

ORGANIZING WORK:

**COLLECTIVE AGREEMENT GUIDELINES FOR
CHAIRS, COORDINATORS AND SELECTION
COMMITTEES**

**November 2005
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PREAMBLE

Organizing faculty work is done initially by chairs/coordinators for existing work - or by Selection Committees for new work in the form of new positions or projects. This activity is done, under the direction of the Dean/Director, through faculty governance, i.e., by self-regulation in the forms of Departments/Disciplines, in relation to management structures. To some extent the personnel functions of this governance system is regulated by the collective agreement and statute. The College administration is ultimately responsible for hiring.

A. ORGANIZING REGULAR WORK

The assignment of regular work is done by the chair/coordinator by drawing up an Education/Staffing Plan. This is to be done by early January for the subsequent Academic year. Chairs/Coordinators should be aware that the DCFA steward for a faculty area will review the plan with the appropriate Dean/Director to ensure that the work has been bundled together to make up as many, full-time regular positions as possible (6.1.1 LA*). Any subsequent work of half time or more before July 1 will be included to create regular work (6.1.3 (f) LA). Any work prior to September 1 will be used to top up part time regular faculty if possible. (Article 6.1.3 (i) LA)

When an Education/Staffing plan is done, chairs/coordinators should be aware of the following conditions:

Article 8 in the Local collective agreement regulates working conditions such as:

- (i) Regular instructors are responsible for a ten month working period, a total of eight months of this period is dedicated to instruction, 21 days to professional development, and 21 days of accountable time. Part time regular work is pro-rated based on these criteria.
- (ii) Faculty workload is established by teaching according to one or more modes of contact time (from 16 to 35 hours). The amount of work can be averaged and/or carried over between academic years so long as the total required amount is met over a two year period.
- (iii) There is a maximum of 7 daily contact hours. Instructors cannot work more than a 10 hour work day and must get a 12 hour break between days. If instructors work more than 8 hours, they are entitled to an \$8 meal allowance.
- (iv) Faculty are not required to work on Saturdays, unless established by past practice or at the choice of the instructor. Nor is there Sunday working and, if such occurs, there is a 10% bonus payment.

- (v) There is a limit of three course preparations per semester.
- (vi) Travel between campuses or to off site work locations, outside of travel to and from work, is compensated. There is also free parking and office space.
- (vii) Past work practices are to guide non-instructional faculty.
- (viii) Instructors can choose voluntary workload reduction, though this will become permanent after two years.

Members are also entitled to a variety of leaves (Article 14) such as sick leave, compassionate care, parental leave, and bereavement leave.

B. ORGANIZING NEW POSITIONS/PROJECTS

1. Structure and Composition of the Selection Committee (Article 5.1.1 LA)

The Committee will consist of three members: two elected by the department/discipline and the appropriate administrator or designate. The administrator will provide institutional support. Membership on the Committee must be consistent for each selection.

There can be variations to the standard committee structure for unusual situations. The Dean/designate can appoint the Selection Committee in a new discipline or program field after consultation with the DCFA (Article 5.1.1 LA)

Faculty members on Selection Committees are regular faculty who are part of the department/discipline or closest related discipline unless there is a conflict of interest (Article 5.1.2 LA)

The records of the Selection Committee belong to the College under FOIPP law. This means the Dean can request you submit your notes to be kept for one year by Employee Relations.

2. Responsibilities of Selection Committee (Article 5.4 LA)

The Selection Committee is responsible for developing the criteria and qualifications for positions to be filled (including relevant FTE service) whether for instruction or for projects of one semester or more in duration as either regular or contract faculty (Article 8.3.1 LA).

The Selection Committee will review all written applications to determine which candidates meet the qualifications and criteria to compile an interview list (Article 5.4 LA).

The Selection Committee conducts all interviews to:

determine if applicants meet the qualifications and criteria for a regular or contract position

identify the courses applicants are qualified to teach in the department/discipline.

The Selection Committee shall also compile an inventory of suitable candidates for immediate and foreseen needs. The Chair/Coordinator will maintain this list and communicate with any of the candidates on an as needed basis.

Wherever possible, selection criteria for regular and contract faculty will be the same and the Selection Committee will select faculty who have the qualifications and criteria for a regular position.

