

Collective Agreement

Between Langara College and Langara Faculty Association
effective April 1, 2010 to March 31, 2012.



Langara.
THE COLLEGE OF HIGHER LEARNING.

COLLECTIVE AGREEMENT

Between

LANGARA COLLEGE

And

LANGARA FACULTY ASSOCIATION

Effective April 1, 2010 to March 31, 2012

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THIS AGREEMENT, effective April 1, **2010**

BETWEEN:

Langara College, of the City of Vancouver, in the Province of British Columbia,

(hereinafter called "the College")

OF THE FIRST PART

AND:

The Langara Faculty Association, of Langara College, of the City of Vancouver, in the Province of British Columbia,

(hereinafter called "the Association")

OF THE SECOND PART

WHEREAS the College is an employer within the meaning of the Labour Relations Code of British Columbia;

AND WHEREAS the Association is a Trade Union within the meaning of the said code and is the bargaining authority for that group of employees engaged as Instructors, Counsellors and Librarians in programs and courses conducted by Langara College;

AND WHEREAS the Association and the College have agreed that this Agreement does not apply to any employee engaged in Continuing Studies unless expressly agreed herein;

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree with each other as follows:

1. TERM AND PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to establish and maintain orderly relations between the parties.

1.2 The parties agree to the following terms of contract.

1.3 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties hereto will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.4 Conflict with Policies

In the event of a conflict between the contents of this Agreement and any policies made by the College, the terms of this Agreement will prevail.

1.5 Term

This Agreement shall be for a term **of twenty-four (24) months from April 1, 2010, to March 31, 2012**, both dates inclusive. The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby specifically excluded.

1.6 Where notice to commence collective bargaining as provided for in the Labour Relations Code of British Columbia has been delivered by either party to the other, the parties shall, within ten (10) working days after receipt of said notice, commence to bargain collectively.

2. DEFINITIONS AND COVERAGE FOR BENEFITS

2.1 For purposes of this Agreement, the following definitions shall apply:

2.1.1 Faculty Member -- an employee of the College employed as an instructor; counsellor; librarian; or co-operative education officer in programs and courses conducted by Langara College, including those designated as Department Chair; Assistant Department Chair; Coordinator; Artistic Director, Theatre Arts Program; Associate Director, Theatre Arts Program; Chair of Counselling and Division Chair.

In this Agreement the term "faculty members" shall not apply to preceptors.

2.1.2 Regular Faculty Member -- a faculty member appointed to a position under one of the contracts noted in this Agreement for regular faculty members. A regular faculty member may be employed on a part-time basis by agreement between the faculty member and the College. A regular faculty member is entitled to all employee benefits under this Agreement.

2.1.3 Temporary Faculty Member -- a faculty member appointed to a position under written contract of employment which stipulates starting and ending dates. Such an appointment is not intended to lead to subsequent appointment as a regular faculty member but yet may do so. A temporary faculty member appointed on a basis of one-half time or more and for a month or more is entitled to all employee benefits under this Agreement. Any other faculty member is entitled to the following employee benefits: annual vacation, general (statutory) holidays, Employment Insurance.

- 2.1.4 Substitute Faculty Member -- a faculty member appointed for an unspecified period on a day-to-day basis whether for a full day or part of a day. A substitute faculty member is not covered by any provisions of this Agreement except Articles 1; 2; 3; 4; 5; 6; 7; 8.1; 8.2; 8.5; 8.11; 13; 14; 16; 17; 19; 20; 21 and 29.
- 2.1.5 In this Agreement, unless the context otherwise requires, words importing the singular number shall include the plural number.
- 2.1.6 Preceptor -- a professional person not in receipt of compensation from Langara College and designated temporarily for a specified period of time to serve as an advisor or role model, usually off campus, for students in one or more programs or courses offered by Langara College. A preceptor is not covered by any provisions of this Agreement except Articles 5.16 and 10.3.8.
- 2.1.7 Spouse -- a partner who is publicly represented as the faculty member's spouse.
- Note: For the purpose of benefit plan eligibility, the partner must have been in a spousal relationship for at least twelve (12) months or must be legally married.
- 2.1.7.1 Where, in any provision of this Collective Agreement, or in the entitlement of any benefit plan or pension benefit, the term "spouse" is used, it is agreed that it means a person of the same or opposite sex.

3. ASSOCIATION MEMBERSHIP AND DUES DEDUCTIONS

- 3.1 Membership in the Association is voluntary.
- 3.2 All employees covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee to the Association equal to the monthly dues as determined from time to time in accordance with the by-laws of the Association. Such payment will be made by payroll deduction in accordance with the provisions of Part 2, Section 16 of the Labour Relations Code of British Columbia.

4. GRIEVANCES

- 4.1 Any difference arising between the parties bound by the Agreement concerning its interpretation, application, operation, or any question as to whether any matter is arbitral, shall be resolved without work stoppage, and the stages shall be undertaken without delay, as hereinafter provided:

4.1.1

Stage I

The aggrieved faculty member with a member of the Executive of the Association shall first take up the matter with the appropriate Dean together with any other member of the College staff within thirty (30) working days of the date on which the incident giving rise to the grievance occurred, or of the time when the grievor could have reasonably been expected to become aware of the incident, whichever is later. This step shall not exceed five (5) working days. This meeting shall be considered as the official commencement of the grievance.

4.1.2

Stage II

If Stage I fails, the grievance may be referred by the grieving party to the President of the Association or delegate and the President or delegate who shall endeavour to settle it. If such reference is made, the grieving party shall present to them a statement, in writing, of what it considers the grievance to be. This stage shall not exceed five (5) working days.

4.1.3

Stage III

Should no settlement have occurred, the difference may be referred by the grieving party to an Arbitration Board for final and conclusive settlement.

4.1.4

The Arbitration Board shall consist of one member, agreed upon by the parties. If the parties cannot agree upon the arbitrator, the Minister of Labour shall be requested to make the appointment pursuant to Section 86 of the Labour Relations Code of B.C. The decision of the arbitrator shall be final and binding on both parties. This decision shall be made and transmitted to both parties within fifteen (15) working days from the date of the appointment of the arbitrator. Each party shall pay: its own expenses and costs of arbitration; and one-half of the compensation and expenses of the arbitrator and of stenographic and other expenses of the arbitrator.

4.1.5

Notwithstanding the foregoing, where the parties cannot agree that the matter be considered by a single arbitrator, then the matter in dispute shall be referred to an Arbitration Board. The Arbitration Board shall consist of three members. One member is to be appointed by the Association and one member by the College. The third member shall be the Chair and shall be appointed by the other two appointees, or, failing agreement by them within seven (7) working days, either party may apply to the Minister of Labour to make such appointment. The decision of the arbitrators, or any two of them made in writing, shall be final and binding on both parties. This decision shall be made and transmitted to both parties within fifteen (15) working days from the date of the appointment of the Chair. Each party shall pay: its own expenses and costs of arbitration; the remuneration and disbursements of its appointee to the Arbitration Board; and one-half of the compensation and expenses of the Chair and of stenographic and other expenses of the arbitration.

- 4.1.6 Where a grievance is initiated by or on behalf of a member of the library faculty, the Director, Library Services shall assist at Stage II of the grievance procedure.
- 4.2 The party responsible for advancing the grievance to each succeeding step shall do so by notifying the other party in writing, not later than six (6) working days from the expiration of the previous stage. The succeeding stage shall commence the day following receipt of such notice. If such notice is not given, the grievance shall be deemed to be abandoned and all recourse to the grievance procedure shall be at an end.
- 4.3 Extensions of the time periods in the steps or for the rendering of the decision of an Arbitration Board shall be made only by agreement of the parties in writing.

5. DUTIES AND RESPONSIBILITIES

- 5.1 The assignment of full-time regular faculty is for a ten-month duty period.
- 5.2 Faculty members shall be considered to be "on duty" unless absent in accordance with the provisions of this Agreement.
- 5.3 Duties and responsibilities of faculty include: instructional assignments; course, program and curriculum preparation; review and assessment of courses, programs and curricula; student contact; marking; assessing; the development of teaching aids and special instructional materials; participation in in-service activities; professional development; the acceptance of special assignments related to the specialty of a faculty member or to the effective organization and operation of the campus; and other functions and responsibilities ancillary to instruction; all specified herein without limiting the generality of the "duty" and of the "responsibility" of faculty.
- 5.4 Normally, faculty in both Arts and Science and Career disciplines shall accept responsibility for scheduled instructional and office hour assignments through two College terms in ten (10) months of annual duty, including two months of non-instructional duty for instructional faculty. Owing to the nature of their instructional assignments (involving workshops, field work, etc.), faculty in Career disciplines may be responsible for fewer students than Arts and Science faculty are, but the number of student contact hours for Career faculty may be greater than that of faculty in Arts and Science disciplines, and further scheduled instructional responsibility of Career faculty may extend beyond two (2) College terms in ten (10) months of annual duty, as the needs of specific programs and courses may dictate.

- 5.5 Faculty in both Arts and Science and Career disciplines may be given special assignments, including tutorial, enrichment, seminar and conference involvement, and other duties as may be required during the ten-month period of annual duty.
- 5.6 Duties will be assigned by the President or delegate. The detailed establishment of course assignments, instructional and office schedules, vacation schedules, professional development proposals and schedules, and related duties and responsibilities of each faculty member, is the responsibility of the Department Chair, acting with the involvement of the department, and shall be in accordance with established practice. Such assignments, schedules, duties and responsibilities shall be determined and arranged as required by the course and program offering of the College, with consideration for the wishes, special competencies, and professional requirements of faculty. Approval is the responsibility of the Division Chair, or of the appropriate Dean, if there is no Division Chair.
- 5.7 An instructional load shall include an assigned schedule of instructional hours which may include evening assignments to a maximum of two (2) nights per week plus an appropriate schedule of office hours.
- 5.8 When a unique scheduling problem exists, in the first instance it shall be dealt with on an individual basis in accordance with Article 5.6 and failing resolution shall be subject to the provisions of Article 4. of this Agreement.
- 5.9 In the event that the instructional scheduling of the College requires a member of faculty to teach more than two (2) consecutive terms, the faculty member so affected will be returned to a position in the cycling of instructional and non-instructional terms whereby no special advantage or disadvantage will have accrued as a consequence of such scheduling.
- 5.10 Faculty may be required to assist in the counselling, educational guidance, and registration of students.
- 5.11 There will be not more than five (5) days of scheduled duty per calendar week.
- 5.12 There will be not more than a maximum of thirty (30) hours of scheduled duty per week, exclusive of time for meals and breaks.
- 5.13 The College shall ensure that the average instructional load for full-time faculty shall not exceed one hundred and twenty-five (125) students in any given term. An individual faculty member shall not be required to instruct or supervise more than one hundred and sixty (160) students in any given term unless arrangements satisfactory to the faculty member, the Division Chair and the Association are made.

- 5.14 Notwithstanding the foregoing provisions of this Article, faculty may be required to be on duty in other than the ten-month duty period provided that no ultimate loss of vacation entitlement will occur.
- 5.15 The College and the Association endorse the Conflict of Interest Policy passed by the College Board on May 23, 1979, and agree to be bound by the provisions of said policy on the understanding that this policy is not immutable.
- 5.16 The duties and responsibilities of a preceptor shall be determined by the Department Chair or delegate (or by the Coordinator or delegate if there is no Department Chair).

6. SALARIES AND ALLOWANCES

6.1 Salaries

6.1.1 See schedule(s) to this Agreement.

6.1.2 The per diem rate for regular faculty and for temporary faculty whose contract term is twelve (12) months or longer shall be calculated by dividing the per annum rate by the maximum number of duty days for a full-time faculty member in the contract year. (This means that annual vacation pay and general holiday pay are included in each per diem amount calculated.)

6.1.3 The per diem rate for substitute faculty and for temporary faculty whose contract term is less than twelve (12) months shall be calculated by dividing the per annum rate by two hundred and two (202). (This means that annual vacation pay and general holiday pay are included in each per diem amount calculated.)

6.2 Except as otherwise provided in this Agreement:

6.2.1 A full-time regular faculty member shall be paid an annual salary determined in accordance with the per annum rates in the above schedule. The salary shall be payable in twelve (12) equal instalments, one at the end of each calendar month.

6.2.2 A part-time regular faculty member shall be paid an appropriate proportion of the annual salary payable.

6.2.3 A temporary or a substitute faculty member employed on a part-time basis shall be paid an appropriate proportion of the per diem payable for the contract period (one-quarter (1/4) per section if instructional and one-sixth (1/6) per hour if not instructional).

- 6.2.4 With the exception of present or past faculty members, a substitute faculty member's rate will be based on Step 11 for the first twenty-two (22) days of the same assignment and based on the step which reflects appropriate placement for the twenty-third (23rd) and each subsequent day in the same assignment.
- 6.2.5 In the event of the absence of a faculty member, substitute instruction shall be provided by full-time regular and/or temporary faculty for the first instructional day of absence, at no cost to the College.
- 6.3 A regular faculty member who starts and/or terminates employment during the contract year will have his/her total remuneration during the contract year calculated as if he/she had been on a per diem contract for the assigned duty days worked in the contract year.
- 6.4 Allowances
- 6.4.1 A Division Chair; Department Chair; Assistant Department Chair; Co-ordinator; Associate Director, Theatre Arts Program; Artistic Director, Theatre Arts Program shall receive an allowance per annum above his/her basic salary in accordance with Schedule A.
- 6.4.2 A Co-ordinator who has additional administrative responsibilities by virtue of reporting directly to a Division Chair shall receive an additional allowance per annum in accordance with Schedule A.
- 6.4.3 The Chair of Counselling shall be regarded as a Department Chair.

7. APPLICATION OF SCHEDULE

7.1 Initial Placement

- 7.1.1 Nothing in this Agreement shall prevent a faculty member from being hired on a salary above the minimum. The Association shall be advised of the name and initial placement on regular contract and salary schedule of each faculty member upon confirmation of appointment.
- 7.1.2 Placement of faculty above Step 11 on the salary scale shall be based on teaching and relevant work experience.
- 7.1.2.1 Experience in teaching at a recognized post-secondary institution will be counted on a 100% basis, with eight (8) sections (or equivalent full-time or part-time teaching load) being equal to one step on the salary scale.

- 7.1.2.2 Counsellors and librarians who have worked in such positions at recognized post-secondary institutions (or other institutions acceptable to the Dean or Director, Library Services) will receive credit on a 100% basis for each full-time equivalent year of experience.
- 7.1.2.3 Where the appropriate Dean agrees with the recommendation of the Division Chair and the department that other relevant work experience is required for employment in the area concerned, then recognition shall be given on the basis of one salary step for each full-time equivalent year of such experience.
- 7.1.2.3.1 Examples of such work experience may include but are not limited to the following: teaching, other employment, and research or studies beyond the Master's level.
- 7.1.2.3.2 Work experience used to establish Master's equivalency will not be included.
- 7.1.2.4 Other experience as a teacher, counsellor or librarian at a public or accredited private school will be counted on a 50% basis with each two (2) years of full-time equivalent experience being equal to one step on the salary scale.
- 7.1.2.5 Other relevant work experience, as adjudicated by the appropriate Dean or Director, Library Services may be counted on the basis of three (3) years of experience being equal to one (1) step on the salary scale.
- 7.1.2.6 Written documentation is required in proof of all instructional and work experience used for step placement.
- 7.1.2.7 The College shall inform a faculty member hired on or after the signing of this Collective Agreement of the initial placement calculation and provide a copy to the Langara Faculty Association
- 7.1.2.8 Where a faculty member of an institution within the BC College & Institute sector becomes employed within two (2) years by Langara College, initial placement shall be either the increment step based on the initial placement language in Article 7.1 of this Agreement, or the current or most recent salary step of the other institution, whichever is higher. This will only apply when the faculty member becomes employed in the same or a substantially similar field. The normal probation provisions will apply.
- 7.1.3 A faculty member who feels that an anomaly or inequity exists in initial placement on the salary scale may, within two (2) years of such initial placement, request a review by the President of the Association and the appropriate Dean or their delegates. The ultimate decision with respect to salary placement shall be made by the President **or delegate** and should this decision be unacceptable to the faculty member or Association he/she shall have access to the provisions of Article 4. of this Agreement.

7.2 Increments

- 7.2.1 Subject to the other provisions of this Agreement a faculty member will advance one step on the salary schedule on his/her increment date. The increment date is the anniversary of appointment provided that: the increment date for a faculty member who commenced on or before the fifteenth (15th) of any month shall be the first (1st) day of that month; the increment date of a faculty member who commenced after the fifteenth (15th) of any month shall be the 1st day of the month following.
- 7.2.2 Part-time service will result in a delay and alteration of the increment date so that the faculty member receives the increment at the beginning of the month following the month in which the equivalent of a full scheduled duty year appropriate to the area, program or discipline of commitment has been accumulated.
- 7.2.3 The increment date shall be delayed and altered accordingly if the faculty member is absent from duty without pay. The period of delay shall be one (1) month for each month of absence or any portion thereof exceeding ten (10) days.
- 7.2.4 In the case of absence because of illness, no change in the increment date shall be made for absence totalling sixty (60) assigned duty days or less in any contract year after the expiration of usable sick leave.
- 7.2.5 Any absence from duty with pay shall not result in a delay in the increment.
- 7.2.6 The increment date cannot be advanced.
- 7.2.7 Service as a substitute faculty member cannot be used for increment purposes and a substitute faculty member is not eligible for increments.
- 7.2.8 The increment date shall not be delayed for such periods during leave of absence without pay when on an assignment related to the faculty member's assignment and when so approved at the time the leave was granted.

7.3 New and Revised Rates

- 7.3.1 A change in a rate in the schedules of salaries or allowances applicable to a classification in which the duties have been altered substantially shall not be put into effect until both parties to this Agreement have approved the rate. In the event agreement cannot be reached within seven (7) working days, the matter of the rate shall be referred to an Arbitration Board established as provided in the final step of the grievance procedure.

- 7.3.2 A new rate applicable to a new classification shall be put into effect and the new rate shall be subject to the agreement of both parties to this Agreement. In the event agreement cannot be reached within seven (7) working days, the matter of the new rate shall be referred to an Arbitration Board established as provided in the final stage of the grievance procedure.
- 7.4 Recovery of Claimed Overpayments
- 7.4.1 It is the intention of Langara College to recover overpaid wages occurring due to such consequences as administrative delay or error. Upon the College determining that such an overpayment has occurred:
- 7.4.1.1 It may be corrected within two (2) months of that occurrence. The College shall inform the affected faculty member of the amount of the overpayment and the situation which gave rise to it, in advance of the payroll adjustment. Where a one-time payroll adjustment creates a significant financial hardship for the faculty member, the College will consider a faculty member's request for a schedule of recovery.
- 7.4.1.2 If overpayment of wages occurred which was not corrected within two (2) months of the error having occurred, the College will notify the affected faculty member in writing, with a copy to the LFA, specifying:
- a) the amount of overpayment claimed;
 - b) a general description of the situation which gave rise to the claimed overpayment;
 - c) a detailed calculation of the claimed overpayment;
 - d) the intended schedule of recovery;
 - e) the faculty member's right to consult with the LFA regarding this matter.
- 7.4.1.3 Should the faculty member or the LFA dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with the Manager, Human Resources Systems & Services and the Manager, Payroll and Benefits and an effort made to reconcile the calculation and to accommodate the faculty member regarding the schedule of recovery. If alternate arrangements are agreed, they shall be confirmed in writing to all concerned.
- 7.4.1.4 If agreement cannot be reached informally, the matter shall be dealt with through the grievance procedure commencing at Stage II and within the time limits prescribed therein and recovery shall not proceed until the grievance is ultimately resolved.
- 7.4.1.5 Notwithstanding the foregoing, if the faculty member voluntarily terminates employment with the College before recovery is accomplished, complete recovery shall form part of the normal end-of-employment reconciliation practices.

- 7.4.1.6 This agreement does not address nor apply to:
- a) Normal reconciliation at the end of employment for vacation or other such entitlements where such reconciliation is clearly specified in the Collective Agreement; or
 - b) Garnishees or other court-ordered claims initiated by a third party.

8. EMPLOYEE BENEFITS

8.1 Annual Vacation

8.1.1 Annual vacation entitlement for the complete year for all full-time faculty members is forty-four (44) working days.

8.1.2 Annual vacation for faculty members who work less than full-time shall be on a pro rata basis.

8.1.3 The annual vacation of forty-four (44) working days shall be taken at a time or times in accordance with Article 5.6 of the Agreement based on the needs of the College and taking into consideration the desires of the faculty member.

8.1.3.1 Annual vacation will normally be taken on the basis of one block of two (2) months, but other arrangements may be made by mutual agreement.

8.1.3.2 Annual vacation shall be approved in the following manner:

- a) faculty members will submit their vacation plans to their Department Chair, who shall recommend the vacation schedules in his/her department to the Division Chair for approval;
- b) Division Chairs' vacation, and the vacation of Department Chairs in the Library and Counselling, are subject to the approval of the appropriate Administrator;
- c) carryover of vacations must be approved by the appropriate Administrator;
- d) vacation plans submitted by faculty members for approval shall not be unreasonably denied.

8.1.4 A general "statutory" holiday which occurs during a vacation block is not considered to be part of the annual vacation entitlement.

- 8.1.5 Vacation leave shall be accrued on a pro-rata basis in the month in which a faculty member commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except pregnancy or parental leave), vacation leave shall be accrued on a pro-rata basis for the period of that month in which the faculty member was in receipt of pay.
- 8.2 General (Statutory) Holidays
- New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 8.2.1 Observation of Holidays
- When a general holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof. Where Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be holidays in lieu thereof.
- 8.2.2 Christmas Break
- A Christmas break shall be granted from December 24th through New Year's Day inclusive as a minimum, inclusive of the general (statutory) holidays or days observed in lieu thereof, in accordance with Article 8.2.1.
- 8.3 Spring Break
- 8.3.1 All faculty members shall be granted leave from duty with pay for a two-day spring break, scheduled normally for a consecutive Thursday and Friday in the latter half of the month of February.
- 8.3.2 For the term of this Collective Agreement, the spring break will be observed on the date specified in the College calendar.
- 8.4 Sick Leave
- 8.4.1 A faculty member shall earn sick leave credits at the rate of one and one-half (1-1/2) days for each month in which the faculty member is employed for half-time or more. A part-time instructor who qualifies shall receive the one and one-half (1-1/2) days credit on a pro rata basis.
- 8.4.2 When the faculty member is not on duty, the accumulation of sick leave credit will continue only if the absence is with pay, or in accordance with Article 9.4 (Pregnancy and Parental Leave).

