

June 2, 2015

Douglas College (the "College")

and

Douglas College Faculty Association (the "Association")

**Collective Bargaining for a Renewal of the Collective Agreement that Expired on March 31,
2014**

College Proposals

The following proposals refer to articles in the parties' 2012-2014 Collective Agreement, which consists of the local collective agreement between the College and the Association (the "Local Agreement"), and the 2012-2014 Faculty Common Agreements (the "Common Agreement").

The following proposals are tabled without prejudice as a package and are arranged in the order in which they appear in the current Collective Agreement. Where no change is indicated, continuation of the current Local Agreement and Common Agreement language is intended.

All housekeeping proposals are tabled on a without prejudice basis. Substantive proposals which are tabled without prejudice are identified as such.

All College proposals are made subject to E&OE (Errors and Omissions Excepted).

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MEMORANDUM OF AGREEMENT

between

DOUGLAS COLLEGE
(hereinafter called "the College")

and the

DOUGLAS COLLEGE FACULTY ASSOCIATION
(hereinafter called "the Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE COLLEGE AGREE TO RECOMMEND TO DOUGLAS COLLEGE BOARD

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE ASSOCIATION AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP

THAT THE COLLECTIVE AGREEMENT COMMENCING APRIL 01 2014 (hereinafter called the "new Collective Agreement") SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 6 inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for sixty (60) months, effective from April 1, 2014 to March 31, 2019.

4. **Appendix "A"**

The College and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".



5. Appendix "B"

The College and the Association agree to the previously tentatively agreed and signed amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

6. Appendix "C"

The College and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – "2014 FPSE Template Table" signed in Vancouver, British Columbia on February 5, 2015.




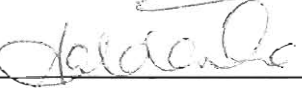
7. Ratification

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 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 21 day of JUNE, 2015.

BARGAINING REPRESENTATIVES FOR THE COLLEGE:


Vicki Skillington




BARGAINING REPRESENTATIVES FOR THE ASSOCIATION:


Chris Maguire






✓ **ARTICLE 1 - PRELIMINARY**

Amend Article 1.01 as follows:

1.01. Term of Agreement - Continuation Clause

The duration of this Agreement shall be from April 1, ~~2012~~ 2014 to March 31, ~~2014~~ 2019. In the event negotiations are not completed before its date of expiry, this Agreement shall continue in force until amended or superseded and salary and other adjustments shall be retroactive to April 1, unless otherwise specified.

The operation of Section 59 (2) of the Labour Relations Code of British Columbia is specifically excluded.

1.03 Definitions

Amend 1.03.d as follows:

d. Common Agreement

In this Agreement, "Common Agreement" means the ~~2012-2014~~ 2014-2019 Faculty Common Agreement between the Employers' Bargaining Committee and the Joint Faculty Negotiating Committee on behalf of its local institutions ratifying that Common Agreement.



✓ ARTICLE 5 – SELECTION COMMITTEES, HIRING AND EVALUATION

Amend 5.01 d. as follows:

5.01 Selection Committees, Hiring and Evaluation [Tabled Without Prejudice]

d. Bias or Conflict of Interest

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

ii. If either a faculty member on the Selection Committee or a faculty member applicant raises in writing an allegation of conflict or bias on the part of a member who is the Responsible Administrator or designate, the existence of a reasonable apprehension of bias or conflict of interest will be determined by the Administrator to whom that person reports. If a reasonable apprehension of bias or conflict of interest is found to exist, the senior Administrator will appoint a replacement to serve on the Committee.



✓ ARTICLE 5 – SELECTION COMMITTEES, HIRING AND EVALUATION

Amend 5.06 as follows:

5.06 General Conditions of Appointment

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



✓ **ARTICLE 5 – SELECTION COMMITTEES, HIRING AND EVALUATION**

5.08 Evaluation

- a. Contract Faculty Evaluation
 - i. Commencing with his/her first contract, a contract faculty member shall be subject to formal evaluation in accordance with this Article, to a maximum of two (2) separate evaluations per academic year.
 - ii. Contract faculty evaluations will include all elements of a probationary regular faculty evaluation, excluding regular faculty service requirements, and will be consistent with the role of a contract faculty member.
 - iii. Where a contract faculty member receives two (2) consecutive unsatisfactory evaluations in two (2) different semesters, he/she shall be terminated at the end of his/her existing contract.

