regular faculty** ~~**teaching**~~ position in their field of expertise ~~**at any time if a vacancy exists, and** after consultation with the appropriate Selection Committee,~~ **when additional available work exists after work has been offered as per Article 6.07.a.i and 6.07.a.ii.** ~~**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.

   **This article does not preclude a Dean/Associate Dean from returning or being appointed to a regular faculty position prior to, or at the conclusion of, their first five (5) year term as per Articles 11.08.e.ii through 11.08.e.iv.**

*The remainder of the article is unchanged.*

2. *Amend 11.08.e.ii as follows:*

   ii. ~~**For Deans/Associate Deans appointed after the ratification of this agreement,**~~ ~~**a**~~ **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 ~~**C**~~**cause** shall be dismissed from the College and shall have no right to return or transfer to the bargaining unit.

*The remainder of the article is unchanged.*

Agreed to:

| On behalf of Douglas College | On behalf of the DCFA |
|---|---|
| Colin Gibson | |

Date:

Time:

## Tentative Agreement

## Between Douglas College and the DCFA

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

### Union Proposal #12 – 15.06: Advancement on the Salary Scale

*Amend 15.06 as follows:*

### 15.06 Advancement on the Salary Scale

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

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #13 – 15.10.b: Challenge Exams/Assessments**

*Amend 15.10.b.ii as follows:*

**15.10 Other Compensation**

...

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)

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11.12 am

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #14 – 15.10.c: Co-operative Education**

*Amend 15.10.c.ii as follows:*

**15.10 Other Compensation**

...

c. Co-operative Education

...

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

*The remainder of the article is unchanged.*

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #17– *17.07: General Leave, Unpaid***

Amend 17.07.a as follows:

...

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

Applications shall be made in writing to the Administrator responsible.

The remainder of the article is unchanged.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 2:03 pm

# Tentative Agreement

## Between Douglas College and the DCFA

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

*ER revised response to UN #5*

1. *Amend 5.05b.iii as follows:*

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

~~If a~~ **A** contract faculty member **who** refuses all work at the College in the DDP for two (2) consecutive semesters or **who** 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~~,~~ **and/or** 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.

*The remainder of the article is unchanged.*

2. *Amend 17.10 as follows:*

**17.10 Political Leave**

***Note: An additional provision regarding Public Duties is contained in Article 7.11 of the 2014-2019 Common Agreement.***

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;

MOA Initials

ER: _____

UN: _____

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.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: 12/19/25

Time: 11am

## Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #19 – Renewal of LOUs and Appendix A**

*Renew the following:*

- Appendix A
- LOU #2: Faculty Working in Joint International (Credit) Projects
- LOU #4: Obtaining Copyright Clearance
- LOU #9: DDP Realignments
- LOU #10: Field Schools
- LOU #12: Medical Services Plan of BC

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 11:12 am

# Tentative Agreement

## Between Douglas College and the DCFA

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

***Proposal #18 – LOU #3: Distributed Learning***

Renew LOU #3 with the following changes:

**Preamble**

...

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.

...

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.

No change to the rest of article.

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: Oct 22 2025

Time: 2:03 pm

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# Tentative Agreement

## Between Douglas College and the DCFA

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

**Employer Proposal #16 – LOU #6 – SELF-FUNDED ACTIVITY**

**LOU #6 – SELF-FUNDED ACTIVITY**
*To the list of documents at the top, add the following:*

- **Settlement Agreement between Douglas College and the Douglas College Faculty Association (DCFA) (March 10, 2025).**

*Under the heading **THE TRAINING GROUP (formerly Centre 2000)**, add the following:*

**3. In accordance with the Settlement Agreement reached between the College and the Association on March 10, 2025:**

**a. The following definitions shall apply:**

**i. "LINC 1-4" means Federal government-funded training in basic language ability for immigration/settlement purposes which does not involve training in English for Academic Purposes ("EAP"), and is delivered by persons employed or engaged by the College;**

**ii. "LINC 5 and above" means Federal government-funded English language training which includes training in EAP, and is delivered by persons employed or engaged by the College.**

**b. LINC 1-4 training will continue to be delivered by persons outside the DCFA Bargaining Unit.**

**c. LINC 5 and above training will continue to be delivered by DCFA members at contract rates.**

Agreed to:

On behalf of Douglas College

Calum Gibson

On behalf of the DCFA

MOA Initials

ER: _____

UN: _____

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# Tentative Agreement

## Between Douglas College and the DCFA

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

**Union Proposal #41 – LOU #8: List of Arbitrators**

***Amend as follows:***

***Delete Mark Brown; add Jacquie de Aguayo***

Agreed to:

| On behalf of Douglas College | On behalf of the DCFA |
| --- | --- |
| Colin Gibson | |

Date:

Time:

MOA Initials

ER: _____

UN: _____

# Tentative Agreement

## Between Douglas College and the DCFA

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

- LOU 5 - INTEGRATED CURRICULUM PROGRAM – WORK ALLOCATION PROCESS
- LOU 7 - FUNDING FOR SALARY STIPEND
- LOU 11 - EQUITY FUNDS: 2001 LOCAL NEGOTIATIONS

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: January 13, 2026

Time:

MOA Initials

ER: _____

UN: _____

## Tentative Agreement

## Between Douglas College and the DCFA

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

Renew the following:

- LOU 1 – EARLY RETIREMENT INCENTIVE

Delete the following:

- LOU 14- COST OF LIVING ADJUSTMENT
- LOU 15 - INTERDISCIPLINARY SENIORITY

Agreed to:

On behalf of Douglas College

On behalf of the DCFA

Date: March 6, 2026

Time:

MOA Initials

ER: _____

UN: _____

# Tentative Agreement

## Between Douglas College and the DCFA

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

*ER response to ER #19*

**LOU #XX WORKING GROUP ON WORKING CONDITIONS FOR FACULTY IN LEARNING RESOURCES, STUDENT AFFAIRS AND SERVICES, THE TRAINING GROUP AND FOR CONTINUING EDUCATION (CE) PROGRAMMERS**

**The College and the Association recognize that certain provisions in this Agreement express faculty working conditions in terms applicable to faculty working within the Academic Division and that in some areas a variance is necessary for faculty working outside the Academic Division in Learning Resources, Student Affairs and Services, The Training Group and Continuing Education (CE) Programmers.**

**The parties will create a joint Douglas College-DCFA Committee to review and discuss mechanisms for reflecting the differences in working conditions of faculty inside and outside the Academic Division in the Agreement.**

**The joint Committee shall comprise not more than four (4) representatives appointed by the College and not more than four (4) 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 March 31, 2027, at which time this Letter of Understanding will expire.**

Agreed to:

On behalf of Douglas College

Date: 12/4/25

Time: 3:07 pm

On behalf of the DCFA