- 8.4.3 Sick leave credits may be accumulated to a maximum of two hundred and sixty-one (261) working days.
- 8.4.4 An advance of ten (10) sick leave days will be made to an eligible faculty member whose accumulated sick leave credits become exhausted.
- 8.4.5 Accumulated sick leave credits are lost on termination of employment. However, such accumulated sick leave will be restored to a faculty member who can earn sick leave credits on recommencement of service within two (2) calendar years provided the previous termination was not caused by the faculty member and provided the faculty member has not refused a proposed contract from the College in that period.
- 8.4.6 Sick leave shall be accrued on a pro-rata basis in the month in which a faculty member commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except pregnancy and parental leave), sick leave shall be accrued on a pro-rata basis for the period of that month in which the faculty member was in receipt of pay.
- 8.5 College Pension Plan
- 8.5.1 Mandatory Enrolment
- Enrolment in the College Pension Plan shall be as set out by the ***College Pension Plan Regulation***.
- 8.5.2 Existing Faculty Members
- The College will encourage faculty who have not joined the College Pension Plan to do so. However, faculty on payroll as of January 28, 1999 who have not joined the College Pension Plan shall retain the right not to do so.
Additional information is available online at:
http://www.pensionsbc.ca/portal/page/portal/pen_corp_home/cpp_home_page
- 8.6 Medical and Extended Health Insurance
- 8.6.1 The College will pay 100% of the monthly premiums for basic coverage through the MSP plan of B.C. and Extended Health Benefit plan in accordance with the terms of the insuring company for faculty members employed one-half time or more who wish to participate in either or both plans. The College will pay 100% of the monthly premiums for basic coverage through the MSP plan of B.C. and Extended Health Benefit plan in accordance with the terms of the insuring company for all regular faculty members employed less than one-half time who wish to participate in either or both plans. Faculty who are eligible for employer-paid benefits may opt to continue the plan when on leave in accordance with Article 9.1.2.

- 8.6.1.1 Faculty employed on temporary contracts who are employed at less than one-half time and who wish to participate must purchase at their own expense either or both plans. In such cases, premiums shall be collected by payroll deduction. Such faculty shall be offered one opportunity to purchase these plans. Faculty opting to purchase these plans may not subsequently opt out during the course of active employment.
- 8.6.1.2 All faculty members who are participating in the basic MSP plan of B.C. and/or the Extended Health Benefit plan, upon completion of a period of active employment, may elect to continue coverage at their own expense (by post-dated cheques) for a period not to exceed seven (7) months, provided the College has given them a reasonable expectation of a subsequent contract.
- 8.6.1.3 Health and welfare benefits coverage will cease on the day that a faculty member's employment terminates

8.6.1.4 Extended Health Benefits

Subject to and in accordance with the terms of the insuring company and the provisions of the Extended Health Plan, Extended Health Benefits include:

- Total lifetime coverage level is unlimited.
- Reimbursement level of claims is 95%.
- Hearing Aid benefit claims will be to a maximum of \$1,000 every four (4) years.
- Orthotics (including arch supports) when prescribed by a Physician or Podiatrist for chronic or post-traumatic foot problems, to a maximum of \$200 in a calendar-year.
- Charges for the purchase and/or repair of eyewear when prescribed by a Physician or Optometrist, to a maximum of \$500 in a two (2) calendar-year period.
- Eye examinations to a maximum of \$75.00 every two (2) years.
- **Effective May 25, 2011:**
 - **Deductible of \$50 per person or family each calendar year.**
 - **Reimbursement of \$15 per visit for the first 6 visits for certain Practitioners (chiropractor, massage practitioner, naturopath, physiotherapist and podiatrist) subject to the plan's maximum benefit amount and reimbursement . The full amount will be paid for any further visits to these Practitioners, subject to the reimbursement percentage, any remaining benefit, and reasonable and customary limits as specified by the Insurer.**

Additional information regarding the specific provisions of the extended health benefit plan is available online at:

<http://www.langara.bc.ca/administrative-services/human-resources/media/documents/benefit-booklets/PBC-LFA.pdf>

- 8.6.1.5 A retiring faculty member who is enrolled in MSP and Extended Health Benefits in accordance with this collective agreement and who has applied for a pension with the College Pension Plan shall have this health benefit coverage maintained until the commencement of pension health and welfare benefits, and in any event no later than ninety (90) days following the date of the faculty member's retirement.
- 8.7 Group Life and Accidental Death and Dismemberment (AD&D) Insurance (Compulsory)
- 8.7.1 The following faculty members shall participate in the Group Life and AD&D Plans:
- 8.7.1.1 All regular faculty members employed at one-half time or more -- from the beginning of the first complete month of employment.
- 8.7.1.2 All temporary faculty members - at the beginning of the first complete month following completion of one (1) year's continuous service who are employed half-time or more on that date.
- 8.7.1.3 Group Life and AD&D Insurance coverage are each provided in accordance with the terms of the contract with the insuring company on the basis of three times annual salary to the next higher one thousand dollars (\$1,000). The College shall pay the entire premium cost of Group Life Insurance and AD&D Insurance.
- 8.7.1.4 All faculty members who are participating in the Group Life and AD&D insurance plans, whose appointment drops to less than one-half time, may elect to continue coverage on the plans at their own expense (by post-dated cheques) as long as they are employed.
- 8.7.1.5 A faculty member who retires at or beyond the age of fifty-five (55) years and who is in receipt of a pension under the provisions of the **College Pension Plan Regulation** shall continue to enjoy group insurance coverage (except AD&D) in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost of the continuing insurance borne by the College.
- 8.7.1.6 Voluntary Life Insurance Coverage
- Faculty members who are participating in the group life insurance plan may elect additional group life insurance coverage for themselves and/or their

spouse by payment of the necessary premiums through payroll deductions in increments of \$10,000 to a maximum of \$300,000 in accordance with the terms of the contract with the insuring company.

8.7.1.7 Faculty members who have become eligible for group life insurance and AD&D in accordance with either Article 8.7.1.1, 8.7.1.2 or 8.7.1.4, upon completion of a period of active employment, may continue their coverage including voluntary group life insurance and AD&D by purchasing it at their own expense (by post-dated cheques) for a period not to exceed seven (7) months, provided the College has given them a reasonable expectation of a subsequent contract. Coverage may be increased only during a period of active employment.

8.8 Salary Indemnity

8.8.1 Short-Term Salary Indemnity

Short-Term Salary Indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit: 70% of salary to a maximum of \$1000 per week.

Duration of benefit: 52 weeks

Benefit effective: upon expiration of sick leave or fifteen (15) working days, whichever last occurs.

Eligibility: Regular faculty employed one-half (½) time or more:
Coverage commences on the first day of the month coincident with or following date of appointment as regular.
Temporary faculty employed one-half (½) time or more:
Coverage commences on the first day of the month coincident with or following one (1) year of continuous service at half-time or more.

8.8.1.1 When on approved short-term salary indemnity, the College shall continue to pay the premiums for MSP, Extended Health and Group Life/AD&D. The faculty member must continue their long-term disability premiums and may purchase their dental coverage by providing post-dated cheques.

The premium cost of salary indemnity coverage shall be borne entirely by the College.

8.8.2 Long-Term Salary Indemnity

Long-Term Salary Indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of benefit: 70% of salary to a maximum of **\$3,792**.

Duration of benefit: until retirement or as otherwise provided.

Benefit effective: upon expiration of Short-Term Salary Indemnity coverage.

Eligibility: Regular faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following date of appointment as regular.
Temporary faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following one year of continuous service at half-time or more.

The premium cost of Long-Term Salary Indemnity coverage shall be borne entirely by the faculty member and shall be paid by means of payroll deductions.

8.8.2.1 When on approved long-term salary indemnity, the Faculty member may opt to pay the premiums for MSP, Extended Health and Dental coverage by providing post-dated cheques. STD and LTD premiums are not required and Group Life and AD&D premiums are waived.

8.9 Premium Savings

It is hereby understood and agreed that premium savings accrued by virtue of Employment Insurance Commission assessments or experience refunds paid since October 1, 1975, from the insurance company or other sources, shall be used to partially offset the costs of salary indemnity and future benefit improvements.

8.10 Payment on Decease

In the event of death of a regular faculty member with at least one (1) year of service, the College will pay to the widow or widower, or if there is no widow or widower, to the estate of the deceased, one (1) month's salary (1/12th of the annual salary) exclusive of any amount already earned by the deceased up to the date on which he/she last served.

8.11 Employment Insurance

Faculty members shall be covered for Employment Insurance insofar as the statutes permit.

8.12 Employer Contributions

Employer's contributions as prescribed in Article 8.5 and 8.6 shall be applied towards the monthly premium for the faculty member in such a manner as to maximize within the law, the benefits to the faculty member for taxation purposes. Under no circumstances will the employer pay any portion of the premiums for Long-Term Salary Indemnity.

8.13 Group of Coverage

For purposes of the benefit plans, the total group covered by the plans will, where advantageous, be a coalition of members of the Langara Faculty Association; The Vancouver Community College Faculty Association; College Staff and Administrators and other College-related groups. Under such a coalition, determination of percentage of group participation shall be a deployment or interpretation of the group or sub-group composition for the best advantage of the greatest numbers.

8.14 Dental Plan

A dental plan shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

8.14.1 Basic Dental Services (Plan A) paying for 100% of the approved Schedule of Fees.

8.14.1.1 Plan A standard oral examinations, polishing and topical fluoride shall be twice per calendar year.

8.14.2 Prosthetics, Crowns and Bridges (Plan B) paying for 60% of the approved Schedule of Fees.

8.14.3 Orthodontics (Plan C) paying for 60% of the approved Schedule of Fees to a maximum of \$2,500 per person.

Additional information regarding the specific provisions of the dental benefit plan is available online at:

<http://www.langara.bc.ca/administrative-services/human-resources/media/documents/benefit-booklets/PBC-LFA.pdf>

8.14.4 All regular faculty employed at one-half time or more shall as a condition of the dental plan contract be covered from the first (1st) of the month following the date on which they complete one (1) month of service. The College shall pay 100% of the monthly premiums. Faculty who are eligible for the employer-paid dental plan contract may opt to continue the plan when on leave in accordance with Article 9.1.2.

- 8.14.4.1 Regular faculty employed at less than one-half time may purchase at their own expense dental plan coverage. In such cases, premiums shall be collected by payroll deduction. Such faculty shall be offered one opportunity to purchase this plan. Faculty opting to purchase dental plan coverage may not subsequently opt out of the plan during the course of active employment.
- 8.14.5 Temporary faculty shall as a condition of the dental plan contract be covered from the first (1st) of the month following the date on which they complete twelve (12) months of continuous service at half time or more. The College shall pay 100% of the monthly premiums.
- 8.14.6 All faculty members who are participating in the dental plan, upon completion of a period of active employment, may elect to continue coverage at their own expense (by post-dated cheques) for a period not to exceed seven (7) months, provided the College has given them a reasonable expectation of a subsequent contract.
- 8.14.7 A retiring faculty member who is enrolled in Dental Benefits in accordance with this collective agreement and who has applied for a pension with the College Pension Plan shall have this dental benefit coverage maintained until the commencement of pension dental benefits, and in any event no later than ninety (90) days following the date of the faculty member's retirement.
- 8.15 For the purposes of Articles 8.6, 8.7 and 8.14, active employment means periods of paid employment, all periods of leaves of absence with pay, and pregnancy and parental leave.
- 8.16 Registered Retirement Savings Plan - Payroll Deductions
- A faculty member may authorize the College to deduct a specified amount from his/her wages each month whereby tax deductions at source will be adjusted to accommodate the deduction. In authorizing such deduction, the faculty member shall absolve the College of any responsibility for such funds following their remittance to the trust company. Amounts so deducted shall be remitted by the College by the tenth (10th) of the month following to a single designated trust company in the faculty member's name. It shall devolve upon the faculty member to direct the trust company with respect to the investment of such funds.

9. LEAVES OF ABSENCE FROM DUTY

Leaves of absence from duty for regular and temporary faculty members will be available as follows:

- 9.1 General
- 9.1.1 Every faculty member has the obligation to be on duty on his/her duty days unless granted leave of absence from duty.
- 9.1.2 Upon approval of Leave of Absence Without Pay of more than half-time, a faculty member may immediately exercise the option for continuation of medical, dental, group life insurance, AD&D and pension benefits (where approved by the **College Pension Board of Trustees**) by payment of the necessary premiums, both employee and employer shares, where the faculty member would not otherwise be eligible for College-paid benefits premiums.
- 9.2 Leave for Illness or Injury
- 9.2.1 Absence owing to illness or injury shall be with pay for a period not exceeding the accumulated sick leave credits as set out in Article 8.4.
- 9.2.2 Faculty members who have exhausted their sick leave credits shall be covered by the Short Term Salary Indemnity coverage in accordance with Article 8.8.1.
- 9.2.3 The College may require that a faculty member absent due to illness, submit to a medical examination by a qualified medical practitioner mutually agreed upon.
- 9.2.4 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this clause, ultimately recovered under a contract of motor vehicle insurance, shall be repaid directly to the College by the motor vehicle insurance underwriter and the corresponding number of sick leave credits restored to the account of the individual faculty member.
- 9.2.5 Illness or Injury Covered by Workers' Compensation
- 9.2.5.1 a) If a faculty member is absent due to a work-related illness or injury covered by Workers' Compensation, the College shall continue to pay his/her full salary.
- b) Workers' Compensation wage loss benefits will be paid directly to the College.
- c) During the period a faculty member is in receipt of Workers' Compensation benefits, the College shall continue to pay all required premiums for pension, health and welfare, and all other benefits.
- 9.2.5.2 The charge against the sick leave credits will be in the same proportion that the College's payment bears to the full salary of the faculty member computed at the end of each month to the nearest half-day.

9.2.6 In keeping with the provisions of the salary indemnity insurance contract with the insuring company, any amount of sick leave benefits paid under this clause, ultimately recovered under a contract of motor vehicle insurance, shall be repaid directly to the College by the motor vehicle insurance underwriter and the corresponding number of sick leave credits restored to the account of the individual faculty member.

9.3 Compassionate or Family Illness Leave

Definition

9.3.1 For the purpose of this clause references to family members include: spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. (All references to spouse in this clause include, heterosexual, common-law and same sex partners.)

9.3.1.1 A faculty member will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the College.

9.3.2 A faculty member will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

A faculty member who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The faculty member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the faculty member were not on leave.
- (b) Where a faculty member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the College will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

(d) A faculty member who returns to work following a leave granted under this provision shall be placed in the position the faculty member held prior to the leave or in a comparable position.

9.3.2.1 Should a faculty member require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) weeks period specified in Article 9.3.2 above. Such additional leave shall be pursuant to Article 9.7 Personal Leave.

9.4 Pregnancy and Parental Leaves

When on pregnancy or parental leave, a faculty member will receive a Supplemental Employment Benefit (SEB) payment added to Employment Insurance benefits as described in Appendix I.

9.4.1 Birth Mother

(Also see Supplemental Employment Benefit (SEB), Appendix I)

9.4.1.1 The College shall grant pregnancy and parental leave to a pregnant faculty member in accordance with the provisions of the Employment Standards Act for periods up to a maximum of fifty-two (52) consecutive weeks.

9.4.1.2 For pregnancy and parental leave benefits of the Employment Standards Act to apply, the pregnant faculty member must ensure the appropriate certificates of a duly qualified medical practitioner are provided to the President of the College **or delegate**, as indicated in that Act.

9.4.1.3 The College shall make its premium contributions for pension, medical, extended health, group life, STD and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the pregnancy and parental leave. Vacation and sick leave benefits and increment entitlement will only accrue for the duration of the pregnancy and parental leave falling within the time limits prescribed in the said Act.

9.4.1.3.1 A faculty member who returns to work following a parental leave shall retain the seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of the leave.

9.4.1.3.2 A faculty member who returns to work following a parental leave shall be placed in the position the faculty member had prior to the leave or in a comparable position.

9.4.1.3.3 A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken

- 9.4.1.3.4 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the parties will negotiate mutually acceptable dates.
- 9.4.1.4 The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved pregnancy and parental leave.
- 9.4.2 Parental Leave
- 9.4.2.1 Leave for Birth of Child
(Also see Supplemental Employment Benefit, SEB, Appendix I)
- 9.4.2.1.1 Upon the birth of a child, a faculty member/spouse shall, upon application to the President **or delegate**, be entitled to three (3) days' paid leave for birth of a child. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate. In keeping with the provisions of the various College insurance policies and for the purposes of this Article, spouse shall be as defined in Article 2.1.7. This clause does not apply to the birth mother.
- 9.4.2.2. Parental Leave (Birth Father)
(Also see Supplemental Employment Benefit, SEB, Appendix I)
- 9.4.2.2.1 The College will grant up to fifty-two (52) weeks of parental leave to the birth father in accordance with the provisions of the Employment Standards Act beginning after the child's birth and within fifty-two (52) weeks of the birth.
- 9.4.2.2.2 The College shall make its premium contributions for pension, medical, extended health, group life, STD and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the parental leave. Vacation and sick leave benefits and increment entitlement will only accrue for the duration of the parental leave falling within the time limits prescribed in the Employment Standards Act and provided the faculty member returns to duty at the completion of the parental leave.
- 9.4.2.2.3 A faculty member who returns to work following a parental leave shall retain the seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of the leave.
- 9.4.2.2.4 A faculty member who returns to work following a parental leave shall be placed in the position the faculty member had prior to the leave or in a comparable position.

- 9.4.2.2.5 A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.
- 9.4.2.2.6 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the parties will negotiate mutually acceptable dates.
- 9.4.2.2.7 The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved parental leave.
- 9.4.2.3 Leave for Adoption of a Child
(Also see Supplemental Employment Benefit, SEB, Appendix I)
- 9.4.2.3.1 Upon the adoption of a child, a faculty member shall, upon application to the President **or delegate**, be entitled to five (5) days' paid parental leave. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate. A faculty member applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are faculty members under the terms of this Collective Agreement, only one (1) faculty member shall be entitled to leave under the provisions of this clause.
- 9.4.2.4 Parental Leave (Adopting Parent)
- 9.4.2.4.1 The College shall grant further parental leave for adoption of a child in accordance the provisions of the Employment Standards Act for a period of up to a maximum of fifty-two (52) weeks without termination of contract.
- 9.4.2.4.1.1 A faculty member who is an adopting parent shall provide the College with as much notice as possible in advance of the commencement date of the leave.
- 9.4.2.4.2 The College shall make its premium contribution for pension, medical, extended health, group life, STD and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the leave for adoption. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the parental leave for adoption falling within the time limits prescribed in the Employment Standards Act and provided the faculty member returns to duty at the completion of the parental leave for adoption.
- 9.4.2.4.3 A faculty member who returns to work following a parental leave shall retain the seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of the leave.

- 9.4.2.4.4 A faculty member who returns to work following a parental leave shall be placed in the position the faculty member had prior to the leave or in a comparable position.
- 9.4.2.4.5 A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.
- 9.4.2.4.6 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar the parties will negotiate mutually acceptable dates.
- 9.4.2.4.7 The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved parental leave.
- 9.4.2.5 Additional Parental Leave
- 9.4.2.5.1 Upon written request, a faculty member shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to statutory requirements. Statutory requirements are as follows:
- birth mothers 52 weeks
 - birth fathers 37 weeks
 - adopting parents 37 weeks
- 9.4.2.5.1.1 A faculty member shall notify the College with as much notice as possible in advance of the commencement date of the leave.
- 9.4.2.5.2 Leave taken under this provision shall commence:
- 9.4.2.5.2.1 for the birth mother, immediately after the end of the leave taken under the pregnancy and parental leave provisions unless the College and the faculty member agree otherwise.
- 9.4.2.5.2.2 for the birth father, after the child's birth and within fifty-two (52) weeks of the birth.
- 9.4.2.5.2.3 for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.
- 9.4.2.5.3 Benefits Continuation
- 9.4.2.5.3.1 The College will maintain coverage for medical, extended health, dental, group life, STD and long term disability benefits for leaves taken under this clause and will pay the College's portion of premiums.
- 9.4.2.5.3.2 A faculty member who returns to work following this leave shall retain the

seniority the faculty member had attained prior to the leave and shall accrue seniority for the period of leave.

9.4.2.5.3.3 A faculty member who returns to work following this leave shall be placed in the position the faculty member held prior to the leave or in a comparable position.

9.4.2.5.3.4 A faculty member who has taken leave under this provision is entitled to all increases in wages and benefits the faculty member would have been entitled to had the leave not been taken.

9.4.2.5.3.5 Where the proposed commencement of the leave or return to work does not coincide with the instructional calendar, the parties will negotiate mutually acceptable dates.

9.5 Bereavement Leave

9.5.1 In the case of death in the immediate family, for a period not to exceed five (5) working days with no loss of pay and benefits provided the faculty member has notified the Division Chair (or appropriate **Administrator** if there is no Division Chair). References to family include spouse, children, children's spouse, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. All references to spouse within the leave provisions of this clause include, heterosexual, common-law and same sex partners.

9.6 Funeral Leave

9.6.1 With the approval of the Division Chair (or appropriate **Administrator** if there is no Division Chair) up to one-half day with pay but not in addition to bereavement leave.

9.7 Personal Leave

9.7.1 The College may grant, with the approval of the President **or delegate**, a leave of absence, either full-time or part-time, with or without pay, to a faculty member for any reason, up to twenty-four (24) consecutive months. Such leaves shall not be unreasonably denied. Where an application for general leave is denied, the applicant will be provided with a written explanation for the denial of the leave.