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

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

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



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



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

c. Access to Information in the Evaluation File

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

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✓ ARTICLE 7 - SENIORITY

Amend 7.03 a. as follows:

7.03 Measurement of Seniority – [Tabled Without Prejudice]

a. The maximum FTE Service that may be accumulated shall be limited to one (1) FTE per year. Eight (8) ~~sections~~ ~~months~~ of full-time instruction or equivalent, ~~service, exclusive of vacation or professional development time~~, shall be equivalent to one (1) year of FTE Service.

b. Overload contracts issued under Article 15.08 will not be included in FTE Service.



✓ ARTICLE 7 - SENIORITY

Add 7.08 b. as follows:

7.08 Seniority Lists

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

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



✓ **ARTICLE 9 – PROFESSIONAL DEVELOPMENT****Article 9 Pre-amble:**

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

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

9.01 College-Wide Professional Development

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



ARTICLE 9 – PROFESSIONAL DEVELOPMENT

Amend Article 9.02 Faculty Professional Development Funds as follows:

- f. A budget of five hundred dollars (\$500) for each full-time equivalent (FTE) faculty member, inclusive of Regular faculty, as of October 31st prior, and of Contract faculty, once each semester, shall be allocated to each Faculty Professional Development 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, 2015, this amount will increase to five hundred and fifty dollars (\$550) for each full-time equivalent (FTE) faculty member.

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

- h. Once ~~a month~~ annually, the College shall provide each Professional Development Committee with a listing of the Faculty professional development funds committed and expended.

All other clauses in 9.02 to remain the same.



ARTICLE 9 – PROFESSIONAL DEVELOPMENT

9.03 Education Leave

Move 9.03.a to the Definition section and amend 9.03.c.i and 9.03.k as follows:

c. Eligibility

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

k. Funding Education Leave - Housekeeping

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

~~Unexpended Education Leave funds will be carried forward to following fiscal year.~~



✓ **ARTICLE 11 – ADMINISTRATION AND GOVERNANCE**

Amend 11.02 as follows:

11.02 Selection of Coordinators

- f. When a vacancy is not filled by the above process, it is understood that the Responsible Administrator will temporarily assume the duties customarily delegated to the Coordinator.

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ARTICLE 11 – ADMINISTRATION AND GOVERNANCE

Amend 11.08 as follows:

11.08 Dean/Associate Dean Positions ~~(Term Only)~~

(e) Terms and Conditions

- ~~i.~~ A Dean/Associate Dean will be selected in accordance with the Selection Procedures for Academic Administrators agreed to by the College and the Association dated January 2005 and in accordance with Article 11.07 of the Agreement.
- ~~ii.~~ A Dean/Associate Dean shall receive an appointment under the "Policies Concerning Salaries, Benefits, Working Conditions for Excluded Personnel".
- ~~iii.~~ Appointments for the Dean/Associate Dean positions listed in d. above shall be made for a term of five (5) years. Based on satisfactory performance, a subsequent five (5) year term appointments may be offered. A person who has served two (2) terms as a Dean/Associate Dean will not be eligible for further appointment as a Dean/Associate Dean.
- ~~iv.~~ ~~ii.~~ A Dean/Associate Dean who is terminated, or resigns, as an administrator, except for reasons of professional misconduct, ~~will~~ may return or be appointed to a regular faculty position ~~teaching assignment~~ subject to FTE service as per Article 11.06 and Qualified to Teach/Program provisions. A Dean/Associate Dean who is removed from his/her administrative position for Cause shall be dismissed from the College and shall have no right to return or transfer to the bargaining unit.
- ~~v.~~ ~~iii.~~ A Dean/Associate Dean returning or moving to a regular faculty position will have previous administrative experience gained as a Dean/Associate Dean at Douglas College counted for promotion on the salary scale as per annual FTE calculated increments.
- ~~vi.~~ ~~iv.~~ A Dean/Associate Dean will be considered in full-time equivalent employment for the purpose of seniority.
- ~~vii.~~ ~~v.~~ A Dean/Associate Dean shall receive full protection of the ~~faculty agreement~~ Agreement for any activities involved with instruction and scholarly activities, e.g. publications.
- ~~viii.~~ ~~vi.~~ Faculty vacancies created by the appointment of the Dean/Associate Dean shall be filled in accordance with the terms of the Agreement.
- ~~ix.~~ ~~vii.~~ A Dean/Associate Dean covered by this Article is expected to maintain currency in her/his discipline throughout her/his term by continuing to be involved in instruction and scholarly activities. This will be determined by the Dean/Associate Dean - based on operational requirements and subject to the approval/agreement of the Vice President, Academic.