All records generated during a selection process are the property of Douglas College and are subject to disclosure in accordance with the Freedom of Information and Protection of Privacy Act. Selection Committees are responsible for ensuring all documentation associated with a selection, including all interview notes, etc., are returned, together with the competition file, to Employee Relations (Freedom of Information and Protection of Privacy Act).

Selection Committee members are responsible for disclosing any real or potential conflict of interest in relation to their responsibilities as a Selection Committee member. For the purposes of selection processes, conflict of interest is defined as:

Conflict of Interest, for the purposes of Selection, may exist where:

- a) an employee allows a relationship between an applicant (based on business, kinship, marriage or affectional relations) to influence the employee's work, work situation or status to the advantage of disadvantage of any of the persons involved in such relationship;
- b) an employee is directly involved in the hiring or supervision of a person with whom they are, or have been, in a relationship (based on business, kinship, marriage or affectional relations).

Selection Committee members will disqualify themselves as participants in any personnel decisions, including hiring, when their objectivity would be compromised for any reason, including conflict of interest as defined above.

Further, Selection Committee members are responsible for ensuring that the conduct of the business of the Selection Committee is free from bias or reasonable apprehension of bias, whether positive or negative.

3. Human Rights Code

The Human Rights Code forbids employment-related discrimination based on:

- age (19 through 64 only until December 31, 2007)
- race, colour, ancestry, place of origin
- criminal or summary conviction offence that is unrelated to employment
- family status
- mental or physical disability (disability is relevant to the job only if it prevents that person from effectively carrying out the essential components of the job)
- political belief
- religion
- sex (including pregnancy). This also covers sexual harassment.
- marital status
- sexual orientation

Selection Committee members will ensure that selection processes are in accordance with the Human Rights Code. Selection Committee members should consult with the Employee Relations Department with respect to any questions or concerns regarding the application of the Human Rights Code in hiring processes.

It should be noted that the B.C. Human Rights Code provides for special programs such as Employment Equity Programs that have as its objective the amelioration of conditions of disadvantaged individuals or groups who are disadvantaged because of any of the prohibited grounds contained in the Human Rights Code (see Section 42).

4. Confidentiality

Strict confidentiality will be maintained by all members of the Search Committee. In accepting committee membership, each member assumes a responsibility not to mention any candidate's name or status, or the content of any committee conversation, to any non-committee person (designated Vice President, President and Employee Relations excepted), within or outside the College. Committee members are free to discuss process issues and/or concerns related to the selection with the DCFA Table Officers. All public representations or statements about the search are made by the Dean or Vice President. The Dean is empowered to require the resignation from the committee of any committee member who breaches this responsibility.

Candidates assume that their candidacy will be held in confidence. If this confidence is broken by any member of the Selection Committee, the applicant's position at their current employer may be compromised.

Candidates will be asked to respect the confidentiality of the Selection process.

5. Development of new positions/projects

When a new position is proposed, the qualifications and criteria will be developed by the appropriate department/discipline Selection Committee. (Article 5.2.1 LA)

When a project is proposed by the College, management will:

- a) provide adequate time to accomplish the agreed-upon task (Article 8.3.1 LA)
- b) notify the DCFA with details of the time releases [including the faculty member(s), amount of time provided, and duties (Article 8.3.1 LA).
- c) seek the advice of the appropriate department/discipline for projects of duration for less than one semester prior to the appointment of personnel to the project (Article 8.3.1 LA)
- d) post, in accordance with Article 5.3 LA, projects of a duration of one semester or more. Selection and appointment will be in accordance with Article 5.1 Selection Committees (Article 8.3.1 LA)

6. Postings

New positions, regular and contract, and projects of one semester or more in duration must be posted.

Job/project descriptions and job/project advertisements are developed by the appropriate department/discipline Selection Committee (Article 5.2.1 LA). These are posted by Employee Relations on the College web site and publicly posted in hard copy on both campuses for a minimum two weeks (Article 5.3 LA). Where appropriate, these postings will be publicized in 'in house' publications whether electronically or in hard copy. (Article 5.3 LA) By agreement with the DCFA,

- (a) where a faculty member has developed the program development proposal and where that faculty member is qualified for the work in

question, the work will be offered to the faculty member without posting;

- (b) where the proposal has been developed by more than one faculty member, the faculty members in consultation with the Dean will determine which qualified faculty member(s) will be offered the work without posting

7. Hiring Procedures

Regular Faculty

A. Internal Selections

Candidates will be assessed to ensure they meet the qualifications and criteria for a regular position. The Selection Committee will interview contract faculty with regular status (two years FTE with a satisfactory evaluation in their second year of FTE service in the department/discipline).