9.8 Union Leave

9.8.1 The Association may purchase release time at replacement costs. Such leaves shall not be unreasonably withheld.

9.8.2 With the approval of the President **or delegate**, faculty members delegated by the Association to attend to Association affairs may be granted necessary leave of absence with pay to accommodate such involvement, it being understood that such leave of absence shall be mutually agreed between the President and the Association and that such approval shall not be unreasonably withheld.

9.8.3 Association Representatives

9.8.3.1 Representatives of the Association shall report to and make arrangements with their respective Department Chairs when it becomes necessary for them to be absent from duty for the purpose of carrying on negotiations and to prepare for and attend any meetings with the administration of the College directly connected with management-employee relations.

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

9.8.3.3 The Chief Steward and Stewards shall be granted a reasonable amount of leave from normal duties with full pay and benefits to perform their duties as Stewards pertaining to grievance and/or contract administration. They shall make scheduling arrangements with their respective Department Chairs to ensure that the needs of the department are met.

9.8.3.4 Where, after consultation, the College agrees replacement faculty are required to replace Association representatives who are scheduled to meet with College representatives regarding the employment relationship, the College shall cover the costs of such replacements.

9.8.4 Longer Term Leave

9.8.4.1 The College shall, upon request from the Association, grant a full-time or part-time leave of absence to a member of the Association for the purpose of performing duties with the Association or the College-institute Educators' Association of British Columbia, provided that:

- a) requests for such leave are made, in writing, by the Association President to the College President **or delegate** wherever possible at least two (2) months prior to the commencement of such leave;
- b) such leaves shall not exceed two (2) years in length, except by mutual agreement;
- c) the needs of the department can be met; and
- d) the Association shall notify the College four (4) months in advance of the return to the College of an instructor on leave where such leave is in excess of four (4) months.

- 9.8.4.2 The College shall continue to pay a faculty member, granted leave under Articles 9.8.2 and 9.8.4.1, full pay and benefits for which the Association shall reimburse the College for the amount of the faculty member's replacement cost as agreed between the parties.
- 9.8.4.3 The faculty member shall continue to accrue seniority and all salary and benefit entitlements, as if he/she were not on leave.
- 9.9 Leave of Absence for College Committees
- 9.9.1 A faculty member whose assigned work schedule would prevent her/him from attending meetings of a college committee to which s/he has been elected or appointed, will be granted a leave of absence from her/his regular duties without loss of pay or other entitlements to attend such meeting(s).
- 9.9.2 Where such leave is granted, the College will replace the faculty member as necessary. Costs arising from this provision will not be charged against the program area of the participating faculty member.
- 9.10 Jury Duty and Court Appearances
- 9.10.1 Leave of absence without loss of pay and benefits will be provided to a faculty member
- summoned to serve on a jury, or
 - when subpoenaed or summoned as a witness in a criminal or civil proceeding, or
 - when appearing in defence after being charged with a crime or traffic offence if acquitted there-from, or
 - when the faculty member accompanies a dependent child when the child is subpoenaed or summoned to appear as a witness in a criminal or civil proceeding.
- 9.10.2 In order to qualify for permission from the Division Chair to be absent with pay, the faculty member shall produce a summons or subpoena or submit such other evidence as will show the necessity of attendance at court. A faculty member in receipt of pay or benefits under this article shall also provide a statement from an official of the court of the time taken and the fees (if any) paid, and has the responsibility to reimburse the College all monies paid to him/her by the Court, except travelling and meal allowances not reimbursed by the College.
- 9.11 Public Service Leave of Absence
- 9.11.1 Public service leave of absence may be granted with the approval of the President **or delegate** and shall be without pay unless otherwise specified.

- 9.11.2 For the purposes of this Article, public service shall be defined as, but not limited to:
- a) municipal office, provincial office, federal office, school board;
 - b) elected office in a professional organization or non-profit society;
 - c) elected office in a political or public service organization.

9.11.3 The College may grant a leave of absence without pay to a faculty member to engage in election campaign activities in a municipal, provincial or federal election to a maximum of ninety days. Such leaves will not be unreasonably denied.

- 9.11.4 The College will grant a leave of absence without pay to a faculty member:
- a) to seek election in a municipal, provincial or federal election to a maximum of ninety days.
 - b) Where elected to public office, for up to two (2) consecutive terms of office, provided the faculty member agrees to give at least four (4) months' notice of intention to return to work at the end of the leave.

The request for the leave of absence must be submitted at least two weeks prior to the first day of the leave period.

9.11.5 The College may, at its discretion, require that the length of a leave coincide with the beginning or end of a semester or term of instruction.

9.11.6 The replacement faculty member will be deemed to have been served notice of reduction upon appointment.

9.11.7 Faculty members in pursuit of a political office or on the behalf of others, shall not carry out any political activities on College time, on College premises or with College equipment/services, without prior approval.

9.12 Exchange Leave

9.12.1 For the purpose of Exchange Leave, "institution" refers to College of New Caledonia, College of the Rockies, Capilano **University**, Douglas College, Kwantlen **Polytechnic** University, **Vancouver Island** University College, North Island College, Northern Lights College, Northwest Community College, Okanagan College, Selkirk College, University of the Fraser Valley, Vancouver Community College.

Request for leave shall be made with sufficient notice to enable the College to assess the qualifications of the incoming exchanging individual and to ensure that other necessary arrangements are appropriately in place.

9.12.2 A faculty member holding a regular or continuing appointment may exchange her/his position and responsibilities with a qualified person from another institution for a fixed period of time with the agreement of the faculty member's Department and the College.

9.12.3 The faculty member will continue to receive regular salary and benefits for the duration of the exchange. The exchanging individual will be paid by her/his institutional employer.

9.12.4 Where there are large inequities in cost of living between the location of the exchanging individual, the College and the faculty member may discuss whether further assistance is required to facilitate the exchange.

9.13 Deferred Salary Leave

9.13.1 The College will continue to provide a deferred salary leave plan consistent with Regulations issued by Revenue Canada under the *Income Tax Act*.

9.14 Renewal Leave for Excellence

9.14.1 In order to provide faculty members with an opportunity for renewal, the College may, with the approval of the President **or delegate**, grant unpaid Renewal Leaves of between six (6) and twelve (12) consecutive months, provided the following conditions are met:

- a) the faculty member is a regular faculty member at commencement of leave granted hereunder;
- b)
 - i) the faculty member is on the maximum step of the salary range, or
 - ii) the faculty member has at least ten (10) calendar years of service as a regular faculty member with ongoing work at half (1/2) time or more
- c) an appropriately qualified and experienced replacement is available to assume the faculty member's responsibilities;
- d) the ultimate replacement faculty member is at a step of the salary range which results in no additional cost to the College; and
- e) the faculty member has not taken twelve (12) months of Renewal Leave for Excellence within the previous three (3) years.

9.14.2 Procedure

The procedure for application and allocation shall be as follows:

Faculty members shall normally submit written applications for Renewal Leave a minimum of three (3) months prior to the start of the fiscal year in which the leave is to commence; however, submissions at other times will not unreasonably be denied.

9.14.3 Agreement

9.14.3.1 A faculty member has the right to accept or decline an offer by the College of unpaid Renewal Leave for Excellence within thirty (30) days of the offer being proposed. Agreement shall be in writing and shall set out the period of the leave and any benefits and stipulations attendant thereto.

9.14.3.2 Acceptance must take place by the termination date of this agreement; however, leave may commence or extend beyond the termination date of this agreement.

9.14.4 Incentive

Renewal Leave for Excellence shall be unpaid but will carry with it the following benefits:

- a) *medical, extended health, group life and dental insurance benefits (dental for first three (3) months only);
- b) a stipend of \$1,200 per month for full-time faculty members and pro rata for part-time faculty members.

9.14.5 Stipulations

9.14.5.1 A faculty member on unpaid Renewal Leave for Excellence must advise the College, in writing, no later than two (2) months prior to expiration of the leave confirming intention to return to duty.

9.14.5.2 A faculty member who works elsewhere while on leave and has any of the insurance benefits* provided at a rate of contributions equal to or superior to the College's is required to notify the College and take the benefits available elsewhere.

9.14.5.3 A faculty member on unpaid Renewal Leave for Excellence who becomes disabled and who has sick leave to his/her credit, shall, concurrent with the commencement of said disability, be placed on internal sick leave and the Renewal Leave for Excellence shall immediately cease.

9.14.5.4 A faculty member on a Renewal Leave for Excellence of six (6) months shall return to the service of the College for six (6) months, and in cases of a twelve (12) month leave shall return for one (1) year. Faculty shall return to duty at a workload level at least equal to their contractual workload immediately prior to commencing leave. In the event that a faculty member fails to do so, they shall refund the amount paid by the College to the faculty member while on leave on a pro-rata basis.

9.14.6 Advice to Association

The Association shall be advised of any offer of unpaid Renewal Leave for Excellence made to a faculty member.

9.15 Educational Leave

9.15.1 Education Leave shall be granted in accordance with the definitions and procedures outlined in Article 23.

10. SELECTION, APPOINTMENT, EVALUATION, TERMINATION

10.1 Authority

The President or delegate shall appoint and promote faculty members. The President shall terminate faculty members.

10.2 Selection

10.2.1 Before making an appointment of a regular or a temporary faculty member likely to be appointed for one (1) term or longer, the President or delegate shall consider the advice of a joint administration/faculty selection committee established for the purpose. The authority of the selection committee shall be limited to making a recommendation for appointment. Such recommendation shall be forwarded to the President or delegate, for approval prior to an offer of employment being made to the successful candidate.

10.2.2 The selection committee shall consist of the Dean or Dean's delegate; the Division Chair, where applicable, or delegate; the Department Chair or the Assistant Department Chair or the Coordinator, named by the Department Chair (or by the Division Chair where there is no Department Chair); two faculty members from the area involved, selected by the department, and one faculty member at large named by the Association. The function of the Dean's delegate shall be restricted to monitoring the selection process. The Dean's delegate shall have voice, but not vote on the committee. The number of faculty members from the area involved, selected by the department, may exceed two with the approval of the President **or delegate**. The area is the subject or program area (or department if subject or program area is too small).

In cases where, due to time constraints, a selection emergency arises, the composition of a selection committee may be altered by mutual agreement of the parties.

10.2.3 Job Posting

10.2.3.1 Subject to Articles **10.5.3.4**, 10.3.5.4, 10.3.5.5 and 10.3.5.6, the College shall post all vacancies internally for a period of ten (10) working days, except for vacancies of less than four-month duration and vacancies with less than one (1) month's notice prior to the start date. Vacancies shall be posted in prominent locations on campus identified by the Association. Notices of unposted vacancies shall be circulated to all faculty within the department concerned.

10.2.3.2 Appointments for instructional positions filled without posting on an emergency basis as described above shall not exceed the teaching term of that position. A Faculty member appointed to a first contract on an emergency basis under the provision of the Article shall be considered a temporary Faculty member with the exception that they shall not be entitled to the provisions of Article 10 (except 10.2.3.2 and 10.3.5.2), 15, 22, 24 and 25.

10.2.3.3 Should a vacancy extend beyond the periods identified above, it shall be posted in accordance with Article 10.2.3.1.

10.2.3.4 Posting of vacancies may be waived by agreement of the Association.

10.2.3.5 a) Information

 The job posting shall contain the following information:

- i) the department, title, subject area, and a short description of the duties of the position;
- ii) a statement of required qualifications;
- iii) whether the position is temporary or regular, and if temporary, the length of the appointment;
- iv) whether the position is full-time or part-time, and if part-time, the proportion of a full-time position;
- v) the start date, deadline for applications, and any other relevant information.

b) The Association shall be provided with copies of all postings at the time they are posted.

10.2.4 Selection Procedure

10.2.4.1 Internal applicants shall be defined as all applicants with seniority in accordance with Article **12.5**.

- 10.2.4.2 In filling a posted vacancy, first consideration shall be given to internal applicants who meet the stated qualifications. All Faculty members who meet the stated qualifications for the posted vacancy shall be interviewed by the Selection Committee. Past service and evaluations shall be considered by the Committee. The best qualified candidate shall be recommended for appointment to the position.
- 10.2.4.3 Where the qualifications of two or more of the applicants are relatively equal, the applicant with the greatest seniority shall be recommended for appointment to the position.
- 10.2.4.4 In establishing the qualifications, and in evaluating the qualifications and past performance of the applicants, the committee shall act in good faith, in a fair and reasonable manner, and shall not act in an arbitrary or discriminatory fashion.
- 10.2.4.5 Following the interviews, the committee will submit its recommendations containing a list of qualified candidates in order of preference, through the appropriate Dean to the President or delegate.
- 10.2.4.6 New faculty members shall be appointed only when there are no qualified internal applicants.
- 10.2.4.7 If there are no qualified internal applicants, the selection committee may consider external applications, in accordance with the procedure outlined above.
- 10.2.4.8 Internal applicants will be advised as soon as possible of the selection committee's decision that the committee will be considering external applications in accordance with Article 10.2.4.7.
- 10.2.4.9 Following the interviews, the committee will submit its recommendations containing a list of qualified candidates in order of preference, through the appropriate Dean to the President or delegate.

10.3 Appointments of Faculty Members

10.3.1 Three-Year Regular Contract

- 10.3.1.1 The first contract for a regular faculty member shall be for a three-year period. The first year of the three-year contract shall be a probationary period and the contract is subject to termination by the College President or delegate at any time upon three (3) months' notice during the probationary period. However, for faculty who have completed the equivalent of two (2) full-time years of duty, this one-year period shall be considered as non-probationary. Except for temporary contracts in accordance with Article 10.3.5.1 and substitute contracts in accordance with Article 2.1.4, all faculty shall be hired initially on three-year regular contracts.

- 10.3.1.2 At least six (6) months prior to the termination date of the contract, the regular faculty member shall be offered a continuing contract or, in the case of necessary faculty reduction, or an unsatisfactory evaluation report, be advised in writing of the reasons that such an offer is not to be made. In case of reduction, Article **10.5.3** shall apply.
- 10.3.2 Faculty members shall normally be evaluated twice prior to being offered a continuing contract. In exceptional circumstances, when a faculty member has received an unsatisfactory evaluation report, the faculty member may be evaluated one additional time.
- 10.3.3 Continuing Contract
- 10.3.3.1 The second contract for a regular faculty member is the continuing contract for continuing employment. A continuing contract will not be offered to any faculty member who is not deemed to have a Master's degree or equivalent in accordance with the agreed criteria. Those faculty members having a continuing appointment as of August 1975 will not be affected by this clause.
- 10.3.3.2 Consideration for continuing contract requires the equivalent of three (3) full-time years of regular appointment.
- 10.3.3.3 By mutual agreement, in writing, a faculty member on a continuing contract can be employed on a less than full-time basis.
- 10.3.3.4 A faculty member employed on a less than full-time basis as provided in Article 10.3.3.3 above, shall be entitled to all benefits according to his/her reduced earnings.
- 10.3.4 Additional Regular Contracts
- 10.3.4.1 Additional three-year regular contracts may be offered to a regular faculty member who does not possess a Master's degree or the equivalent, and who is not offered a continuing contract.
- 10.3.4.2 Additional regular contracts shall be offered to faculty who have taught as part-time regular faculty in order to complete eligibility for continuing contract.
- 10.3.4.3 Faculty members on additional regular contracts will be offered a continuing contract:
- a) immediately upon advising the College of completion of a Master's degree or agreed criteria in accordance with Article 10.3.3.1;
 - b) immediately upon completion of the equivalent of three (3) full-time years of regular contract service.

10.3.5 Temporary Contracts

10.3.5.1 Temporary contracts may be used in cases of replacement of regular faculty on leave or on other assignments in the College and in cases of work that is not expected to be ongoing. Temporary contracts will be reviewed at the end of one (1) year to determine the appropriateness for conversion to a regular contract.

10.3.5.1.1 In the event of a dispute as to whether the need for services can reasonably be expected to be ongoing, the matter shall be referred to a committee consisting of the appropriate Dean or delegate, the Department Chair or delegate (or the Division Chair if there is no Department Chair), and a faculty member named by the Association.

10.3.5.2 The contract for a temporary faculty member shall contain commencing and ending dates. Such a contract is subject to termination on one (1) week's notice during the first two (2) weeks of the College term due to insufficient enrolment in the area in the view of the President **or delegate**.

10.3.5.3 Instructional faculty members, on initial hire, or on a first temporary contract shall be appointed up to one (1) month prior to the start of scheduled instruction for the purpose of course preparation.

10.3.5.4 Additional work shall be offered to qualified part-time regular faculty within the department, prior to being offered to temporary faculty in the department.

10.3.5.5 Temporary faculty members who have had a satisfactory evaluation shall be subsequently reappointed to the same work, should the work be continuing, subject to Article 10.2.3.2.

10.3.5.6 Subject to 10.3.5.4 above, the selection committee will give first consideration to temporary faculty members within the department, in accordance with the selection procedure as set out in Articles 10.2.4.2, 10.2.4.3, 10.2.4.4 and 10.2.4.5, for additional work within the department prior to posting. Such employment shall not constitute a vacancy pursuant to Article 10.2.3.1.

10.3.6 Appointment to Regular Contract

10.3.6.1 Upon completion of the equivalent of two (2) full-time years of duty within a consecutive five-year period at Langara College, a temporary faculty member shall be offered a three-year regular appointment either full-time or part-time provided the following conditions are met:

- a) the faculty member's performance has been deemed satisfactory in accordance with the evaluation provisions of Article 10.4 of this Collective Agreement; and

b) the need for the faculty member's services in the area of appointment can reasonably be expected to be ongoing.

10.3.6.2 In the event of a dispute as to whether the need for services can reasonably be expected to be ongoing, the matter shall be referred to a committee consisting of the appropriate Dean or delegate or Director of Library Services, the Department Chair or delegate (or the Division Chair if there is no Department Chair), and a faculty member named by the Association.

10.3.6.3 Notwithstanding the provisions of Article 10.3.6.1, the provisions of Articles 6.1.2, 6.2.1, 6.2.2, 6.2.4 and 6.3, shall apply to any temporary faculty member who has completed the equivalent of two (2) full-time years of duty at Langara College, and the provisions of Articles 6.1.3 and 6.2.3 shall no longer be applicable to such a faculty member.

10.3.6.4 Notwithstanding Article 10.3.6.1, a temporary faculty member, upon completion of the equivalent of two (2) years of duty within a consecutive five-year period at Langara College, who is subsequently reappointed to a temporary vacancy will be appointed as a regular faculty member for all provisions of the Agreement but will be considered temporary for purposes of Articles **10.5.3.5.2 a)** and **10.5.4**

10.3.6.5 Temporary faculty members appointed as regular pursuant to Article 10.3.6.4 will be entitled to severance pay in accordance with Article **10.5.4.1** when they have reached the equivalent of two (2) full-time years of duty within a consecutive five-year period at Langara College.

10.3.6.6 In the event a faculty member, by virtue of Article 10.3.6.1 hereof, received an annual contract at less than full-time, such contract may be supplemented by additional part-time contract(s) provided that the combined workload shall not exceed a full-time equivalent. **See Letter of Understanding re: Overloads.**

10.3.7 Appointment to Ongoing Work Held by Faculty on LTD

10.3.7.1 When a regular faculty member is approved for Long Term Salary Indemnity, the faculty member's ongoing work may be filled on an ongoing basis, in accordance with the applicable provisions of Article 10.

10.3.7.2 The regular faculty member whose ongoing work is filled shall be so notified and reminded of the right to return to duty when deemed medically able to do so.

10.3.8 Designation of Preceptors

Any decision regarding whether or not to designate preceptors shall be made by the members of the department or program involved. Any designation of preceptors shall be made by the President **or delegate** on the recommendation of the appropriate Dean.

10.4 Evaluation of Three-Year Regular, and Temporary Faculty Members

10.4.1 Evaluation Committees

Faculty members holding three-year regular and temporary appointments shall be assisted and evaluated by evaluation committees.

10.4.1.1 The composition of the evaluation committee insofar as this is possible shall be the same as the composition of the selection committee which dealt with the selection of the faculty member involved.

10.4.1.2 The evaluation committee has the responsibility of promptly alerting the faculty member to any criticism, either positive or negative, that may emerge from the performance of duties. It will be expected to take a strong interest in the professional development of the faculty member, to assist as much as possible, and to evaluate suitability or unsuitability for further appointment or for the continuation of appointment. Such evaluations shall be done in accordance with Appendix II, "Guidelines and Criteria for Evaluation"; and with Appendix III, "Guidelines for Evaluation"; which are attached to and form part of this Collective Agreement. The parties agree to jointly monitor and review Appendices II and III as needed and agree that they may be updated from time to time by mutual agreement of the parties.

10.4.2 Evaluation Reports

The evaluation committee shall submit its reports to the appropriate Dean through its Division Chair, or where appropriate, Department Chair.

10.4.2.1 The evaluation committee's reports shall be based on ongoing evaluation of the faculty member's work throughout the term of employment. Negative comments shall be communicated to the faculty member by the chair of the evaluation committee on behalf of the evaluation committee, as soon as possible in order to provide sufficient time to ameliorate the problem prior to submission of the report.

10.4.2.2 In the case of a faculty member on a temporary contract, the reports of the evaluation committee shall be considered in determining whether a subsequent offer of appointment will be made. The evaluation committee reports must be submitted to the President or delegate, or the Director, Library Services where appropriate, and to the faculty member concerned at least five (5) weeks prior to the termination date of the temporary

contract, and the responsibility for the submission of such reports and the timing thereof shall rest with the Department Chair.

10.4.2.2.1 In the event that a faculty member is appointed on a series of temporary contracts, such a faculty member shall be evaluated in the first contract, and thereafter not more than once in each year of duty on temporary contracts.

10.4.2.3 A faculty member on a three-year regular contract will be evaluated twice prior to being offered a continuing contract. Normally the evaluation will be conducted during the first (1st) and third (3rd) years of the contract. In exceptional circumstances when a non-probationary faculty member has received an unsatisfactory evaluation report in their first (1st) year, there will be a subsequent additional evaluation conducted in the second (2nd) year of their contract.