✓ **ARTICLE 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER COMPENSATION**

15.05 Placement on Salary Scale

- a. Initial placement of faculty members on scale shall be determined using the common salary scale developed through provincial common table bargaining and included at Article 15.01 of the Agreement.
- b. ~~Effective April 1, 2006,~~ In no case will this scale placement language result in scale placement on the common salary grid above Step 4.
- c. The following criteria shall be used to determine the step on the common grid at which any employee shall be initially placed:

One additional step for a degree at the Bachelor level,

OR

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

OR

Four (4) additional steps for a PhD Degree.

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

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

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

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

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

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

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

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

**ARTICLE 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER
COMPENSATION**

Amend Article 15.08 as follows:

15.08 Overloads [*Tabled Without Prejudice*]

Note: Additional provisions regarding Overloads are contained in Article 12.5 of the Common Agreement. ~~Such Overload provision is contained in Article 12.5 of the Common Agreement.~~

- a. In the event that a qualified contract instructor cannot be found, the College may, with the faculty member's agreement, engage a full-time faculty member on an overload basis (e.g. reduced workload in subsequent semester, or, if not possible, paid for the extra course ~~on an equivalent contract basis at contract faculty rates~~).
- b. An overload is defined as bargaining unit 'instructional' work as defined in the Local Agreement, which is assigned to a regular faculty member, and which results in a workload in excess of 100% (eight sections)/courses) of a regular workload.
- ~~c. Compensation for overload work will be calculated at the rate of 1/8 (one section/course) of a regular workload, at regular faculty rates, and pro-rated where the course is greater than or less than three (3) credits.~~
- (d) c. In accordance with Article 12.5 of the Common Agreement, a faculty member may elect compensation for overload work by taking a reduction of workload in a subsequent year that is commensurate with the amount of the overload. Reduction of workload must be taken no later than two (2) years from when the overload was completed.
- (e) d. At the time the overload is assigned, the faculty member must elect compensation or a reduction of workload in a subsequent year. The decision of the faculty member on this issue will be final.

J. am

**ARTICLE 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER
COMPENSATION**

15.09 Secondary Scales (Contract Faculty)

Effective April 1, 2015, the monthly equivalent contract faculty rate (normal monthly maximum) will increase by one hundred dollars (\$100.00). This amount presumes a standard three (3) credit course and is inclusive of vacation pay.

BCM

✓ ARTICLE 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND
OTHER COMPENSATION

15.10 Other Compensation

a. Guided Study Course Contracts

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

\$100 per credit for the first student and

\$50 per credit for each additional student.

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

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

vs am

✓ ARTICLE 15 – SALARIES, SECONDARY SCALES (CONTRACT FACULTY), AND OTHER COMPENSATION

15.11 Recovery of Overpayments

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

US CM

✓ ARTICLE 16 – HEALTH AND WELFARE BENEFITS

Add the following language to Article 16.06 Sick Leave as follows:

c. Subrogation (New)

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

Re-letter paragraph 16.06 c. Short Term Income Protection Program to 16.06 d.

✓ all

✓ **ARTICLE 17 – LEAVE, PAID AND UNPAID**

17.03 Bereavement Leave

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

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

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

b. One-half day to attend a funeral. ~~as a pallbearer.~~



✓ ARTICLE 17 – LEAVE, PAID AND UNPAID

Amend Article 17.05a as follows:

Note: An additional provision regarding Jury Duty and Court Appearances is contained in the Common Agreement dated ~~Such Jury Duty and Court Appearances provision is contained in Article 7.10 of the Common Agreement.~~

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

✓ LOU #1 – RETIREMENT INCENTIVES

Amend LOU #1 Retirement Incentives as follows (without prejudice):

4. Protection of Medical Benefit Coverage

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

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

- b. An early retiring faculty member not immediately commencing receipt of a College pension may elect to continue his/her basic medical and extended health benefit coverage through the College during the period preceding receipt of pension (but in any event, not longer than five (5) years following retirement) provided that

- i. written notification of the intent to continue these benefits is provided to Human Resources six (6) weeks prior to date of early retirement;
- ii. the individual maintains BC residency; and
- iii. the participant prepays all premium Costs.