Where the Selection Committee recommends, a regular appointment will be made provided there is regular work, as defined in Article 1.3 LA, available.

An applicant who does not meet the qualifications and criteria, but has regular status, may be considered provided they are able to meet the required criteria in the first year of their regular appointment. In such cases, the letter of appointment must specify the qualifications or criteria to be met, as well as the necessary time frame for meeting such qualifications and criteria.

Where two or more regular status faculty are qualified, the position is awarded to the member with the greatest seniority, provided they are qualified to teach the work that is available.

Faculty members will be limited to contract work who:

- do not apply for regular status
- reject a regular appointment
- apply and are rejected for regular status.

Exceptions can be made for educational requirements but only on the recommendation of the Selection Committee and with the approval of the DCFA (Article 5.5.1 B.3 LA)

B. External Selections

When interviews are completed, the Selection Committee prepares a rank ordered list of candidates, with rationale, to recommend appointment(s) to the Dean/designate.

Should the Dean/designate disagree, he/she will meet with the Selection Committee to explain and find a resolution before taking action.

If the rank ordered list is exhausted, and the College still intends to fill the position, the selection process recommences. (Article 5.5.1 C(g) LA)

C. Terms of Employment Supplied upon hiring by either Selection Process

Faculty hired, internally or externally, must be informed they have regular status and must fulfill a two year probationary period. Faculty shall be so informed in the appointment letter.

A faculty member can not work as a regular employee if he/she maintains full time employment elsewhere (Article 5.5.4(c) LA)

D. Hiring Contract Faculty

1. Offering Contracts to Existing Contract Faculty

Contract faculty who have successfully taught one FTE within a department/discipline will be offered contracts, for which they are qualified, in order of FTE service. If a contract instructor refuses courses, the work is offered by descending FTE service. If there is no contract instructor with one FTE or more, the work may be offered to instructors with less than one FTE or by doing an external selection.

Successful teaching is deemed to exist unless there has been an unsuccessful evaluation and the Dean has recommended no further contracts (Article 5.7.2 (d) LA).

2. Selection of New Contract Faculty

When a need arises for new contract faculty, and no new regular position can be created (by July 1) or top up for existing part time regular faculty (by September 1), the Chair/Coordinator will recommend to the Dean/designate that an offer of contract sections be made to candidates - from the contract faculty inventory list compiled by the Selection Committee. This list will include first choice and alternative candidates in case work is refused.

If the administrator does not follow the Chair/Coordinator's recommendation, there will be a rationale and attempt at resolution. If there is no agreement, the decision of the Dean/Director may be grieved in accordance with Article 5.5.2 B (d) LA.

If the list is exhausted and time does not permit, the administrator and Chair/Coordinator can jointly agree on an appointment. If the Chair/Coordinator is not available the administrator will appoint - Article 5.5.2 B (d).

3. Terms of Appointment to be Supplied

Contract offers are in writing thirty (30) days prior to scheduled classes. Unscheduled classes and replacement instructors will receive written contracts as required. Written contracts are to be signed and received within ten days. Contract instructors must supply an address/phone number. Failure to do so will be deemed as a refusal of contracts for the semester. Cancellation of courses will be compensated at the rate of \$200.00. In such cases, FTE service will be credited only for hours worked. Benefits are available, upon application to Employee Relations (Article 15.9 LA). Premiums for such benefits will be prorated in accordance with percentage of workload. Article 8.8.1 (g) provides for pro rata PD funds for contract faculty.

E. Reductions

Article 12 gives direction on what to do in cases of resignation, retirement or layoffs. These issues are handled at a management-union level. This is particularly true of discipline issues (Article 11). Neither chairs nor coordinators have disciplinary management responsibilities.

F. Other Resources

Probationary Faculty Evaluation Guidelines

Post Probationary Faculty Evaluation Guidelines

* LA = Local Agreement