10.4.2.3.1 In the case of a faculty member in the probationary year of a three-year contract, the evaluation committee's report must be submitted to the appropriate Dean, or to the Director, Library Services where appropriate, no later than four (4) months prior to the end of the probationary period. (See Probationary Year Evaluation Report Letter of Understanding – Page 91)

10.4.2.4 In the case of a faculty member on a three-year regular contract, who has completed the probationary period, the evaluation committee's final report must be submitted to the appropriate Dean, or the Director, Library Services where appropriate, not later than eight (8) months prior to the end of the contract, for transmission with comments to the President or delegate. Evaluation committee reports shall be considered by the President or delegate in determining whether or not an offer will be made of a continuing contract to a regular faculty member.

10.4.2.4.1 If concerns arise as a result of evaluations conducted in accordance with the Article then the faculty member shall be advised and assisted towards amelioration of the concern.

10.4.2.5 A faculty member who has been evaluated shall be given copies of all evaluation reports concerning him/her. A copy of every evaluation report must be signed by the evaluator(s) and must indicate that the faculty member has seen and read the report.

10.4.3 Guidelines and Criteria for Evaluation

Evaluation reports must be consistent with Appendix II, "Guidelines and Criteria for Evaluation;" and with Appendix III, "Guidelines for Evaluation."

The "Guidelines and Criteria for Evaluation" and "Guidelines for Evaluation" may be updated from time to time by mutual agreement of the parties, as outlined in the letter of understanding on the Joint Steering Committee.

10.4.4 Notwithstanding the foregoing, any faculty member may be evaluated at the discretion of the President or delegate, or at the request of the faculty member. Such evaluation shall be in accordance with the procedures outlined above.

10.4.5 The College and the Association are committed to the principle of regular, ongoing, quinquennial formative evaluation of faculty members on continuing contracts, and to the principle of regular formative evaluation of Division and Department Chairs.

10.4.5.1 A Letter of Understanding attached to this Agreement specifies how and when guidelines will be developed by a joint committee to contain criteria, procedures, and methods for this evaluation.

10.5 Termination

10.5.1 **Resignation and Retirement**

A faculty member who intends to resign or retire shall give at least six (6) months' prior notice in writing to the President or delegate. This provision may be waived or the date altered by mutual agreement in writing between the faculty member and the College.

The actual date of resignation or retirement for instructional faculty will be based on completion of teaching assignments and the associated non-instructional duty time.

10.5.2 Suspension and Dismissal

10.5.2.1 Suspension

In accordance with Section 37(1) of the College and Institute Act, the President may suspend a faculty member.

The reasons for which a suspension may be made include:

- a) gross misconduct;
- b) neglect of duty;
- c) refusal or neglect to obey a lawful order of the College Board;
- d) being charged with a criminal offence and where the circumstances thereby created render it inadvisable for the continuance of duties;
- e) wilful disregard of established College policies and procedures;
- f) personal behaviour that is unacceptable and will bring disrepute upon the College;

g) unsatisfactory service (see Article **10.5.2.5**).

10.5.2.2 Appeal of Suspension

10.5.2.2.1 The faculty member, in accordance with Section 37(4) of the College and Institute Act, may appeal the suspension to the College Board.

10.5.2.2.2 The College may pay salary to a faculty member in the period during which the faculty member is under suspension, either during or following the suspension.

10.5.2.3 Dismissal

The College President may dismiss a faculty member without notice for gross misconduct, and upon thirty (30) days' notice for any of the other reasons noted for which the President may suspend.

10.5.2.4 Appeal of Dismissal

Any faculty member who alleges wrongful dismissal shall be entitled to have such grievance settled in accordance with the arbitration procedure contained in the grievance procedure. If such faculty member is found by the Arbitration Board to have been dismissed for other than proper cause, then such Board shall direct the employer or make an order in accordance with the Labour Relations Code of British Columbia.

10.5.2.5 Unsatisfactory Service

Suspension or dismissal of a faculty member for unsatisfactory service can be justified only when adequate alerting and guidance to the necessary improvement have failed to result in a satisfactory level of service. Such suspension or dismissal shall only occur after the President has obtained a report from the faculty evaluation committees. The composition of the faculty evaluation committees shall be as set out in Article 10.4.1.1 hereof.

10.5.3 Necessary Faculty Reduction

10.5.3.1 It is agreed that the College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs, fairness, flexibility and employee choice will prevail in the implementation of labour adjustment strategies as approved by the College.

It is incumbent upon the College to communicate effectively with the faculty and the Association as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

10.5.3.2 Advance Notification and Consultation

10.5.3.2.1 After identifying the specific area or areas of reduction and prior to specifically undertaking any reduction of regular faculty for the reasons prescribed in Article **10.5.3.1** above, the following will take place:

- a) the College shall, as soon as possible in advance, notify the Association, in writing, stating the reasons and the areas of the proposed reduction;
- b) the College shall engage in discussion and consultation with the Association on the intended reductions in an effort to minimize the impact on the faculty and to explore possible alternatives. The College shall provide the Association with all relevant information in order to verify the College's stated need for reduction;
- c) within ten (10) working days of the date of notification in a) above, the Association shall have an opportunity to present submissions to the College regarding the proposed reductions.

10.5.3.2.2 If after twenty (20) working days following the date of notification in Article **10.5.3.2** above, the College determines that a reduction is still required, it shall make specific reductions giving notice in writing to the faculty members affected with copies to the Association.

During the above 20 days, the parties will canvas employees in a targeted area or other areas to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

10.5.3.3 Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour adjustment strategies will be considered and, whenever reasonably possible, offered by the College at the appropriate time in the faculty reduction sequence (in **10.5.3.5** below):

- a) Job sharing;
- b) Reduced hours of work through partial leaves;
- c) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
- d) Paid and unpaid leaves of absence to seek alternate employment, retirement adjustment, retraining, etc;
- e) Voluntary severance with up to five (5) months' severance payment;
- f) Workload averaging;
- g) Purchasing past pensionable service. If permissible the College will match a minimum of three years' contributions to the College Pension Plan where a faculty member opts for early retirement;
- h) Combined pension earnings and reduced workload to equal 100% of

- regular salary;
- i) Early retirement incentives pursuant to Article 22;
- j) Agreed secondment;
- k) Retraining;
- l) Trial retirement;
- m) Continuation of health and welfare benefits;
- n) Combinations and variations of the above or other alternatives.

While various options may be considered and offered, there will be no stacking of entitlements.

10.5.3.4 Layoffs May Occur

Once strategies other than layoff have been explored, the College may proceed, if need be, to layoffs. For those affected by layoff, the system-wide Electronic Registry of Laid off Employees will be available.

10.5.3.5 Reduction Sequence

10.5.3.5.1 For the purposes of this Article, "area" shall be defined as department or program or subject, according to the identification of contemplated reduction.

10.5.3.5.2 Reductions shall be in reverse order of seniority within each specified area and then within the bargaining unit in the following sequence.

- a) Terminating those on temporary contracts in the specific area with one (1) month's notice (unless in the first two (2) weeks of the contract – see Article 10.3.5.2 and 10.3.6.4);
- b) Identifying the regular faculty member with the least amount of seniority in each specific area of reduction and provide the following options:
 - i) Offering a transfer to regular faculty members from the specific area to other areas compatible with each individual's abilities.
 - ii) Offering a transfer to a regular faculty member displaced by a more senior faculty member as in part i) above.
- c) Terminating those with the least bargaining unit seniority on first three-year regular contracts with six (6) months' written notice.
- d) Terminating those on additional three-year contracts or continuing contracts with eight (8) months' written notice.

10.5.3.5.3 A representative of the College shall meet with a faculty member who has been identified in the above reduction procedure, and his/her Association

representative to discuss the reduction plan proposed and to explore other possibilities as described in **10.5.3.3**.

10.5.3.6 Reappointment

If it is found that staff numbers can be increased in a specific area, the President or delegate shall offer reappointment to those faculty members who are qualified for this area and who have been terminated within the previous two (2) years, in the reverse order of termination. Faculty members who are offered, and accept temporary and/or part-time employment shall not lose their rights of recall to a position equivalent to the position held prior to their termination.

10.5.3.7 Records

The records of faculty members terminated owing to necessary faculty reduction and all references supplied to others with respect to the faculty member involved shall clearly point out the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.

10.5.4 Severance Pay

10.5.4.1 Immediately upon appointment, a regular faculty member is entitled to be paid one (1) month's severance pay should employment be terminated by the College, under Article **10.5.3** hereof, within one (1) year of appointment as a regular faculty member. Should such severance occur after one (1) year, the faculty member's entitlement to severance pay shall be increased by one (1) month's salary for each additional one (1) year as a regular faculty member, and prorated monthly to a maximum entitlement of five (5) months. Such severance pay shall be based on the faculty member's rate of pay on the date of termination.

10.5.4.2 Severance pay shall not be granted to a regular faculty member whose employment as a faculty member is discontinued and who, of his/her own volition, transfers to other continuous employment with the College.

10.5.4.3 If a temporary faculty member becomes a regular faculty member, rights to severance pay shall accrue as per Article **12.5**.

10.5.4.4 Severance pay, as outlined above, is in addition to notice or pay in lieu of notice, as required in common law.

10.5.5 Electronic Registry of Laid-Off Employees

10.5.5.1 Upon reduction of regular faculty, the College will offer to add the laid-off faculty member's name to the PSEA system-wide electronic Registry of job postings. Langara faculty are not covered by the rights of registrants as described in the provincial Common Agreement.

- 10.6 Department Chair, Assistant Department Chair, Co-ordinators
- 10.6.1 A Department Chair, Assistant Department Chair or Coordinator must be a regular faculty member who has met the conditions of Article 10.3.6.1 and who works a minimum of one-half time, unless otherwise mutually agreed to by the parties, and shall be appointed by the President **or delegate** on the recommendation of the faculty of the department or program.
- Owing to the unique circumstances existing in the Library, the Association agrees that the position of Chair of this department may be held by a person holding a part-time appointment.
- 10.6.2 The Division Chair (or appropriate Dean if there is no Division Chair) shall initiate the recommendation/appointment process at least twelve (12) weeks prior to the date of vacancy.
- 10.6.2.1 The faculty member shall be selected for recommendation by a process agreeable to the faculty of the department or program.
- 10.6.2.1.1 The President **or delegate** may seek the advice of the appropriate Dean and the appropriate Division Chair and shall make the appointment without further consultation with faculty if: the faculty of a department or program so request, the faculty of a department or program number less than three (3) full-time equivalent members, the faculty of a department or program fail to recommend a faculty member for appointment by a date which is two (2) weeks prior to the date of vacancy.
- 10.6.3 The term for appointment as a Department Chair shall normally be for three (3) years commencing on a May 1. An appointee shall be limited to two (2) consecutive three-year terms.
- 10.6.3.1 In the event of a vacancy with insufficient notice to apply the procedure described in 10.6.2 and its sub-articles, the President or delegate may appoint a faculty member to serve as Department Chair Pro Tem until this procedure can be applied. An appointment as Department Chair Pro Tem shall not be considered in the calculation of the maximum number of consecutive appointments. In the event of the appointment of a Department Chair at a time other than a May 1, the appointment shall normally be until the April 30 which will make the term of office as close as possible to three (3) years.
- 10.6.4 The term of appointment as an Assistant Department Chair/Coordinator shall normally be two (2) years commencing May 1st in an even-numbered year and terminating April 30th in the subsequent even-numbered year.
- 10.6.4.1 In the event of a vacancy at a time other than described as the "normal" commencement date in Article 10.6.4 above, the appointment of the faculty member to fill the vacancy shall be for the remaining period of the term.

- 10.6.5 The appointment of a Department Chair, Assistant Department Chair, or Coordinator, ceases with his/her status no longer meeting the conditions of Article 10.6.1, unless the parties agree to the contrary.
- 10.6.6 A Department Chair normally shall instruct three-quarters of full-time. An Assistant Department Chair, and a Coordinator normally shall instruct full-time. The determination of actual instructional time will be determined in each case by the President or delegate to meet the needs of the department or program.
- 10.7 Division Chair
- 10.7.1 A Division Chair must be a full-time regular faculty member.
- 10.7.2 The **Vice-President Academic** shall initiate the selection process at least twenty-six (26) weeks prior to the December 31st date preceding the date of vacancy. This date may be altered by mutual consent of the President and the Association. The application closure date shall not be before October 15th.
- 10.7.2.1 The **Vice-President Academic** shall appoint a Division Chair. Before making such appointment the **Vice-President Academic** shall consider the advice of a joint administration/faculty recommendation committee established for the purpose.
- 10.7.2.1.1 The recommendation committee shall be composed of a non-voting chair appointed by the **Vice-President Academic**; the appropriate Dean; a regular faculty member of the Division selected by faculty members of the Division; a regular faculty member not belonging to the division selected by the Association.
- 10.7.2.1.2 The recommendation of the recommendation committee shall initially be forwarded to the **Vice-President Academic**, who may make the appointment and advise the **President**.
- 10.7.2.1.2.1 If the **Vice-President Academic** is not willing to appoint the person recommended by the recommendation committee, the **Vice-President Academic** shall meet with the committee and an attempt shall be made to come to accord. Should agreement not be reached, the matter shall be referred to the **President** and the appointment, if any, shall be made by the **President**.
- 10.7.3 The first term of appointment as Division Chair shall normally be two (2) years commencing on May 1 and terminating on April 30. Subsequent appointments shall normally be for three (3) years. An appointee shall be limited to two consecutive three-year subsequent reappointments, normally for a maximum total of eight (8) consecutive years as Division Chair.

- 10.7.3.1 In the event of a vacancy with insufficient notice to apply the procedure described in 10.7.2 and its sub-articles, the **Vice-President Academic** may appoint a faculty member to serve as Division Chair Pro Tem until this procedure can be applied. An appointment as Division Chair Pro Tem shall not be considered in the calculation of the maximum number of consecutive appointments. In such a case, the specific timelines and dates in 10.7.2 may be modified by agreement of the parties. In the event of the appointment of a Division Chair at a time other than a May 1, the appointment shall normally be until the April 30 which will make the term of office as close as possible to two (2) years.
- 10.7.3.2 The faculty member selected for appointment as described in Articles 10.7.2 to 10.7.2.1.2.1 shall be released from one-quarter of full-time instructional duty during the term from January 1st to April 30th immediately preceding the appointment, for the purpose of orientation to the duties of the position.
- 10.7.4 The appointment of a Division Chair ceases in such capacity simultaneously with cessation of the appointee as a full-time regular faculty member.
- 10.7.5 A Division Chair normally shall instruct one-quarter of full-time. The determination of actual instructional time will be determined in each case by the President **or delegate** to meet the needs of the division and the College.
- 10.7.6 The Division Chair will be evaluated in each of the first two terms of office, with significant input from the faculty in the division as well as from other members of the College community. The first term formative evaluation will be conducted by the appropriate Dean and the second term formative evaluation by the Division Chair. In each instance, the principal data collection for this evaluation will begin in May, approximately one year before the end of the term of office, and the evaluation will be completed with a meeting between the Division Chair and the Dean by October 5 of that year.

11. TECHNOLOGICAL CHANGE

11.1 Definition

For the purposes of this Agreement, "technological change" is a change in the instructional use of equipment or material which significantly affects the terms and conditions of employment of members of the bargaining unit or alters the basis on which this Agreement was negotiated. Layoffs caused by budget limitations, decreases in enrolment or elimination of programs shall not be interpreted as being the result of technological change.

11.2 Notice

The College shall notify the Association as far in advance as possible, in writing, of an intended technological change and its potential effect on members of the bargaining unit. Such notice shall be given at least one hundred and twenty (120) days before introducing the intended technological change and shall consist of a detailed description of the change; a proposed implementation date; the approximate number, type and location of faculty members likely to be affected by the change; and the possible effect on working conditions and terms of employment.

11.3 Consultation

When the Association has received notice of the intended technological change, the parties to this Agreement undertake to meet within the next thirty (30) days to discuss potential problems and attempt to reach agreement on solutions which will minimize the impact of the technological change on faculty members affected thereby.

11.4 Resulting Agreements

Agreements reached during discussions between the parties shall be set out in a Memorandum of Agreement which shall have the same force and effect as the provisions of this Collective Agreement.

11.5 Notice to Faculty Members Affected

Faculty members potentially affected by the intended technological change shall be notified of the impending change by the College and advised of any agreements reached under Article 11.4 hereof.

11.6 Dispute Resolution

In the event the foregoing procedure does not produce agreement or should there be a dispute as to whether or not the change is, in fact, a technological change, either party may refer the matter directly to arbitration pursuant to Article 4. of this Agreement, bypassing all other steps of the grievance procedure.

11.6.1 The Arbitration Board shall decide whether or not the College has introduced, or intends to introduce, a technological change and, upon deciding that the College has introduced, or intends to introduce, a technological change, the Arbitration Board:

11.6.1.1 Shall inform the Minister of Labour of its finding; and

11.6.1.2 May then or later make any one or more of the following orders:

- 11.6.1.3 That the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- 11.6.1.4 That the College will not proceed with the technological change, for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate.
- 11.6.1.5 That the College reinstate any faculty member displaced by reason of the technological change;
- 11.6.1.6 That the College pay to that faculty member such compensation in respect of his/her displacement as the Arbitration Board considers reasonable;
- 11.6.1.7 That the matter be referred to the Labour Relations Board (under Section 77 of the Industrial Relations Act of British Columbia).

11.7 Training

Where technological change may require additional knowledge and skill on the part of a regular faculty member, such regular faculty member shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to retain his/her employment, provided the regular faculty member can qualify for the new work within a reasonable training period. The College agrees to pay regular faculty members at their prevailing rate of pay with benefits during such training period.

12. GENERAL PROVISIONS

12.1 Copy of Agreement

A copy of this Agreement shall simultaneously be sent by the College to every person when offered an appointment as a regular or temporary faculty member.

12.2 Meetings

All meetings under this Agreement will be held at hours mutually agreed upon.

12.3 Return from Another Position

A regular faculty member who has filled another position in Langara College outside the scope of this Agreement, upon return as a regular faculty member shall have the duty time worked in the other position considered as having been a regular faculty member.

12.4 Master's Degree or Equivalent

A potential regular faculty member will be advised in the initial offer of appointment whether the President **or delegate** considers him/her to possess an appropriate Master's degree or its equivalent for purposes of this Agreement.

12.5 Seniority

12.5.1 Seniority shall be calculated in the following manner:

- a) All regular faculty receive one twelfth (1/12th) of a year seniority per full-time month on contract, and pro rata. A change in instructional rotation (of teach versus non-teaching terms within a given contract) for regular faculty will not affect the accumulation of seniority.
- b) Temporary per-diem instructional faculty receive one eighth (1/8th) of a year seniority per full-time month on contract, and pro rata.
- c) Non-instructional temporary per-diem faculty receive one tenth (1/10th) of a year seniority per full-time month on contract, and pro rata.
- d) Notwithstanding the foregoing, no faculty may earn more than one (1) year of seniority within any twelve (12) month (May 1 to April 30) period.

12.5.1.1 Faculty members who have been appointed for a minimum of three (3) months to a position posted under the provisions of 10.2.3.1 or have been offered more than one contract shall accumulate seniority in accordance with Article **12.5.1** retroactive to the commencement date of employment.

Faculty members appointed to a first contract on an emergency basis under the provision of Article 10.2.3.2 shall accumulate seniority only when they have been offered and accepted a subsequent contract.

12.5.1.2 The College shall annually, on April 1st, provide the Association with a complete seniority list indicating the type of appointment currently held by each faculty member, the commencement date of employment and the total seniority.

12.5.1.2.1 The seniority list shall be posted for a period of fifteen (15) calendar days to allow faculty members to identify any errors or omissions.

12.5.1.2.2 The Association shall provide corrections and amendments to the College within thirty (30) calendar days of posting.

12.5.2 Having acquired seniority in accordance with the foregoing, the faculty member's seniority shall be retained and shall continue to accumulate while the faculty member is absent because of:

- a) sickness;
- b) accident;
- c) vacation;
- d) approved leave of absence.

12.5.3 Seniority shall be lost however, if the faculty member:

- a) retires;
- b) voluntarily leaves the service of the College;
- c) is discharged for cause;
- d) after layoff, fails to report for work within seven (7) days after notification of reappointment to his/her address on record with the College.

12.5.4 Notwithstanding Article **12.5.3** above, faculty members whose employment is discontinued for other than cause, or do not submit a written resignation, shall retain their seniority for a period of two (2) years plus one (1) working day from the date of their last period of employment for the purpose of Article 10.2.4.1.

13. HUMAN RIGHTS [NB: For process see Human Rights LOU & Policy **page 90**]

The College and the Association subscribe to the provisions of the BC Human Rights Code.

13.1 Freedom from Discrimination

Every faculty member has the right to equal treatment by the College with respect to all aspects of the exercise of its managerial authority. Equal treatment shall be without discrimination, interference, restriction or coercion exercised or practised because of race, ancestry, place of origin, colour, ethnicity, citizenship, creed, religion, political affiliation or activity, sex, age, marital status, family status, place of residence, disability, medical history, sexual preference, personal lifestyle, or membership or activity in the Association.

13.2 Harassment

13.2.1 Statement of Commitment

The College promotes teaching, scholarship and research and the free and critical discussion of ideas.

The parties are committed to providing a working and learning environment that allows for full and free participation of all members of the Langara College community. Harassment undermines these objectives and violates

the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

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

The College will offer educational and training programs designed to prevent harassment and to support the administration of the Langara College policies and to ensure that all members of the College community are aware of their responsibility with respect to the policy.

13.2.2

Definitions

13.2.2.1

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

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

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

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

13.2.2.2

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

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

13.2.3 Procedures

13.2.3.1 Mediation

When the College receives a complaint involving an individual covered by this Collective Agreement, the parties will initiate a mediation procedure at the bargaining unit level. The mediation process is the recommended avenue of resolution. Consensual mediation will require the agreement of the complainant and the alleged harasser to use the following process:

- (a) the parties will discuss the nature of the complaint and agree upon who will conduct the mediation;
- (b) the mediation process and resolution will be kept strictly confidential by all participants;
- (c) where a resolution is reached, the complainant and the alleged harasser must agree in writing to the resolution and the matter will then be considered concluded;
- (d) no record of the mediation except the written agreed resolution will be placed on a faculty member's file. The written resolution will be removed from the faculty member's file after 12 months unless there has been a subsequent complaint of harassment against the faculty member within the 12 month period.