✓ LETTER OF UNDERSTANDING #2

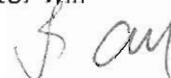
GUIDELINES FOR HANDLING STUDENT CONCERNS AND COMPLAINTS

GENERAL:

1. Students may raise concerns/complaints and can expect to have them addressed in a respectful manner without fear of reprisal. Similarly, faculty members can expect to be protected from frivolous or malicious condemnation.
2. Concerns/complaints will be dealt with according to the relevant College policy, where applicable.
3. Concerns/complaints must be brought forward by the student in a timely manner and must be handled by a faculty member or the Responsible Administrator in a prompt, objective and sensitive manner.
4. Concerns/complaints which are made anonymously, or those where the complainants are unwilling to provide a signed, written deposition, will not be formally investigated.
5. Violations of due process will not be tolerated and will be dealt with by the Responsible Administrator under appropriate College policy. Violations of due process can include but are not limited to breaches of confidentiality; distribution in any form of allegations of inappropriate behaviour under College Policy; discussion of allegations outside of the appropriate processes, etc.
6. Any communications sent outside the College policy process for making student complaints will be handled as a formal complaint.

RESPONSIBILITIES:

1. The student is responsible for presenting his/her own case and seeking assistance, if needed, from a College counsellor, student society ombudsperson, etc. Students should be clear about the nature of their concerns/complaints and be prepared to provide evidence or corroboration to support their case.
2. Faculty members are responsible for listening to a student concern/complaint and seeking to resolve the issue at source or referring the student to the appropriate person in the College. Faculty members should be aware of current College and departmental policies and Agreement provisions, and direct students accordingly.
3. The Responsible Administrator for the area is responsible for handling concerns/complaints which have not been resolved at source and for determining an appropriate informal or formal course of action consistent with College policies and DDP guidelines and procedures.
4. The Responsible Administrator should investigate and remedy a concern/complaint which is found to have merit but should dismiss a concern/complaint which is insufficiently presented or is not serious in nature. The Responsible Administrator will



use a "Reasonable Person" standard to determine whether the concern/complaint warrants investigation or further action.

PRE- INFORMAL INVESTIGATION PROCEDURE:

1. Students with concerns/complaints should first approach the relevant person in the department – such as the course instructor, program Coordinator, or departmental Chair – to discuss the issue and to seek resolution.
2. Where the relevant person in the department is unable to resolve the issue to the satisfaction of the student – or does not have the authority to achieve resolution – then the concern/complaint should be referred to the Responsible Administrator.
3. The Responsible Administrator will meet with the student to listen to the specifics of the concern/complaint to determine what action (if any) is appropriate. If the concern/complaint falls under a current College policy, the Responsible Administrator will direct the student accordingly.
4. If the student only wishes to bring the matter to the attention of administration, the Responsible Administrator may take the matter under advisement.
5. The Responsible Administrator may meet informally with the faculty member and inform him/her of the concerns to receive his/her perspectives of the issue and seek to achieve informal resolution.
6. ~~Informal complaints investigations, whether dismissed or resolved, or taken forward as a formal complaint, will be dealt~~ completed within a one-month period. Variances to this timeline will not be unreasonably withheld.
7. ~~After an informal resolution has been achieved~~ investigation has been completed, the Responsible Administrator will provide a written decision to the faculty member stating whether the complaint has been resolved, or taken forward as a formal complaint.

FORMAL INVESTIGATION:

1. A formal investigation will be conducted in the following situations:
 - a. Where the informal process has not resolved the issue and the Responsible Administrator determines an investigation is warranted, and where the complainant wishes to proceed to making a formal complaint;
 - b. Where the Responsible Administrator believes that the nature of the concern/complaint places the College at risk, or fits into a pattern of complaints, the Responsible Administrator will initiate a formal action in accordance with Management Rights after first consulting with the Associate Vice President, Human Resources or designate.
2. Procedure for formal investigation:
 - a. The student will provide the Responsible Administrator with a signed, written deposition (along with supporting evidence, where available) outlining the specifics of the complaint.