13.2.3.2 Investigation

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

The parties will jointly agree to the Investigator.

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

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

The appointment of an Investigator does not preclude an Investigator from mediating the dispute where possible.

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

13.2.3.3

Terms of Reference of the Investigator

- (a) The purpose of the Investigator will be to ascertain facts.
- (b) All persons quoted in the investigation will be named by initials.
- (c) The report of the Investigator will be given, in confidence, to the Association and the College. It is the responsibility of the College to forward a copy of the report to the complainant and the alleged harasser. The College will state, in a covering letter, that the report is confidential. The report should refer to individuals involved by initials only. However, a key will be provided to the Association and the College for internal use. This practice should be repeated at any subsequent arbitral proceeding.
- (d) The report will not be introduced as evidence or have standing in any arbitration, or other legal procedure. This does not preclude the parties from reaching an Agreed Statement of Fact based upon facts in the report in preparation for an arbitral proceeding.
- (e) **Reliance on Report of Third Party Investigator**
Despite 13.3.3.3 (d), College is entitled to rely on the fact of mediation or the report of a third party Investigator as evidence that may mitigate liability in a proceeding that follows receipt of the third party Investigator's report.

The College is entitled to rely on the Investigator's report as evidence that it acted in good faith in any disciplinary action that it undertook following receipt of the third party Investigator's report where the issue of good faith is raised by a grievor or the union.
- (f) The Investigator will not be compellable as a witness in any arbitration or other legal procedure which may result from the investigation.
- (g) The Investigator will conclude her/his work within ten (10) days of appointment and will render a report within a further five days. These timelines may be extended if deemed appropriate by the Investigator and if then agreed to by the parties. If requested by the Investigator, the College will provide meeting space and contact information about persons to be interviewed.
- (h) The Investigator may, as part of her/his report, make recommendations for resolution of the complaint.
- (i) The Investigator's report will not be placed on a faculty member's file.

13.2.3.4 Findings

The College will make a written determination based upon the facts and recommendation, if any, within ten (10) working days of the receipt of the Investigator's report. Extensions of this time period shall be made only by agreement of the parties in writing.

The determination will:

- (a) state the action(s), if any, to be taken or required by the College.
- (b) include, where appropriate, a statement of exoneration.

13.2.3.5 Rights of the Parties

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

Where an allegation includes complaints under the definitions in Article **13.2** and also personal harassment complaints in **13.3**, the parties may agree to have the Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

13.2.3.5.1 The above noted procedure does not restrict:

- (a) The College's right to take disciplinary action;
- (b) The Association's right to grieve such disciplinary action or to grieve an alleged violation of this article.

13.2.3.5.2 The report of the Investigator may be used in the development of an Agreed Statement of Fact for an arbitral proceeding.

13.2.3.6 False Complaints, Breaches of Confidentiality and Retaliatory Action

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

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

13.2.3.7

Discussion

The parties will meet as necessary to facilitate the administration and other aspects of the application of this article including issues arising under 13.5.8 below.

13.2.3.8

Relation to Other Agreements

Where a complaint under Article 13 involves individuals who are covered by another collective agreement the parties will meet to clarify and agree upon a procedure.

13.3

Personal Harassment

The College shall provide all faculty members a work environment free from personal harassment. All faculty members have the right to be free from personal harassment.

13.3.1

Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, personal harassment is defined as behaviour directed towards a specific person or persons that would be considered by a reasonable person to create an intimidating, humiliating, hostile or poisoned work or learning environment.

Without limiting the generality of the foregoing, personal harassment may include:

- a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or
- b) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to a Faculty member's assigned duties; or
- c) the improper use of power and authority inherent in the position held, to endanger a Faculty member's job, threaten the economic livelihood of the Faculty member, or in any way interfere with or influence the career of such a Faculty member.

13.3.2

Faculty members may process complaints about personal harassment through the grievance procedure, subject to the following:

- a) where a person who is the subject of the complaint is the College representative at any step of the grievance procedure, then the Association may bypass that step of the procedure or present the grievance to another appropriate College representative;

- b) College or Association representatives, in the course of investigating a complaint of harassment shall have regard for the privacy and confidentiality of the grievor and all faculty members involved in the complaint;
- c) an arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;
- d) where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment, shall also have jurisdiction in respect of any grievance arising from related discipline of the faculty member who is the subject of the complaint.

13.3.3 Where a faculty member has made a personal harassment complaint that also includes a complaint under the definitions of Article 13.3, the parties may agree to have an Investigator investigate all of the complaints, in order to relieve against expense and duality of process.

13.3.4 Faculty members against whom a grievance or complaint has been filed shall have the right to know what allegations have been made against them, have the right to Association representation at all meetings, interviews and hearings where the member's presence is requested.

13.3.4.1 A complainant has the right to Association representation at all meetings, interviews and hearings where the complainant's presence is requested.

13.3.5 A faculty member who chooses to file a complaint in accordance with the College's Harassment Policy, and does not achieve a satisfactory resolution, may file a grievance at Stage II of the grievance procedure.

13.3.6 Time limits shall be waived for filing grievances under this Article.

13.4 Academic Freedom

13.4.1 Society benefits from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member.

13.4.2 Academic freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without regard to prescribed doctrine. Academic freedom ensures:

- a) freedom in the conduct of teaching;
- b) freedom in undertaking research and publishing or making public the

- results thereof;
- c) freedom from institutional censorship.

13.4.3 Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

14. LIABILITY INSURANCE

14.1 The College shall maintain liability insurance to indemnify employees against judgments arising out of actions brought against employees acting in the ordinary course of their employment with the College.

14.2 In accordance with provisions of the Self-Insured Comprehensive General Liability Coverage of the University, College, and Institute Protection Program, the College shall:

- a) exempt and save harmless each current and former faculty member from any liability action arising from the proper performance of duties for the College; and
- b) assume all costs, legal fees and other expenses arising from any such action; and
- c) provide advance notice to those current and former faculty members who are named by an investigation, inquiry, or complaint under this Article as soon as the College becomes aware thereof.

15. NOTIFICATION

Wherever it is provided in this Agreement that a faculty member must notify the College as to the member's intentions, the College shall advise the Association of such intentions within one (1) week of such notification.

16. PERSONNEL FILE

A faculty member shall have the right to examine the contents of his/her official personnel file during regular business hours in the presence of the Director of Human Resources or delegate. A faculty member shall have the right to examine the contents of his/her ancillary personnel file in the presence of a Dean, or delegate, and by so arranging.

Negative materials on a faculty member's file shall be removed after twenty-four (24) months provided there has been no recurrence during that time period.

17. MANAGEMENT RIGHTS

17.1 The exercise of management's rights shall be fair and equitable, non-discriminatory and in good faith.

17.2 No Other Agreements

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

18. PRESENT CONDITIONS OF EMPLOYMENT

All working conditions, benefits, or other conditions of employment at present in force and effect which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect for the duration of this Collective Agreement.

19. RECOGNITION OF PICKET LINES

Faculty members shall not be disciplined by the College for refusing to cross a legal picket line. Where faculty members refuse to cross such picket line at their normal place of duty, they shall be considered absent without pay.

20. COPYRIGHT AND INTELLECTUAL PROPERTY

20.1 Copyright Ownership

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

20.1.1 belongs to the employee(s) where the work product has been prepared or created as part of assigned duties, other than the duties listed in 20.1.2 below, and the copyright to all copyrightable material shall be the sole property of the employee(s) and shall be retained throughout his or her lifetime and upon his/her death by his/her heirs or assigns; and

20.1.2 belongs to the institution where one or more employees:

- a) have been hired or agrees in writing to create and produce copyrightable work product for the institution, or
- b) are given release time from usual duties to create and produce copyrightable work product, or

- c) are paid, in addition to their regular rate of pay, for their time in an appointment to produce copyrightable work product.

20.2 Employer Rights to Materials Copyrighted by Employee(s)

Where the employee holds the copyright pursuant to 20.1.1, the institution shall have a right to use his/her copyrighted material in perpetuity for institutional purposes. The institution may amend and update the copyrighted material with the approval of the employee(s) holding the copyright to the material. Such approval will not be unreasonably withheld.

20.3 Employee Rights to Materials Copyrighted by the Employer

Where the institution holds the copyright pursuant to 20.1.2, the employee(s) shall have the right to use in perpetuity, free of charge, such copyrighted material. The employee may amend and update the copyrighted material with the approval of the institution holding the copyright to the material. Such approval will not be unreasonably withheld.

21. HEALTH AND SAFETY

21.1 The College shall make provisions for the health and safety of its faculty members during normal operating hours of the campus.

21.2 Faculty members have the right to be informed of any known potential danger to their health and safety.

21.3 All complaints or concerns which are not resolved at the level of Department or Division Chair shall be brought immediately to the attention of the appropriate Dean and the Association. This shall be the responsibility of the Division Chair.

21.4 The Association and the College agree that regulations made pursuant to the Workers' Compensation Act, or any other statute of the Province of British Columbia or the Government of Canada pertaining to the work environment, shall be fully complied with.

21.5 The College shall maintain an Occupational Health and Safety Committee in keeping with the Industrial Health and Safety regulations of the Workers' Compensation Board and ensure such committee carries out all duties and responsibilities in accordance with said regulations.

21.5.1 There shall be no less than two (2) faculty members appointed by the Association on said committee.

21.5.2 All Association-appointed representatives engaged in health and safety responsibilities shall be considered to be performing assigned duties while

involved in safety and health inspections, analysis, meetings or related activities.

21.5.3 The committee shall have the right to inspect health and safety conditions without restraint and to consult as may be necessary with persons who are professionally or technically qualified to advise the committee on such matters.

21.5.4 The committee has the right to review employer records considered relevant to health and safety concerns, exclusive of medical or personnel files.

21.5.5 The committee shall be notified of each incident, complaint or concern regarding health and safety, and shall investigate and report in writing on the nature and cause of each.

21.5.6 Both the Association and the College shall receive copies of any minutes, reports, or correspondence pertaining to the committee or its operation.

21.6 A faculty member may refuse to perform assigned work when the member has reasonable cause to believe that to do the assigned work may be a danger to the health or safety of himself/herself or anyone at or near the workplace. In this event, the faculty member shall report the situation to his or her Department Chair or Division Chair, or the **Building Services Manager, Campus Security and Safety**. The situation shall then be investigated and, if possible resolved through the following sequence:

- a) by the appropriate Department Chair or Division Chair, and the faculty member concerned and the Association;
- b) by the committee representatives and the **Building Services Manager, Campus Security and Safety**;
- c) by a relevant inspector.

22. EARLY RETIREMENT INCENTIVE

The College may offer to a faculty member or a faculty member may request a choice of one of the early retirement incentive alternatives described herein, provided the faculty member meets the following criteria. The Association shall be advised in writing of any offer of early retirement made to a faculty member.

22.1 Eligibility

A faculty member who possesses the following qualifications shall be eligible for an early retirement incentive:

- a) is a regular faculty member on continuing appointment at the time of early retirement;
- b) is age fifty-five (55) or over;
- c) has a minimum of ten (10) years' contributory service under the **College Pension Plan Regulation** or as a regular faculty member with the College;
- d) is on the maximum step of the salary scale
- e) resigns for the purpose of retirement.

22.2

Selection Criteria

In considering applications for early retirement incentive from eligible faculty, should the College determine it will be unable to offer an incentive to all who have applied, it will use the following criteria in ascertaining the faculty members to whom such offers should be given:

- a) faculty members with less time remaining prior to retirement shall be given preference; and
- b) in the event that two or more faculty members have the same amount of time remaining prior to retirement, then faculty members with greater seniority shall be given preference.

22.3

Application and Agreement

- a) Application to the plan is voluntary. A faculty member who wishes to be considered for an early retirement incentive shall do so in keeping with the procedures and dates described in the College's annual "letter of interest" sent to eligible faculty. Such application would then be considered a standing application for the following twelve-month period. Applications must be submitted annually in response to the College's "letter of interest". The Association shall be advised in writing of all applications made by faculty members.
- b) A faculty member has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed unless that period is extended by mutual agreement.
- c) In the event of acceptance of an offer of early retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the President **or delegate**, in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements shall be utilized prior to the date of

retirement.

- d) The individual early retirement incentive agreement shall be in writing and shall specify the early retirement date, the agreed-upon incentive option, payment dates and specific dollar amount of the incentive. The Association shall be copied on all agreements.

Eligible bargaining unit members may opt for a partial early retirement with a pro-rated incentive.

22.4 Early Retirement Incentive and Reduction Sequence

- a) Where it is deemed possible to offset the impact of the Reduction Sequence (Article **10.5.3.3**) through the offering of early retirement incentive to a faculty member (who qualifies as per Article 22.1 above), an incentive shall be offered if the cost of such incentive is the same as or no more than the cost that would be incurred through layoff or transfer of another regular faculty member.
- b) Such offers may be made at any time during the year and need not be part of the exercise described in Article 22.3 a) above.
- c) Notwithstanding the possibility of effecting an early retirement, advance notification of layoff or transfer pursuant to Article **10.5.3.2** may be given to the affected regular faculty member while the faculty member to whom early retirement has been offered is considering that offer.

22.5 Incentive Alternatives and Method of Incentive Payment

a) Lump Sum Payments

The retiring allowance shall be paid in annual instalments, to a maximum of three (3) instalments of one-third of annual salary, to be paid on agreed-upon dates acceptable to the faculty member and shall be based on scale salary* without allowances at the date of retirement (i.e. last day worked) in the following amounts:

<u>Full Years to Retirement</u>	<u>Pay Out</u>
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5	100% of annual salary

*This amount could be subject to change by virtue of a new or renewed Collective Agreement that provided a salary increase

applicable on the last day worked.

b) Monthly Payments

The retirement allowance determined in keeping with the above shall be paid into a pre-designated Registered Retirement Savings Plan (within legislated allowable levels) or Trust Fund in the name of the retired faculty member, to provide, at the discretion of the retired faculty member, a bridging pension income on or after age fifty-five (55).

Payments into the Plan or Trust Fund shall be made monthly and shall be in the amount of 20% of the retiring faculty member's pre-retirement monthly salary without allowance, and shall continue until the full retirement allowance is paid or, in the case of a Registered Retirement Savings Plan, until the legislated allowable limit for deposit has been reached, whichever comes first. In the event the legislated allowable limit for deposit is reached and payments remain outstanding, the remaining funds will be payable in a lump sum to the retired faculty member in accordance with Article 22.5 a) above.

Payments into the Plan or Trust Fund shall commence on the first (1st) day of the month coincident with, or next following, the date of early retirement. In the event the retired faculty member dies prior to the full retirement allowance being paid into the Plan or Trust Fund, any payments outstanding shall be payable by the College in a lump sum amount to the estate of the deceased.

22.6

Protection of Medical Benefit Coverage

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

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

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

- i) written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks

prior to date of early retirement;

- ii) the individual maintains BC residency; and
- iii) the participant prepays all premium costs.

*Coverage will be under a separate group for retirees at a reduced level.

22.7 Financial Counselling

Each faculty member who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. A lifetime total of three (3) hours of consultation is available and the fees for such consultation(s) will be paid by the College. After obtaining the necessary Certificate of Entitlement from the Human Resources Department, each faculty member will be free to schedule these consultations in whatever manner is most beneficial or convenient to that faculty member.

In addition, each faculty member who is offered early retirement incentive is eligible to attend one of several College-sponsored pre-retirement planning workshops held annually.

22.8 Implementation

The Association and the College agree to establish a standing committee comprised of two (2) representatives from each party which shall receive requests for early retirement incentive and make recommendations to the President **or delegate** for the implementation of this Article.

23. PROFESSIONAL DEVELOPMENT SUPPORT PROGRAM

23.1 Professional Development Funds

23.1.1 Two Professional Development Funds, a Professional Development Support Fund and an Education Leave Fund, shall be established to support professional development activities as defined in 23.2. On April 1st of each year, the College will allocate an amount equal to no less than 0.9% of total faculty salary (exclusive of severance payments) to the Professional Development Support Fund, and an amount equal to no less than 0.6% of total faculty salary to the Educational Leave Fund. Any unused balances in these funds shall carry over to the next budget year.

23.1.2 The College agrees to provide the Association with the authority to administer the program on behalf of the College for those activities approved by the College in accordance with 23.2, 23.4 and 23.5.

23.1.3 Nothing in this Agreement prevents the College from funding professional development activities in addition to those activities supported through the Professional Development Funds (23.1.1) in accordance with the procedures described in this Article.

23.2 Categories of Professional Development

23.2.1 There shall be two categories of professional development supported by the Professional Development Funds: educational leaves and professional development activities as defined in 23.2.2 and 23.2.3.

23.2.2 Education Leave Activities

Educational leave is a period of subsidized leave enabling a faculty member to be freed from regular responsibilities and to be provided with sufficient resources to enable pursuit of educational or professional development recognized as beneficial to the College. The welfare of the College and the professional competence of the faculty members are among the prime considerations of the Educational Leave Committee in recommending leave. Proposals should fall into one or more of the following categories:

- 23.2.2
- a) directed study through an educational institution (such study need not lead to a degree, certificate, etc.);
 - b) directed research at an educational institution, research body, government body, etc.;
 - c) study/work experience at a recognized company or professional association;
 - d) self-directed research/publication.

23.2.3 Professional Development Activities

Professional development activities are activities initiated by individual faculty members or groups of faculty members and may include attendance at conferences, workshops or seminars which facilitate the following:

- a) maintenance and enhancement of skills and knowledge as approved by the faculty member's department or required by a licensing body;
- b) adaptation to changes in teaching methods or knowledge required;
- c) preparation for career enhancement within the College;
- d) acquisition of expertise in the areas of college governance or management.

Professional development activities do not include the following:

- e) serving on departmental or College committees;
- f) assessing and admitting students to programs;
- g) performing necessary ongoing maintenance and updating of courses, programs and instructional resources.

23.3 Committees

23.3.1 The Educational Leave Committee (Adjudication Committee) is a committee of the Association and College Administration. Its membership shall be the President or his/her delegate, an **Academic** Dean or his/her delegate, a Division Chair, the Vice-President of the Association or his/her delegate, and a member-at-large of the Association nominated by the Association. The Educational Leave Committee carries out those functions described in 23.4.

23.3.2 The Professional Development Support Fund Committee is a committee of the Association selected according to means determined by the Association. The Professional Development Support Fund Committee carries out those functions described in 23.5.

23.4 Education Leave

23.4.1 General

23.4.1.1 To qualify for educational leave, a faculty member must hold a regular appointment and must have completed five (5) years of full-time equivalent service with the College.

23.4.1.2 A faculty member shall not be eligible to be granted educational leave of more than a cumulative total of thirty-six (36) months as a faculty member.

23.4.1.3 Educational leave shall normally be of six (6) months' duration, or twelve (12) months' duration. Each six-month block of leave shall include five (5) months of duty time and twenty-two (22) days of vacation as defined in 8.1 of the Collective Agreement.

23.4.1.4 Approved educational leave shall be at the rate of 80% of salary and allowances.

23.4.1.5 Faculty members on educational leave may draw bursaries, grants, scholarships and/or salaries, which supplement their financial resources. Any compensation which, together with leave salary, would exceed 100% of the salary normally received if not on educational leave shall reduce the College's contributions accordingly. Travelling expenses or special

allowances awarded under the terms of any scholarship or grant shall not affect the faculty member's salary.

- 23.4.1.6 During a period of educational leave, the faculty member's vacation and professional development entitlements, and all benefits shall accrue as if the faculty member were not on leave. (Premium contributions by the College and the faculty member for employee benefits will be continued during educational leave. The leave period will count in full for increments).
- 23.4.1.7 For the purpose of employee benefits and contributions to the benefit plans, the faculty member on educational leave is regarded as a full-time employee of the College (subject to carrier conditions). The College shall maintain its share as set down in this Agreement. The faculty member may make any additional employer and employee contributions required by the **College Pension Plan Regulation** to ensure that the faculty member is credited with full-time pensionable service at full salary while on educational leave.
- 23.4.1.8 The faculty member within one (1) month of return to duty must submit to the President **or delegate** satisfactory evidence of having carried out the purpose for which the leave was granted. In the event of failing to do so, the faculty member shall refund the amount paid by the College during such leave.
- 23.4.1.9 On returning from education leave, the faculty member shall report on activities undertaken during the leave and submit to the President **or delegate** a statement of remunerations as set down in 23.4.1.5.
- 23.4.2 Long-Term Education Leave
- 23.4.2.1 Leave of more than six (6) months to one (1) calendar year shall be considered long-term leave.
- 23.4.2.2 In order to be granted long-term leave, a regular faculty member must be on a continuing contract or on an additional three-year regular contract.
- 23.4.2.3 **Following the return from education leave, the regular faculty member undertakes to remain in the service of the College at their pre-leave ongoing workload level for a minimum of three (3) years or, with the approval of the Dean, an equivalent thereof (combined duration and workload). Such approval shall not be unreasonably denied. Should this service to the College not be completed, the faculty member shall refund the amount paid by the College to the faculty member during such leave on a pro rata basis.**
- 23.4.2.4 Normally, a faculty member shall not be eligible for a subsequent long-term educational leave until a period of six (6) years has elapsed from the completion of the previous such leave.

23.4.3 Short-Term Educational Leave

23.4.3.1 Leave of from eleven (11) working days to six (6) months shall be considered short-term leave.

23.4.3.2 In order to be granted short-term leave, a regular faculty member must have served two (2) consecutive years with the College immediately preceding the commencement date of the leave.

23.4.3.3 **Following the return from education leave, the regular faculty member undertakes to remain in the service of the College at their pre-leave ongoing workload level for a minimum of one (1) year or, with the approval of the Dean, an equivalent thereof (combined duration and workload). Such approval shall not be unreasonably denied. Should this service to the College not be completed, the faculty member shall refund the amount paid by the College to the faculty member during such leave on a pro rata basis.**

23.4.4 Procedures for Educational Leaves

23.4.4.1 Education Leaves are granted by the President **or delegate** per the procedures outlined below after taking into consideration the recommendations of the Education Leave Committee.