JS CM

- b. The Responsible Administrator will inform the faculty member that a formal investigation is to be conducted and will provide the faculty member with a copy of the written specifics of the complaint along with any supporting evidence.
- c. The Dean/Director will arrange to meet with the faculty member to discuss the matter and will ensure that the faculty member has been advised of his/her right to have an Association representative present at any meetings with the Dean/Director concerning a complaint process.
- d. The Dean/Director or designate will investigate the matter and produce a report outlining his/her findings within a ~~one (1)~~ three (3) month period. Variances to this timeline will not be unreasonably withheld. The faculty member will receive a copy of this report and have the opportunity of discussing its contents with the Dean/Director before the matter is concluded.
- e. The Dean/Director will advise the faculty member of the outcome of the formal investigation and of any action to be taken.



✓ LOU #4 - DISTRIBUTED LEARNING

Renew LOU#4.

✓ LOU #9 LIST OF ARBITRATORS

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

Judith Korbin

Joan Gordon

John Hall

Colin Taylor



✓ LOU # 13 CHAIRS AND COORDINATORS

Delete current LOU 13 – expired March 31, 2014. Replace with the following:

The parties agree to establish a joint committee to review the tasks of Chairs and Coordinators, identify which are best performed by Chairs and Coordinators and which might be shifted to staff, other faculty, or administrators, and prepare a report for LMRC setting out recommendations.

The joint committee will consist of three representatives selected by the Association (one DCFA Table Officer, one faculty member who has experience as a Chair, and one faculty member who has experience as a Coordinator), and three representatives selected by the College (the Vice President, Academic and two academic administrators).

The joint committee will establish a mutually-agreed meeting schedule. The joint committee will present its report to LMRC no later than March 31, 2016. If the members of the joint committee are unable to reach consensus, the report shall describe the areas of agreement and disagreement.

This Letter of Understanding will expire on the date when the joint committee's report is presented to LMRC or March 31, 2016, whichever occurs first.

SCM

✓ Letter of Understanding #16

HARASSMENT ADVISORS

Mandate

The College and the Association agree to form a joint subcommittee of LMRC, comprising two members appointed by each party, to make recommendations to LMRC no later than August 31, ~~2013~~ 2016 in regard to the following:

- The roles and responsibilities of Harassment Advisors
- A Process for selecting Harassment Advisors
- Training of Harassment Advisors

~~Expiry of this Letter~~

~~This Letter of Understanding expires August 31, 2013~~ March 31, 2017.

✓ PROPOSAL NO.: E#HSKP

1. For consistency and/or accuracy, make the following changes throughout the Collective Agreement:
 - a. Change "Vice President, Academic" to "Vice President Academic and Provost" throughout the Agreement.
 - b. Replace "Superannuation Commission" with "BC Pension Corporation."
 - c. Replace "College Pension Act" with "College Pension Plan."

2. For consistency and clarity, amend the references to the Common Agreement in Articles 2.06, 10.06, 15.08, 16, 16.02, 16.06, 16.07, 17, 17.04, 17.05, 17.06 and 17.07. As an example,

17.04 Maternity, Parental and Adoption Leaves

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

3. Establish a committee made up of one representative of the College and one representative of the Association to review the Collective Agreement separate and apart from the bargaining process, and make recommendation to the parties regarding the correction of typographical errors that the parties have not identified in their housekeeping proposals.



✓ **Tentatively Agreed and signed March 25, 2015**

The College and the Association agree to **renew** the following Letters of Understanding:

LOU #3 – Faculty Working in Joint International (Credit) Projects (not in excess of 6 months' duration);

LOU #5 – Obtaining Copyright Clearance;

LOU #6 – Integrated Curriculum Program – Work Allocation Process

LOU #7 – Self-Funded Activity;

LOU #8 – Funding for Salary Stipend;

LOU #10 – Post-Probationary Faculty Member Developmental Evaluation;

LOU #12 – DDP Realignments;

LOU #14 – Field Schools and

LOU #15 – Equity Funds: 2001 Local Negotiations

The College and the Association agree to **delete** the following Letter of Understanding.

LOU # 11 – Post-Probationary Faculty Member Developmental Evaluation
Guideline

A handwritten signature in black ink, appearing to be 'J. Am' or similar, located in the bottom right corner of the page.