23.4.4.2 By November 15 each year, qualified candidates must submit proposals for educational leave for the following fiscal year to the Office of the President **or delegate** to be forwarded to the Educational Leave Committee.

23.4.4.3 By January 15, the Educational Leave Committee shall have considered all proposals for educational leave, shall have approved or rejected, in writing, each proposal for educational leave, shall have notified each applicant of the decision, and shall have forwarded its recommendations to the President **or delegate**. Approval or rejection of a proposal shall be based on the educational merits of the proposal and on the limits of the funds available. Such approval shall not be unreasonably withheld.

23.4.4.4 If the Educational Leave Committee rejects a faculty member's proposal, the committee must provide the applicant with reasons, in writing, at the earliest possible date. The faculty member has two (2) weeks in which to revise the proposal and submit this revised proposal for immediate reconsideration by the Educational Leave Committee. The committee must review substantial changes in the educational leave proposal, approve or reject them, and forward its recommendations to the President **or delegate**.

23.5 Procedures for Administering Professional Development Support Funds

23.5.1 Faculty members must complete and submit Alternate Duty/Leave forms for approval of leave and departmental funding by the appropriate individuals

identified on the form. All professional development proposals must be approved by the appropriate Department Chair, who will forward them to the appropriate Division Chair, or appropriate Dean where there is no Division Chair, for approval of leave and department funding.

- 23.5.2 The Professional Development Support Fund Committee shall have the authority, on behalf of the College, to approve dispersal of funds in accordance with its Terms of Reference and with normal College accounting practices.
- 23.5.3 The Professional Development Support Fund Committee has the responsibility of preparing guidelines for the disbursement of the following:
- a) professional development activity funds through Division Chairs, or the appropriate Dean where there is no Division Chair, to departments;
 - b) funds for the use of the Langara Research Committee;
 - c) supplementary funds to support short-term professional development activities.
- 23.5.3.1 Such guidelines shall contain reasonable time lines for the approval and dispersal of funds subject to 23.5.4 and 23.5.5, shall require that faculty members report on activities and provide statements of expenses, and shall include an internal accounting process which conforms to normal College accounting practices.
- 23.5.4 Faculty members whose leaves have been approved in accordance with 23.5.1 may apply to the Professional Development Support Fund Committee for supplementary funds to pursue professional development activities, such funds being in addition to those normally available from departments. The Professional Development Support Fund Committee will receive faculty members' applications for the use of supplementary funds, approve or reject them, and forward its recommendations to the President **or delegate**, who will authorize payment.
- 23.5.5 Professional development funds shall be used for, but shall not be limited to, such activities as attending courses and conferences, travel expenses and other activities acceptable to the Professional Development Support Fund Committee as described in 23.2.3. Such funds are not to be used for articulation expenses, replacement costs of faculty on approved professional development time or regular College business, for training or education required rather than authorized by the College, or for the purchase of supplies or capital items except where related to activities described in 23.2.2 and 23.2.3.
- 23.5.6 The Professional Development Support Fund Committee is accountable to the College and the Association. A year-end financial summary shall be

provided to both parties. Either party has the right to request, in addition to the year-end financial summary, periodic financial statements and details of professional development activities funded.

23.6 Professional Development Leave

Where leave is requested for professional development purposes, it is normally only approved during a non-instructional duty period. Exceptions must be submitted in writing and require approval of the Dean at least one (1) month in advance of the activity.

24. CONTINUING STUDIES

24.1 The parties agree that a market-driven Continuing Studies program has a valuable role to play in supporting and complementing the regular offerings of Langara College. Such an operation requires flexibility with respect to tuition fees; curriculum structure; methods, scheduling, cost and location of instruction; and other such matters.

24.2 For the purpose of this article, the term “Continuing Studies” shall mean all offerings of the College other than Regular Studies offerings as listed in the Langara College Calendar or its supplements and available through the Langara College Registration Guide and Course Schedule.

24.3 The faculty of Langara College shall have a major role through their departments in determining transferability for Continuing Studies offerings in the subject area(s) of the department and shall have an opportunity through their departments to provide input into the content of proposed courses.

24.4 This Collective Agreement does not apply to any employee engaged in Continuing Studies unless expressly stated in this article.

24.5 CS course or pair of courses or program is equivalent to a Regular Studies course or program if all of the following criteria are satisfied:

- a) same or equivalent learning outcomes;
- b) same or equivalent variety of evaluation methods;
- c) same or equivalent level of support materials,
- d) at least 33 scheduled hours or the equivalent using distributed learning per 3-credit Regular Studies course

When either party has suggested that a Continuing Studies course, pair of courses, or program may be equivalent to a Regular Studies offering, per the above, the Joint Committee on Continuing Studies will review the criteria to determine whether the courses/program offerings are, indeed, equivalent. Those Continuing Studies offerings deemed equivalent will either be amended so that the Joint Committee agrees that they are no longer equivalent to Regular Studies offerings or will be taught under the

terms and conditions of this Collective Agreement.

Unresolved disputes over equivalency will be addressed through Article 4 of the Collective Agreement, beginning at Stage II.

- 24.6 The College agrees that the number of sections taught by faculty members in a subject area will not be reduced due to the offerings of Continuing Studies in that subject area.
- 24.7 Faculty covered by this collective Agreement will be invited to submit proposals for new Continuing Studies course offerings once each semester. If a course proposed by a faculty member is offered, then that faculty member has the right of first refusal to teach the course.
- 24.8 An opportunity to teach a course that is advertised in a Continuing Studies catalogue that has no incumbent instructor assigned will be posted and initially offered to faculty who are deemed by Continuing Studies to be qualified.
- 24.9 Where faculty members instruct Continuing Studies courses other than those satisfying the criteria in 24.5, they shall do so at Continuing Studies rates of pay.
- 24.10 Article 24.5 notwithstanding, if a Regular Studies program is discontinued, after two years up to 50% of the core courses from that Regular Studies program may be offered through Continuing Studies at Continuing Studies rates of pay.
- 24.11 Courses that originated in Continuing Studies and that have subsequently been approved by Education Council for offering as a Regular Studies course will continue to be offered in Continuing Studies at the Continuing Studies rate of pay for up to 5 years. After 5 years, the Continuing Studies course must change to be not equivalent to the Regular Studies course.
- 24.12 Article 24.5 notwithstanding, modularized short courses in Continuing Studies that are equivalent to less than half of a Regular Studies three-credit course will not qualify to be taught by faculty under the provisions of the Collective Agreement.
- 24.13 The Joint Committee on Continuing Studies shall be comprised of the Dean of Continuing Studies, two **Academic Administrators**, and three faculty members named by the Association.
- 24.13.1 The committee will meet at least once each semester and additionally at the call of either party to decide equivalency as per Article 24.5.
- 24.13.2 The committee will monitor the direction of Continuing Studies course development to avoid duplication with Regular Studies offerings.

- 24.13.3 The committee will monitor the direction of Continuing Studies program development to avoid duplication with Regular Studies offerings.
- 24.13.4 The committee will monitor the communication processes and the forms used to track these processes.
- 24.13.5 The committee will monitor marketing strategies to ensure that Continuing Studies and Regular Studies offerings are being effectively differentiated to the community.

25. PRIOR LEARNING ASSESSMENT (PLA)

25.1 Definition

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

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

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

25.2 Prior Learning Assessment as Workload

Prior learning assessment work undertaken by a faculty member will be integrated into and form part of the faculty member's workload as workload is defined in this Collective Agreement.

25.3 Training in Prior Learning Assessment

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

25.4 Prior Learning Assessment Coordinators

Prior Learning Assessment coordinators will be faculty.

26. HUMAN RESOURCES DATABASE

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

The Parties agree to provide and support the accumulation and dissemination of available data to the Post Secondary Employers' Association (PSEA), or some other mutually agreed upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties recommend that the **Provincial Ministry responsible for post-secondary education/colleges** provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

26.1 Relevant Matters include:

- a) Health and Welfare
 - (i) Types of coverage
 - (ii) Participation rates
 - (iii) Premiums
 - (iv) Cost sharing
 - (v) Commission costs
 - (vi) Available studies commissioned by Government agencies (e.g. comparative benefit analysis)
 - (vii) Carrier contracts
- b) Collective Bargaining
 - (i) Salary information by classification
 - (ii) Demographics: age, sex, salary, placement, status
 - (iii) Analysis of local Collective Agreements within the system
 - (iv) Pension plan participation rates
- c) Contract Administration
 - (i) Arbitration, Labour Relations Board and other decisions and costs thereof for the system
 - (ii) Local Letters of Understanding

27. JOINT LABOUR MANAGEMENT COMMITTEE

A Joint Labour Management Committee, with equal representation from the Association and the College Administration, will meet at least once each month (except perhaps for the months of July and August) for the purpose of discussing issues related to the College that affect the parties or any

faculty member covered by this Agreement.

28. CONTRACTING OUT

28.1 The College will not contract out:

- (a) any work presently performed by faculty members covered by this Collective Agreement which would result in the layoff of such faculty members, including a reduction in assigned workload, or
- (b) the instructional activities that are contained in the programs listed and/or funded in the approved annual institutional program profile and that are currently performed by bargaining unit employees.

29. RIGHT TO ASSOCIATION REPRESENTATION

When there is a reasonable expectation that discipline of a faculty member will result from a meeting with that faculty member, the College shall advise the faculty member of the right to have an Association representative present.

The College shall also notify the Association that such a meeting is being scheduled (without identifying the faculty member).

30. DISTRIBUTED LEARNING

The Parties agree that participation in Educational Technology and Distributed Learning is important and valuable.

30.1 Distributed learning includes, but is not limited to, print-based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.

30.2 In developing and offering distributed learning programs and courses, the College will plan in collaboration with the department or program and the faculty member(s) who will develop and/or deliver the program or course.

30.3 The College shall provide the necessary technological and human resources for faculty members developing and delivering the program and courses.

30.4 The College shall provide the necessary and appropriate training in the use of relevant educational technology for faculty members approved to develop and deliver distributed learning programs and courses.

30.5 Faculty members delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.

30.6 Faculty members shall not be required to deliver distributed learning programs/courses from their home. Faculty members delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.

30.7 Where a faculty member agrees to the College's request to teach all or part of a distributed learning course from home, the College shall provide the appropriate technology and pay for reasonable and approved costs of delivering those courses from home, including but not limited to computer, internet access, printer and printer supplies.

30.8 No regular faculty member will be laid off as a direct result of the introduction of distributed learning.

31. International Education and Field Schools

The Parties agree that participation in international education and field schools is important and valuable.

31.1 Faculty participation in international education and field schools is voluntary.

31.2 A regular faculty member who participates in an international education project or a field school and for whom that participation will constitute an overload for the fiscal year shall, at the option of the faculty member, receive either:

- (i) the salary for the overload based on the per diem rate that would be paid for a temporary term appointment at the step of the salary scale at which the employee is placed, or
- (ii) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.

Effective January 1, 2007, a regular faculty member may select option (i) above no more than six (6) times in any ten (10) year period, or to a maximum of six (6) sections in any ten (10) year period.

LANGARA COLLEGE:

“Dennis Dineen”

Dennis Dineen, Chair, College Board

“Deanna Douglas”

Deanna Douglas, Vice-President,
Administration and Finance

POST SECONDARY EMPLOYERS’ ASSOCIATION:

“Don Wright”

Don Wright, Vice-Chair, PSEA

LANGARA FACULTY ASSOCIATION:

“Lynn Carter”

Lynn Carter , President, LFA

“Cheryl McKeeman”

Cheryl McKeeman, Chair,
Negotiating Committee

SIGNED THIS 17th DAY OF **AUGUST 2011**, AT THE CITY OF VANCOUVER IN THE
PROVINCE OF BRITISH COLUMBIA.

SCHEDULE "A"

**LANGARA COLLEGE SALARY SCALE
SALARY GRID – April 1, 2010 – March 31, 2012**

1	2	3	4
STEP	Effective date April 1, 2010	MONTHLY	PER DIEM
1	\$83,231 <u>\$ 1,665</u> * \$84,896	\$ 7,074.67	\$420.28
2	\$77,970 <u>\$ 1,559</u> * \$79,529	\$6,627.42	\$393.71
3	\$72,628 <u>\$ 1,453</u> * \$74,081	\$6,173.42	\$366.74
4	\$69,655 <u>\$ 1,393</u> * \$71,048	\$5,920.67	\$351.72
5	\$67,104 <u>\$ 1,342</u> * \$68,446	\$5,703.83	\$338.84
6	\$64,553 <u>\$ 1,291</u> * \$65,844	\$5,487.00	\$325.96
7	\$62,002 <u>\$ 1,240</u> * \$63,242	\$5,270.17	\$313.08
8	\$59,450 <u>\$ 1,189</u> * \$60,639	\$5,053.25	\$300.19
9	\$56,899 <u>\$ 1,138</u> * \$58,037	\$4,836.42	\$287.31
10	\$54,348 <u>\$ 1,087</u> * \$55,435	\$4,619.58	\$274.43
11	\$51,797 <u>\$ 1,036</u> * \$52,833	\$4,402.75	\$261.55

* *Italicized denotes stipends*

ALLOWANCES		
POSITION	ANNUAL	MONTHLY
Division Chair	\$6,110.48	\$509.21
Department Chair	\$2,282.67	\$190.22
Artistic Director, Theatre Arts	\$1,646.78	\$137.23
Asst. Department Chair	\$ 946.50	\$ 78.88
Associate Director, Theatre Arts	\$ 946.50	\$ 78.88
Coordinator	\$ 946.50	\$ 78.88
Additional Allowance	\$ 700.28	\$ 58.36

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: EXAMPLES FOR CALCULATION OF SENIORITY (Article 12.5)

Per Annum (one calendar year)

1 year	FT	=	8 sections
1 term	FT	=	4 sections
2 terms	FT	=	8 sections
1 term	½ time	=	2 sections
3 terms	FT	=	12 sections
lab/science term (2 sections)		=	2.67 sections

(The stable concept is that 8 sections is full-time and Holiday and Professional Development are not counted.)

Non-Instructional (during one calendar year)

for every 10 months FT worked	=	8 sections
for every 4 months FT worked	=	3.2 sections
for every 6 months FT worked	=	4.8 sections
for every 8 months FT worked	=	6.4 sections

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

“Martin Gerson”

“Cheryl McKeeman”

“Ken Jillings”

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“Julie Longo”

“Fraser Archibald”

“Margaret Heldman”

“Maureen Maloney”

LETTER OF UNDERSTANDING

between

LANGARA COLLEGE

and

LANGARA FACULTY ASSOCIATION

RE: FACULTY EVALUATION

The parties agree that the process described in the Letter of Understanding regarding Faculty Evaluation dated February 21, 1996 (see page 82), has not been completed as of the date of signing of this present Letter of Understanding, and that the February 21, 1996 Letter of Understanding remains in effect until that process is complete.

DATED: May 10, 2011

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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: FACULTY EVALUATION

1. The parties agree to establish a joint committee which will be mandated to develop, monitor, and review guidelines containing criteria, procedures and methods for the regular, ongoing, quinquennial formative evaluation of faculty members on continuing contracts and the regular formative evaluation of Division and Department Chairs.
2. The joint committee shall consist of three (3) members appointed by the College and three (3) members appointed by the Association. The College and the Association shall each have two (2) votes, and the quorum for joint committee meetings shall be four (4) members with at least two (2) members from each party.
3. The committee shall submit its report to the parties within ninety (90) days of the ratification of this letter (or such other date as mutually agreed upon).
4. Within thirty (30) days following the submission of the report, the guidelines contained therein shall be presented to the parties for ratification prior to being implemented.
5. Effective the first (1st) of the month following their ratification by the Association and the College, these guidelines shall form part of the Collective Agreement and shall remain in force for the duration of the Collective Agreement, or until modified by mutual agreement of the parties following recommendation by the joint committee.

DATED: May 10, 2011
(Originally signed Feb 21, 1996)

SIGNED ON BEHALF OF
LANGARA COLLEGE

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

“Martin Gerson”

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LETTER OF UNDERSTANDING

between

LANGARA COLLEGE

and

LANGARA FACULTY ASSOCIATION

RE: OFFICE SPACE AND COMPUTER FACILITIES

The Langara Faculty Association has raised concerns about the inadequacies of office space provided for some faculty members.

The parties agree that providing and maintaining adequate office space for faculty members and resolving problems involving inadequate space for faculty members are priorities.

To that end, a committee of two (2) faculty association representatives (Division Chairs) and two (2) College representatives will be created, with the authority to determine a plan to ensure that all faculty have access to adequate office space and computer facilities.

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

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LANGARA FACULTY ASSOCIATION

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LETTER OF UNDERSTANDING

between

LANGARA COLLEGE

and

LANGARA FACULTY ASSOCIATION

RE: PARTICIPATION IN FIELD/EXTERNAL STUDIES PROGRAMS

The parties agree that opportunities for appointments for instruction in these Field/External Studies Programs shall be first offered to qualified internal candidates in accordance with Article 10.2 of the Collective Agreement. In the event that there are no internal candidates appointed, the parties agree that owing to the particular nature and requirements of Field/External Studies Programs, any Faculty appointed specifically and solely to provide instruction to such a program, and who do not already have seniority as per Article **12.5** of the Collective Agreement, will be considered Substitute Faculty Members as per Article 2.1.4 of the Collective Agreement, notwithstanding that the appointment is for a specific period of time.

DATED: May 10, 2011

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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: PROBATIONARY YEAR EVALUATION REPORT - ARTICLE 10.4.2.3.1

This will confirm the agreement of the parties to the following understanding:

1. The intent of the evaluation timing Article (10.4.2.3.1) is to provide at least 2 full instructional terms upon which the evaluation will be based.
2. The parties agree that it is highly undesirable to have a rotation of instruct, off, instruct in any appointment and that such rotation will be avoided wherever possible.
3. The deadline for submission of the Evaluation Committee's report for faculty members in their probationary year whose non-instructional term is in term 2 will automatically be extended to ensure sufficient time is available to complete the evaluation.
4. The parties further agree that the probation may be extended beyond one year by mutual agreement of the parties, where insufficient time has been available to conduct an appropriate evaluation as in 1. above. This extension must be confirmed in writing.
5. This extension will not reduce the 3 month notice of termination required in Article 10.3.1, however, the parties agree that notice can be paid in lieu and can be given at any time prior to the end of the probationary year.

DATED: May 10, 2011

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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: AGREEMENT REGARDING THE THEATRE ARTS DEPARTMENT

1. The Theatre Arts Department shall be chaired by the Artistic Director, Theatre Arts Program, at the Coordinator level (reporting directly to Division Chair), rather than by a Department Chair, with appointment dates to coincide with those of Department Chairs.
2. The Associate Director, Theatre Arts Program, shall be at the Coordinator level with appointment dates to coincide with those of Coordinators.
3. The allowances associated with these positions shall be as per Article 6.4 and Schedule A based on Coordinator with additional allowance, and Coordinator respectively.
4. There shall be a Theatre Arts Personnel Committee whose purpose is to review the performance of the Artistic Director and Associate Director prior to the expiration of each two-year appointment.
5. The term of appointment for the Artistic Director shall be three (3) years and Associate Director is two (2) years, subject to successful review by the Personnel Committee and ratification by the Theatre Arts faculty.
6. The job description and reporting relationships for both positions shall be as described in the December 9, 1993, document.
7. The December 9, 1993, document shall be recognized as the founding document for this Letter of Understanding.

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

SIGNED ON BEHALF OF THE
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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: COLLECTIVE BARGAINING 2010 – COMPENSATION RE-OPENER

The Collective Agreement is being negotiated in accordance with the PSEC Mandate established by Government for the current collective bargaining.

Langara College agrees that, in the event that Government decides to modify the PSEC Mandate as it applies to the entire Public Service and Public Sector during the term of the Langara College/Langara Faculty Association Collective Agreement arising from the current collective bargaining, the Langara Faculty Association will have the opportunity to renegotiate the total compensation for the balance of the term of the Collective Agreement.

This opportunity to renegotiate will relate to total compensation only and such negotiations will be based on and limited by the full value of the revised PSEC Mandate and will be subject to approval by the Post-Secondary Employers' Association (PSEA). This renegotiation will not result in the early termination of the Collective Agreement.

The Letter of Understanding expires at midnight on March 31, 2012.

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

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LANGARA FACULTY ASSOCIATION

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**LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION**

RE: VIDEO SURVEILLANCE

The College agrees that video surveillance monitoring data will not be used by the College to discipline a faculty member during the term of the Collective Agreement.

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: OVERLOADS

Notwithstanding the provisions of Article 31.2, the parties agree that the use of overloads should be minimized. Where the Department Chair, Division Chair and Dean agree that an overload is necessary to ensure the availability of a qualified faculty member, then the overload will be offered in a fair and equitable manner to all interested, available and qualified faculty in the department. Overloads will normally be offset by a corresponding underload within the twelve (12) month period immediately following completion of the overload contract.

Payout of overloads will only occur with the approval of the Dean.

Appropriate use of overloads includes the following situations:

- Emergency hires
- Demonstrated inability to recruit (internally and externally) a qualified faculty member
- Other situations as approved by the Dean

Overloads of less than four (4) months in duration or less than ¼ time will usually be exempt from this overload/underload practice.

DATED: May 10, 2011

SIGNED ON BEHALF OF
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LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: HUMAN RIGHTS POLICY

The parties agree that the Langara College Human Rights policy dated January 24, 2006 (attached), incorporates and is consistent with the provisions of the Langara Faculty Association Collective Agreement relating to Human Rights. The parties further agree that Article **13.3** - Personal Harassment, of the LFA Collective Agreement is excepted from this Letter of Understanding.

The parties further agree that, barring any substantive changes made to the Policy that cannot be mutually addressed with the Langara Faculty Association, when a complaint of sexual harassment or other human rights violation is received by the Employer, the complaint shall be dealt with under the Human Rights Policy.

DATED: May 10, 2011

SIGNED ON BEHALF OF
LANGARA COLLEGE

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LANGARA COLLEGE

Title: Human Rights
Category: Administration - Conduct
Policy No.: B3008
Replaces: B3008 – Human Rights
Applicability: All Employees and Students
Effective Date: January 24, 2006 (Amendment)
Source(s): Langara Council

Approval: L. Holmes
President

1. PURPOSE

Langara College wishes to foster an environment in which there are no impediments to full and free participation in the academic, social, political and cultural life of the College. Accordingly, the purpose of this policy is to promote a climate of understanding and mutual respect, to prevent discrimination and harassment, to provide a means of redress for persons who are the objects of discrimination and harassment and to create an environment in which dignity, self-esteem and productivity are enhanced and fostered.

This policy will not be applied in such a way as to detract from the rights of employees and students to engage in frank discussion about controversial issues. Moreover, this policy is not meant to limit discussion, prohibit instructional techniques or prohibit course content that advocates controversial positions, provided that these activities are conducted in a mutually respectful and non-coercive manner.

2. DEFINITIONS

Complainant: means a person who seeks recourse under this policy, alleging that they have been the target of discrimination or harassment.

Complaint: means a written document which complies with Section 8.3 below, alleging that this policy has been violated.

Discrimination: includes both direct and adverse effect discrimination. **Direct discrimination** is defined as an act or an omission, whether intentional or not, in which a distinction, based on a ground contained in the B.C. Human Rights Code is made against an individual, thereby creating a disadvantage. **Adverse effect discrimination** is defined as a rule or a practice, neutral on its face, which has a disadvantageous impact or effect on an individual or group because of some special characteristic of the individual or group included in Section 5.1 below.

Employee: means a person employed and paid by Langara College to provide services on behalf of the College.

Harassment: means any conduct or comment based on or motivated by a ground listed in Section 5.1 of this policy, directed at an individual or a group, and which is known or ought reasonably to be known to be unwelcome, and

- a. detrimentally affects the work or academic environment; or
- b. leads to adverse job or academic-related consequences for the person harassed.

Harassment does not include collegial disputes or disagreements regarding policy, practice or ideology.

Parties: means the complainant(s) and the respondent(s) under this Policy.

Respondent: means a person against whom an allegation of discrimination or harassment has been made under this policy.

Service Providers: includes vendors of goods and/or services to or at the College, volunteers, and others with similar connections to the College.

Sexual Harassment: is comment or conduct of a sexual nature which is known or ought reasonably to be known to be unwelcome; and which

- a. is reasonably perceived to be placing a condition of a sexual nature upon any aspect of an employment or an academic relationship; or
- b. leads to adverse job or academic-related consequences for the person harassed; or
- c. detrimentally affects the work or academic environment.

Student: means a person who is enrolled, whether full or part-time, in a course of study at Langara College.

3. AUTHORITY

3.1 Related Acts and Regulations

B.C. College and Institute Act

B.C. Freedom of Information and Protection of Privacy Act

3.2 Related Policies

Access to Education for First Nations' Learners

Code of Conduct
Concerns About Instruction
Diversity (College Board)
First Nations' Employment Equity
First Nations' Learner Support Mechanisms
Services for Students with Disabilities
Statement on Harassment (College Board)

4. RELATIONSHIPS WITH COLLECTIVE AGREEMENTS

B.C. Nurses' Union Collective Agreement
Canadian Union of Public Employees, Local 15 - VMECW Collective Agreement
Langara College Administrators' Association Terms of Employment
Langara Faculty Association Collective Agreement

5. POLICY

5.1 Every member of the College community has the right to work and study under conditions that are free of discrimination and harassment, and the right to the equal protection and the equal benefit of all College policies and practices without discrimination based on any of the prohibited grounds listed in the B.C. Human Rights Code, which are:

race
colour
religion
ancestry
place of origin
sex (including pregnancy)
physical disability
mental disability
family or marital status
political belief
sexual orientation
criminal conviction unrelated to employment
age (19 or over and less than 65 years), in the case of employment, tenancy or publication

- 5.2** Discrimination on any of the grounds listed in Section 5.1 above is prohibited. As a form of discrimination, harassment based on any of the grounds enumerated above is prohibited.
- 5.3** When a complaint of sexual harassment or other human rights violation is received involving an individual covered by the Collective Agreement between Langara College and the Langara Faculty Association, the provisions of this policy shall apply in place of Article 13 of the Langara Faculty Association Collective Agreement.
- 5.4** Where this policy conflicts with the terms of any other Langara College policy, this policy will apply.
- 5.5** This policy does not preclude any policy, practice or activity that has, as its object, the amelioration of conditions of disadvantaged individuals or groups who are disadvantaged because of a ground listed in Section 5.1 of this policy.
- 5.6** Neither the Human Rights Coordinator nor any Investigator appointed under this policy are compellable witnesses in any arbitration or other hearing or legal procedure which may result from a complaint under this policy.
- 5.7** The College will only accept complaints from current employees or students or individuals who were employees or students in the 12-month period prior to the complaint. The respondent must be a current employee or student, or have been an employee or student in the 12-month period prior to the complaint. A complaint must pertain to College-related activities.
- 5.8** Where a complaint names as respondent a person who is not a current student or employee of the College, the College's ability to investigate or facilitate a resolution may be restricted.
- 5.9** Service Providers, the Langara Students' Union, and their employees and agents, and visitors to the College are expected to conduct themselves in any College-related activity in a manner consistent with this policy. Allegations of discrimination and harassment against such persons will be dealt with by the College as potential breaches of contract, and/or may result in suspension of College privileges, such as access to the campus.
- 5.10** Service Providers, the Langara Students' Union, and their employees and agents and visitors to the College who suffer discrimination or harassment do not have access to these complaint procedures.
- 5.11** Where the President is involved in a complaint as either complainant or respondent, the Langara College Board Chair will assume the role assigned in this policy to the President.

Confidentiality

- 5.12** All information gathered pursuant to the provisions of this policy will be held by the College in confidence and will not be disclosed except as required by law, or as required to ensure there is a full and fair investigation of a complaint. Confidentiality does not mean anonymity. Anonymous complaints will not be accepted under this policy.
- 5.13** All persons contacted during the complaint investigation process will be expected to respect the confidential nature of the process.
- 5.14** When dealing with information under section 22(2)(f) of the Freedom of Information and Protection of Privacy Act, personal information supplied under this policy is considered to be supplied in confidence.

6. GUIDELINES/STANDARDS

Not applicable.

7. EXCEPTIONS

Not applicable.

8. PROCEDURES

Making a Complaint

- 8.1** College students or employees who are subject to behaviour that they interpret as harassment or discrimination should first approach the person(s) displaying the discriminatory or harassing conduct and ask them to stop the conduct. If they are uncomfortable doing this or if the behaviour persists they are encouraged to consult the Human Rights Coordinator.
- 8.2** Students and employees may seek information from the Human Rights Coordinator without activating the complaint process. Only written, signed complaints in which the complainant's identity is disclosed may proceed through the mediation and investigation stages.

- 8.3** Any College student or employee who believes on reasonable grounds that he/she has been the subject of discrimination or harassment, may submit to the Human Rights Coordinator a signed, written complaint. The complaint will include all of the relevant details of the allegation, including the names of the complainant and the respondent, the date (s), time (s) and act (s) and/or words that are alleged to constitute a breach of this policy. It will also include the names of any other persons known to the complainant who may have information relevant to the complaint.
- 8.4** A complaint must be filed within 12 months of the alleged contravention. If a continuing contravention is alleged in a complaint, the complaint must be filed within 12 months of the last alleged instance of the contravention.
- 8.5** The Human Rights Coordinator may proceed with two or more complaints together if he/she is satisfied that it is fair and reasonable in the circumstances to do so. In determining whether it is fair and reasonable, the following will be considered:
- a. whether the parties are the same;
 - b. whether the allegations are sufficiently similar that many common legal and factual issues will arise;
 - c. whether the handling of the complaints will be prolonged or shortened;
 - d. whether there is potential prejudice to the parties and other individuals involved.
- 8.6** The Human Rights Coordinator may reject all or part of a complaint on the following grounds:
- a. that the alleged conduct, if true, would not constitute a violation of this policy;
 - b. that there are no reasonable grounds to establish a violation of this policy;
 - c. that it lies outside the jurisdiction of this policy;
 - d. that it is frivolous, vexatious or made in bad faith; or
 - e. that it is beyond the time limits for laying a complaint.
- 8.7** If the Human Rights Coordinator rejects all or part of a complaint under Section 8.6 above, the complainant will be notified in writing, and no further action will be taken under this policy with respect to those parts rejected by the Human Rights Coordinator. This decision does not affect the right of an employee to file a grievance alleging a violation of an applicable collective agreement.
- 8.8** If the Human Rights Coordinator determines at any time following an initial contact with a complainant that safety or security issues exist, the Human Rights Coordinator will refer the matter to the President of the College for action, and the referral will include disclosure of any information that the President deems appropriate. The Human Rights Coordinator may continue to act on the complaint.

Notice to the Respondent

8.9 Where the Human Rights Coordinator has not rejected the complaint under Section 8.6 above, the respondent will be informed in writing, by ordinary mail under confidential cover, addressed to the respondent's home or business address that:

- a. a complaint has been made against him/her;
- b. he/she need not reply at this stage to the allegations; and
- c. he/she has the right to representation and assistance during these procedures by a person of the respondent's choosing, including a lawyer or a shop steward, at no cost to the College.

A copy of the complaint will be included with this notification. Where either the complainant or respondent is a person to whom a collective agreement applies, the notification and a copy of the complaint will also be sent to the designated Union representative.

Mediation

Student/Student Complaints

8.10 Where all parties are students, mediation will be provided by the Human Rights Coordinator, or another individual designated by the College.

Complaints Involving Employees

8.11 Where either the complainant or the respondent is an employee of the College, the mediator will be agreed upon by the parties, in accordance with any applicable collective agreement.

8.12 Mediation can only take place with the agreement of all parties. Its purpose is to facilitate the resolution of the complaint. If a proposed resolution involves the College, the College must agree to the resolution.

8.13 Where a resolution is reached through mediation, the complainant and the respondent must agree in writing to the resolution. The matter will then be considered concluded. Where the complainant or respondent is an employee of the College, no record of the mediation, except the written agreed resolution, will be placed on an employee's file. The written resolution will be removed from the employee's file after the time period specified in the applicable collective agreement, unless there has been a subsequent complaint of discrimination or harassment within that period. Where the complainant is a student, no record of the mediation, except the written agreed resolution, will be placed on the student file.

Investigation and Fact Finding

- 8.14** If mediation is not convened, or if it is convened but it does not result in resolution, the matter will proceed to the investigation stage. The purpose of the investigation is to determine facts and to determine whether a violation of the policy has occurred. The investigator will be appointed within 10 days of the referral.

Student/Student Complaints

Where all parties to a complaint are students, and where the Human Rights Coordinator has not mediated the matter, the investigation will be conducted by the Human Rights Coordinator.

Complaints Involving Employees

Where either the complainant or the respondent is an employee of the College, the investigator will be agreed upon by the parties in accordance with the applicable collective agreement.

- 8.15** The investigator will conduct the investigation in a full, fair and impartial manner.
- 8.16** At any time, with the consent of the parties, a matter may be mediated. If the matter is successfully mediated prior to completion of the investigation, then no investigation report will be written.
- 8.17** The investigator will conclude the investigation within 30 days of appointment, and will produce an investigation report within a further 15 days. If the parties agree to mediate the matter following completion of the investigation, either party may request that the investigation report be provided to the parties.

The Investigation Report and Submissions

- 8.18** Following the investigation, the investigator will prepare a written report. All persons quoted in the investigation report will be identified using initials. The report will contain the following sections:
- a. Investigation methodology;
 - b. Allegations of the complainant(s);
 - c. Response to the allegations;
 - d. Findings of fact and credibility;
 - e. Conclusions re: breach of Human Rights policy.
- 8.19** The investigator may also include in the report a finding that the complaint was frivolous, vexatious or made in bad faith.

- 8.20** The investigator's report will be provided to the parties on the condition that they will keep the report confidential and will not disclose it or the content, except to receive legal advice. A copy of the report will also be provided to the College President. A copy of the report will not be placed in the employee's file. Except as set out below, the report will not be introduced as evidence or have standing in any arbitration or other legal procedure.
- a. The College is entitled to rely on the fact of mediation or the report of an Investigator as evidence that may mitigate liability in any proceeding that follows mediation or receipt of the investigator's report.
 - b. The College is entitled to rely on the investigator's report as evidence that it acted in good faith in any action it undertook following receipt of the report, where the issue of good faith is raised by the complainant, a grievor or the union.

The parties are not precluded from reaching an Agreed Statement of Facts, based upon facts in the report, in preparation for arbitration or other legal procedure.

- 8.21** The complainant(s) and the respondent(s) will have 15 days to provide submissions to the President regarding the investigation process.

College Decisions

- 8.22** The President will consider the report and the submissions of the parties if any, and decide the appropriate action. The President's decision will be provided within 10 days following the 15-day time frame identified in Section 8.21 above.
- 8.23** The range of disciplinary sanctions for a violation of this policy may include, but is not limited to: a letter of reprimand, suspension, expulsion, the imposition of behavioural sanctions such as requirements that an individual refrain from going certain places on campus or from taking certain classes, or a recommendation of dismissal to the Administrative Review Committee of the Langara College Board.

Other Remedies

- 8.24** The President may issue other remedies, the purpose of which is to mitigate damage resulting from a violation of this policy.
- 8.25** In cases where it is determined that there has not been a violation of the policy following an investigation, the College President will, if appropriate, issue a statement to that effect.

Retaliation

8.26 Retaliation against or interference with an individual who has filed a complaint or who has been named as a witness, whether or not the complaint was substantiated, is expressly prohibited. Retaliation may result in the imposition of discipline, up to and including dismissal or expulsion from Langara College.

Limited Appeal of President's Decision

8.27 In the case of employee suspension or dismissal, or student suspension or expulsion, the party disciplined may appeal the decision of the President, or the decision of the Administrative Review Committee in the case of employee dismissal, to the Langara College Board. The Appeal must be filed within 10 working days of notification to the employee or student of the decision.

8.28 The Langara College Board will hear the matter at the next regularly scheduled Board meeting or at a special Board meeting convened to hear the matter, provided they have at least five (5) business days notice that a party to the complaint wishes the matter to be reviewed. An appeal by a party disciplined may be made only on one or more of the following grounds:

- a. the investigator failed to comply with the procedural requirements of this policy;
- b. there is real or apparent bias on the part of the investigator; or
- c. the discipline imposed on the party appealing is inappropriate in light of the findings of fact.

8.29 A party who seeks, or who has received a remedy under this policy, may appeal to the Langara College Board on the grounds that the remedy is inadequate or inappropriate in light of the findings of fact. A party may not appeal the discipline of another person.

8.30 An employee covered by a collective agreement may appeal disciplinary action taken under this policy by filing a grievance under the applicable collective agreement. In such circumstances, the grievance may proceed directly to the last step of the grievance procedure prior to arbitration. The parties will be subject to the time limits provided in the applicable collective agreement.

Other Processes

8.31 These procedures will not be used where a complainant has sought recourse under another process, such as filing a complaint under the Human Rights Code or initiating a grievance, unless the other process has been discontinued or abandoned.

8.32 If a complainant has reported the matter to the police, and a criminal investigation is proceeding, a complaint may proceed under this policy.

General Provisions

8.33 Right of Parties to Support and Assistance

The parties to a complaint are entitled at all times during these procedures to the representation and assistance of a person of the parties' choosing, including a lawyer or a shop steward, at no cost to the College.

8.34 Participation in the Process

To ensure due process, the parties are expected to participate and provide evidence in a timely manner. If the complainant does not cooperate in the investigation of a complaint, the complaint will be dismissed. If the respondent does not cooperate in the investigation, the investigation may proceed, and a decision will be based on the evidence at hand.

8.35 Obstruction

Any member of the College community whose willful actions obstruct the processing of a complaint will be subject to discipline.

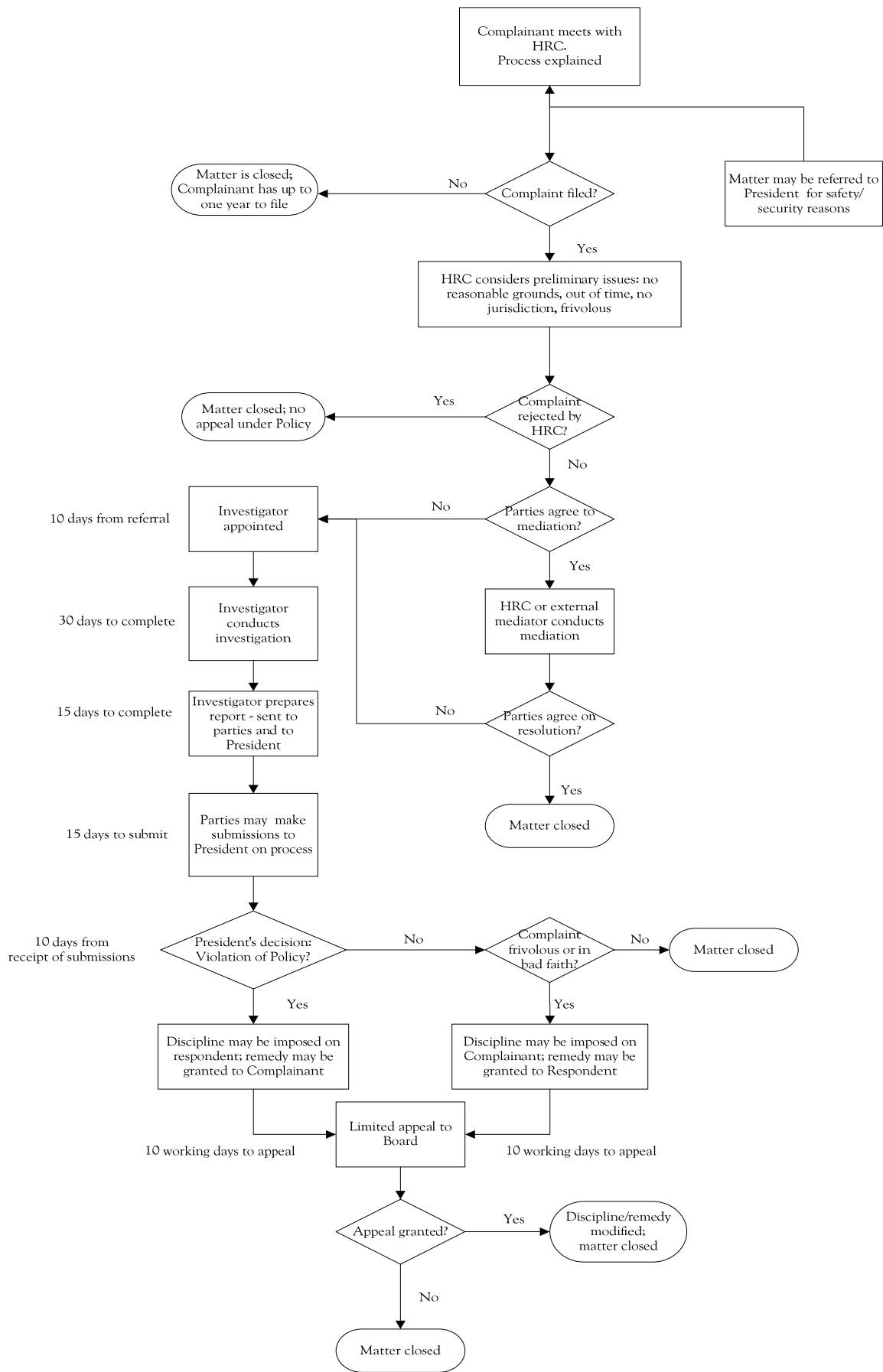
8.36 By agreement of the parties, any time limits contained in Articles 8.14 through 8.30 of this policy may be extended or waived.

9. INQUIRIES

Questions about this policy should be directed to the Human Rights Coordinator or the President's Office.

10. APPENDICES

Appendix A: Process Flowchart



SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN

When on pregnancy or parental leave, a faculty member will receive a supplemental payment added to Employment Insurance benefits as follows:

- a) the first six (6) weeks of pregnancy leave a faculty member shall receive one hundred percent (100%) of her salary calculated on her average base salary over the past twenty-six (26) weeks.
- b) a maximum of eleven (11) additional weeks of pregnancy leave the faculty member shall receive an amount equal to the difference between the Employment Insurance benefits and fifty-five percent (55%) of her salary calculated on her average base salary over the past twenty-six (26) weeks.
- c) up to a maximum of thirty-five (35) weeks of parental leave, the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and fifty-five percent (55%) of the faculty member's salary calculated on her average base salary over the past twenty-six weeks.
- d) For up to a maximum of thirty-seven (37) weeks of parental leave, the birth father, adopting parent or spouse shall receive an amount equal to the difference between the Employment Insurance benefits and fifty-five percent (55%) of the faculty member's salary calculated on the faculty member's average base salary over the past twenty-six weeks.

A faculty member is not entitled to receive Supplemental Employment Benefit and sick leave or disability benefits concurrently. To receive Supplemental Employment Benefit payment, the faculty member shall provide the College with proof of application for and receipt of Employment Insurance benefits.

If a faculty member is disentitled or disqualified from Employment Insurance pregnancy or parental benefits, the faculty member shall receive the supplemental payment to the appropriate percentage less the amount of Employment insurance benefits the faculty member would have received if qualified for Employment Insurance benefits. This provision shall not apply to birth mothers for the first six (6) weeks following birth of the child.

APPENDIX I

In the event that both parents are covered by the provisions of this Collective Agreement, then each faculty member shall be entitled to the parental leave supplement payment of fifty-five percent (55%) less the amount of Employment Insurance benefits that the faculty member would have received if they had qualified for Employment Insurance benefits.

In the event that a faculty member is in receipt of employment income from other sources while on pregnancy and parental leave they shall be disqualified from receiving College paid SEB plan benefits.

** To receive the Supplemental Employment Benefits, the faculty member shall provide the College with proof of application and receipt of EI Benefits. The payment of this supplementary benefit calculated and paid as follows:

- a) The College shall estimate the amount of the EI payment and provide the supplemental payment to the faculty member on the usual salary payment schedule, and those supplemental payments shall be regarded as an advance.
- b) The faculty member shall provide the College with evidence of the actual EI payment received.
- c) The College shall adjust subsequent payments to the faculty member to achieve the top-up described above based on the actual EI payment received by the faculty member.

** NB This clause is process related and may require adjustment for administrative/payroll purposes. **

GUIDELINES AND CRITERIA FOR EVALUATION

Guidelines for Evaluation

1. Within the first month of service, the evaluation committee shall meet with the person to be evaluated to describe and discuss evaluation criteria, standards, measures/evidence, and weighting and to inform the person of those.
- 2.. "Criteria" shall include instructional/counselling/library skills and service, professional development, college service, and community service.
3. "Standards" shall be developed and published from time to time by each department in conformance with general standards published by the College and the Association jointly from time to time, except where unique requirements of a department require unique standards.
4. "Weighting" of criteria shall be as follows:

Instruction/Counselling/Library Skills	60-80%
Professional Development	10-30%
College Service	10-20%
Community Service	0-10%.
5. "Measures" may include some or all of:
 - a) classroom or other workplace visit and observation by Department Chair or delegate;
 - b) self-evaluation;
 - c) student evaluation;
 - d) peer response and/or classroom observation;
 - e) other means as suits unique requirements of person being evaluated.
6. All material considered by the evaluation committee shall be reduced to writing and placed in the personnel file of the person who is evaluated. The person who is evaluated shall be entitled to access all documents on file and to place written responses in the file.

Criteria For Evaluation

At least the following three criteria will normally be referenced for an evaluation:

1. Instructional and Professional Skills

A. Qualifications

- √ degrees, certificates, etc.
- √ experience
- √ ability to perform duties for which the person was hired
- √ flexibility (ability to perform duties which may prove necessary subsequently)

B. Professional Responsibilities

- √ fulfilment of assigned duties
- √ maintenance of professional ethics

C. Classroom Teaching

(applicable largely to lecture or discussion format)

- √ classroom atmosphere
- √ speaking skills and questioning techniques of the instructor
- √ use of all resources within the department in order to maintain standards of instruction, grading, etc.
- √ objectives/organization of lecture or discussion
- √ use of text, printed materials and chalkboard
- √ use of audio-visual aids
- √ lab demonstration techniques

D. Student Contact

- √ communication with students, including use of office hours
- √ giving students adequate, timely feedback about their performance
- √ counselling, interviewing and tutoring students
- √ informing students of basis for grading
- √ internship/practicum organization and supervision

E. Course Content and Organization

- √ goals/objectives and courses taught
- √ examinations and grading standards
- √ instructional materials prepared by the instructor including outlines and assignments
- √ choice of text and other supplementary materials

F. Communication

- √ communication with colleagues, Coordinators and Department and Division Chairs
- √ effective use of resources:
 - Library
 - Instructional Media Services
 - Student Services
 - Counselling
 - Community
 - Other Campuses
- √ communication with selection committee regarding self-evaluation and improvement of instruction

2. Departmental/College Involvement

- √ involvement in Department and Division and College meetings, duties and committees
- √ curriculum development, preparation of course materials
- √ technological innovation/updating
- √ professional development
- √ publications
- √ professional activities, contacts with professional organizations, attendance at conferences
- √ faculty association involvement, including committees
- √ communication with staff and administration
- √ knowledge of other parts of the College

3. Community Involvement

- √ communication with community organizations and involvement in community activities in professional area
- √ other contributions to the community

GUIDELINES

FOR

EVALUATION

Prepared by:

*The Joint Steering Committee
- established by agreement of
the LFA and VCC during the 1992
Contract Negotiations
[September 1997]*

GUIDELINES FOR EVALUATION

The Langara Mission statement provides direction for the type of education provided for students and the ways that this education is provided at Langara.

“...Langara College provides flexible, innovative and student-centered education; develops a mastery of skills, analytical abilities, and creativity in its students; fosters tolerance, self-respect, and respect for the rights of others. It encourages the pursuit of knowledge through a multi-disciplinary and varied curriculum ... with a diversity of modes of delivery while integrating knowledge with practice, individual growth with social responsibility, and personal enrichments with skills development.”

It is in accordance with this expression of our institution’s purpose that an evaluation of the performance of the instructional and non-instructional duties of a faculty member is to be made.

This evaluation is made for the purpose of examining suitability for further appointment or for the continuation of appointment. The process of evaluation should provide a faculty member the opportunity to review suggestions from their evaluation committee and discuss methods for enhancement of their abilities and remediation of any areas where need for improvement has been identified.

GENERAL PRINCIPLES FOR EVALUATION

The Evaluation Committee is primarily responsible to assess the suitability of a faculty member for appointment by measuring and evaluating the degree to which the faculty member fulfills assigned duties, and the extent to which the faculty member is successful in the classroom and other areas with students. Measures of success include positive classroom atmosphere, proficient lecturing, questioning and other student-related speaking skills, facility at laboratory demonstration and the use of audio-visual aids, and effective communication with colleagues. For faculty whose primary areas of responsibility do not involve classroom instruction, departments shall define the appropriate comparable areas to be evaluated.

While the Evaluation Committee shall consider matters such as professional development and general service to the College and community, these must not be determining factors for a satisfactory evaluation.

In all instances where applicable to the normal duties of the faculty member, the Committee shall base its recommendations upon appropriate criteria of instructional, counselling, and library work with students. Satisfactory performance in these activities shall be the determining criteria for assessing suitability for further appointment or continuation of appointment.

RESPONSIBILITIES OF THE EVALUATION COMMITTEE

	ARTICLE
<p>In accordance with Article <u>10.4</u> of the Collective Agreement:</p> <p>Faculty members holding Regular Three-year and Temporary appointments shall be assisted and evaluated by evaluation committees.</p> <p>The evaluation committee has the responsibility of promptly alerting the faculty member to any criticism, either positive or negative, that may emerge from the performance of duties. It will be expected to take a strong interest in the professional development of the faculty member, to assist as much as possible, and to evaluate suitability or unsuitability for further appointment or for the continuation of appointment.</p> <p><u>Composition of the Evaluation Committee</u></p> <p>In accordance with Article 10.4.1.1, the composition of the evaluation committee insofar as this is possible shall be the same as the composition of the recommendation committee which dealt with the selection of the faculty member involved.</p> <p>In accordance with Article 10.2.2, the recommendation committee shall consist of the appropriate Dean's delegate, the Division Chair, where applicable, or delegate; the Department Chair, Assistant Department Chair, or Coordinator; named by the Department Chair (or the Division Chair where there is no Department Chair); two faculty members from the area involved, selected by the department; and one faculty member at large named by the Faculty Association.</p>	<p>10.4.1</p> <p>10.4.2</p> <p>10.4.1.1</p> <p>10.2.2</p>

CONTRACTS: DEFINITION/EVALUATION/RECOMMENDATION

CONTRACT TYPE: REGULAR		ARTICLE
Definition:	<p>..... a faculty member appointed to a position under written contract of employment which stipulates starting and ending dates.....</p> <p>Examples:</p> <ul style="list-style-type: none"> • replacing regular faculty on leave • replacing faculty sick leave • doing short term projects • replacing secondments • work is not ongoing 	2.1.3
Evaluation:	<p>By Evaluation Committee:</p> <ul style="list-style-type: none"> • due 5 weeks prior to termination • <u>responsibility</u> for submission of evaluation reports and the timing thereof shall rest with the Department Chair. • if the faculty member is appointed on a series of contracts then the evaluation must be in the <u>first term</u> of the appointment and then not more than once in each year of duty. 	10.4.2.2
Recommendation:	<p>The evaluation committee has the responsibility of alerting the faculty member to any criticism, either positive or negative, that may emerge from the performance of duties. It will be expected to take a strong interest in the professional development of the faculty member, to assist as much as possible, and to <u>evaluate suitability or unsuitability</u> for further appointment or for the continuation of appointment, taking into account the criteria in the Appendix hereto entitled "Guidelines and Criteria for Evaluation". Such criteria shall be agreed to and may be updated from time to time by mutual agreement of the parties.</p> <p>The evaluation committee shall make a recommendation.</p>	10.4.2.2.1
		10.4.1.2

CONTRACT TYPE: REGULAR		ARTICLE
Definition:	A faculty member appointed to a position under one of the contracts noted in this Agreement for Regular faculty members. A regular faculty member may be employed on a part-time basis by agreement between the faculty member and the College...	2.1.2
Term of Appointment:	3 years	
	Upon completion of the equivalent of two (2) full-time years of duty within a consecutive five-year period at Langara College, a temporary faculty member shall be offered a three-year regular appointment either full or part-time provided the following conditions are met:	10.3.6.1
	1) the faculty member's performance has been deemed satisfactory in accordance with the evaluation provisions of Article 10.4 of this Collective Agreement, and	
	2) the need for the faculty member's services in the area of appointment can reasonably be expected to be ongoing.	
Evaluation:	3) all regular contracts require two evaluations of the evaluation committee.	10.3.2
	<u>Non-Probationary</u>	10.4.2.3
	4) first year is <u>NOT</u> probationary when: <ul style="list-style-type: none"> • faculty member has completed the equivalent of <u>two full-time</u> years of duty • must be evaluated twice prior to offer of continuing, normally in the first and third year. 	

CONTRACT TYPE	REGULAR	ARTICLE
Recommendation:	<ul style="list-style-type: none"> if evaluations satisfactory then committee submits final report 8 months prior to the end of three (3) year contract. 	10.4.2
	<p>Note: ... In exceptional circumstances when a faculty member has received an unsatisfactory evaluation they may be evaluated ONE (1) <u>additional</u> time.</p>	10.4.2.3
	<p><u>Probationary</u></p> <ul style="list-style-type: none"> <u>first year</u> of three (3) is <u>probationary</u> faculty member has less than two (2) full time years of duty accumulated *evaluation to be submitted four (4) months prior to end of first year if satisfactory evaluation - then second evaluation done and <u>final report</u> of the committee submitted not later than eight (8) months prior to end of the three (3) year contract. 	10.3.1
	<p>In the case of a faculty member on a three-year regular contract, who has completed the probationary period, the evaluation committee's final report must be submitted to the Principal, or delegate, or the Director, Library Services, where appropriate, for transmission with comments to the President, or delegate, not later than eight (8) months prior to the end of the contract. Evaluation committee reports shall be considered by the President, or delegate, in determining whether or not an offer will be made of a <u>continuing contract</u> to a regular faculty member.</p> <p>a) the faculty member has been deemed to have a Master's degree or equivalent, and</p> <p>b) faculty member has completed three (3) full time years or the equivalent of regular appointment.</p>	<p>See: 10.4.2.4 10.4.1.2 10.4.2.1 10.3.2</p> <p>See: 10.3.3.1 10.3.3.2</p>

NOTE:

*If the instructional faculty schedule of terms is teach/non-teach/teach, refer to Letter of Understanding attached regarding timing of evaluations.

SCHEDULE OF MEETINGS & REPORTS

EVALUATION COMMITTEE MEETINGS	SCHEDULE OF MEETINGS & SUBMISSION OF REPORTS
<p><u>First Evaluation</u></p> <p>The evaluation committee may hold, at their discretion, as many meetings as they feel necessary, but with the exception of the evaluation of instructors on temporary contracts, must hold at least three meetings in accordance with the following sequence:</p> <p><u>First Meeting:</u> the evaluation committee shall meet with the person to be evaluated to describe and discuss areas to be evaluated, standards, measures/evidence, and weighting.</p> <p>During the period from this meeting until the next one, the committee must keep the person being evaluated fully informed of all data and findings generated, and to advise and assist the person with the amelioration of any concerns identified.</p> <p><u>Second Meeting:</u> the evaluation committee shall meet to summarize its findings, to discuss them with the person being evaluated, and to develop plans for the ongoing evaluation in the next teaching semester (or for non-instructional faculty the next semester).</p> <p>During the ongoing evaluation process, the person being evaluated must be kept informed of all matters relating to the evaluation, and be assisted with any problems that may arise.</p>	<p><u>Regular or Temporary Faculty</u> Within the first month of a regular or temporary contract.</p> <p><u>Regular Faculty</u> Prior to end of first semester</p> <p><u>Temporary Faculty</u> This meeting is optional subject to length of contract and time permitting (See Note 1.)</p>

NOTE 1: If the faculty member is appointed on a series of temporary contracts then the evaluation must be in the first term of the appointment and then not more than once in each year of duty.

EVALUATION COMMITTEE MEETINGS	SCHEDULE OF MEETINGS & SUBMISSION OF REPORTS
<p><u>Third Meeting:</u> the committee shall meet to review its findings and to prepare a report with an attached summary sheet. The report and its recommendations must be reviewed by the person being evaluated, signed by all concerned, and submitted to the appropriate dean through its division chair, or where appropriate, department chair.</p> <p><u>Second Evaluation (See Note 3)</u></p> <p>Instructors proceeding to the second year of a three year regular contract must have a second evaluation completed. These evaluations should be conducted in a manner and sequence similar to that described for the first evaluation.</p>	<p><u>Regular Non-Probationary Faculty</u> Reports must be submitted prior to end of first year of contract.</p> <p><u>Regular Probationary Faculty</u> Reports must be submitted prior to end of the eighth month of the first year of contract (See Note 2).</p> <p><u>Temporary Faculty</u> Report due five weeks prior to termination of contact.</p> <p><u>Regular Faculty</u> Reports must be submitted eight months prior to the end of the three year contract.</p>

Note 2: If the instructional faculty schedule of terms is teach/non-teach/teach, refer to the Letter of Understanding attached regarding timing of evaluations.

Note 3 In exceptional circumstances when a faculty member has received an unsatisfactory evaluation they may be evaluated ONE additional time.

EVALUATION PROCEDURE CHECKLIST	DONE
FIRST EVALUATION	
<i>For three year regular and temporary faculty</i>	
<p>Within the first month of appointment, committee to:</p> <ul style="list-style-type: none"> · meet with the evaluatee to review criteria, guidelines and objectives. 	<input type="checkbox"/>
<p>Within the first teaching term, committee to organize:</p> <ul style="list-style-type: none"> · student feedback · Classroom visit · peer review · other departmental evaluation methods 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>By end of first teaching term, committee to:</p> <ul style="list-style-type: none"> · Meet with evaluatee · Review feedback · Jointly set goals and objectives for second term 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>During second teaching term, committee to organize and assess:</p> <ul style="list-style-type: none"> · Student feedback · Classroom/workplace visit · Peer review · Community involvement · Professional Development · Dept/College involvement · Other departmental evaluation methods 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>Prior to end of eighth teaching month committee to:</p> <ul style="list-style-type: none"> · Prepare a draft evaluation report · Discuss with evaluatee · Complete the Summary Evaluation Report and attach all evaluation documents · Prepare final evaluation recommendation · Forward to President: <i>{Probationary - no later than four months prior to the end of probation}</i> <i>{Non Probationary - prior to the end of the first year of contract}</i> <i>{Temporary - five weeks prior to the end of the contract}</i> <ol style="list-style-type: none"> 1) summary evaluation report 2) all evaluation documents 3) final evaluation recommendation 	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
<p>NOTE: If the instructional faculty schedule of terms is teach/non-teach/teach, refer to the letter of understanding regarding timing of evaluations.</p>	

<p style="text-align: center;">EVALUATION PROCEDURE CHECKLIST</p>	<p style="text-align: center;">DONE</p>
<p>SECOND EVALUATION</p>	
<p>To be conducted during second or third year of appointment</p>	
<p>Within the first month, committee to:</p>	
<ul style="list-style-type: none"> · Meet with the evaluatee to review criteria, guidelines and objectives 	<input type="checkbox"/>
<p>Within the first teaching term, committee to organize:</p>	
<ul style="list-style-type: none"> · Student feedback 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Classroom visit 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Peer review 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Other departmental evaluation methods 	<input type="checkbox"/>
<p>By end of first teaching term, committee to:</p>	
<ul style="list-style-type: none"> · Meet with evaluatee 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Review feedback 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Jointly set goals and objectives for second term 	<input type="checkbox"/>
<p>During second teaching term, committee to organize and assess:</p>	
<ul style="list-style-type: none"> · Student feedback 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Classroom/workplace visit 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Peer review 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Community involvement 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Professional Development 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Dept/college involvement 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Other departmental evaluation methods 	<input type="checkbox"/>
<p>Eight months prior to end of three year appointment, committee to:</p>	
<ul style="list-style-type: none"> · Prepare a draft evaluation report 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Discuss with evaluatee 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Complete the Summary Evaluation Report and attach all evaluation documents 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Prepare final evaluation recommendation 	<input type="checkbox"/>
<ul style="list-style-type: none"> · Forward to President: 	
<ul style="list-style-type: none"> 1) summary evaluation report 	<input type="checkbox"/>
<ul style="list-style-type: none"> 2) all evaluation documents 	<input type="checkbox"/>
<ul style="list-style-type: none"> 3) final evaluation recommendation 	<input type="checkbox"/>

AREAS TO BE EVALUATED

At least the following four areas I, II, III, IV will be evaluated.

I. Instructional and Professional Performance

A. Qualifications

degrees, certificates, etc.
experience
ability to perform duties for which the person was hired
flexibility (ability to perform duties which may prove necessary subsequently)

B. Professional Responsibilities

fulfilment of assigned duties
maintenance of professional ethics

C. Teaching Skills

classroom atmosphere
speaking skills and questioning techniques of the faculty member
use of all resources within the department in order to maintain standards of instruction, grading, etc.
objectives/organization of lecture or discussion
use of text, printed materials and chalkboard
use of audio-visual aids
lab demonstration techniques

D. Student Interactions

communication with students, including use of office hours
giving students adequate, timely feedback about their performance
counselling, interviewing and tutoring students
informing students of basis of grading or measurement of mastering of skills
organization and supervision of field work/practical experience

E. Course Content and Organization

goals/objectives and courses taught
examinations and grading standards
instructional materials prepared by the faculty member including outlines and assignments
choice of text and other supplementary materials

F. Communication

communication with colleagues, coordinators and department and division chairs
effective use of resources:

- Library
- Instructional Media Services
- Student Services
- Counselling
- Community
- Other campuses

communication with selection committee regarding self-evaluation and improvement of instruction.

II. Departmental/College Involvement

involvement in departmental and division and college meetings, duties and committees
curriculum development, preparation of course materials
faculty association involvement, including committees
communication with staff and administration
knowledge of other parts of the College

III. Community Involvement

communication with community organizations and involvement in community activities in professional area
other contributions to the community

IV. Professional Development

technological involvement/updating
publications
professional activities, contacts with professional organizations, attendance at conferences

EVALUATION MEASURES

Measurement of Performance

The following must be used to evaluate performance:

1. Classroom or other workplace visit and observation under direction of the evaluation committee
2. Student evaluation, the process and format to be developed by each department
3. Peer evaluation.

N.B. The student evaluation measures are to be developed by each department. The examples attached to this document are for information only. Each Department Chair should provide a copy of the student evaluation form to the L.F.A. office.

The following may be used to evaluate performance:

1. Self-evaluation
2. Evaluation by external agency contacts
3. Other means as suits the unique requirements of the individual's work situation.

A resource publication, The Instructor's Survival Kit, by Peter Franz Renner will be made available for departmental and individual reference. In addition, the Quick Instructional Planner (Renner) will also be available from the reserve section of the library. The library has compiled a number of other references which will be on reserve for faculty.

SUGGESTED STUDENT EVALUATIONS INSTRUMENTS

Attached are examples of two student evaluation instruments. All Departments must submit their evaluation instrument to the L.F.A. office where copies will be kept on file and available upon request.

EVALUATION

COUNSELLING DEPARTMENT

Langara College

Q.1. For what information or service did you contact the Counselling Department?
(Check all applicable items)

- 1. Program content information _____
- 2. Application processing _____
- 3. Term course planning _____
- 4. Extra assistance regarding admission requirements _____
- 5. Assistance with re-admission requirements _____
- 6. Assistance with study problems _____
- 7. Assistance with personal problems _____
- 8. Educational advising _____
- 9. Study skills workshops _____
- 10. Career testing _____
- 11. Career counselling _____
- 12. Other (please explain) _____

Q.2 Did you receive the information or assistance that you were seeking?

If YES please comment: _____

If NO please comment: _____

Q.3 Do you have any comments or suggestions for improvement/additional services in the Counselling Department?

QUESTIONNAIRE

- 1 = strongly agree
- 2 = agree
- 3 = no opinion
- 4 = disagree
- 5 = strongly disagree

1. Course objectives are clearly stated.
2. The evaluation process is clearly described.
3. The instruction is clearly organized and reflects adequate preparation.
4. The instructor presents subject matter in an interesting way.
5. The instructor explains things clearly.
6. The instructor encourages students to develop new points of view where appropriate.
7. The instructor provides opportunities for students to ask questions.
8. The instructor is accessible to give students extra help when needed.
9. The assignments are helpful in learning the course material.
10. The marking of assignments is fair and impartial.
11. The pace of instruction is:
 - 1. Far too fast
 - 2. Fast
 - 3. About right
 - 4. Slow
 - 5. Far too slow
12. The workload in this course is:
 - 1. Far heavier than in other courses
 - 2. Heavy
 - 3. Typical
 - 4. Light
 - 5. Much lighter than other courses
13. In general, this course is:
 - 1. Superior
 - 2. Good
 - 3. Average
 - 4. Below average
 - 5. Poor
14. In general, this instructor is:
 - 1. Superior
 - 2. Good
 - 3. Average
 - 4. Below average
 - 5. Poor

Please use the back of this questionnaire if you have additional comments on the instructor or the course in any of the following categories:

Manner of speech
Personal mannerisms
Attitude (enthusiastic/unenthusiastic)
Sensitivity to student response

Attendance/punctuality
Variety of presentation
Usefulness of texts
Course content (strengths/weaknesses)

SUMMARY OF EVALUATION

Name:

Employment Assignment:

Period of Evaluation:

Date:

I Instructional/Professional Performance

II Department/College Involvement

III Community Involvement

IV Professional Development

V Recommendation

Signatures

Evaluation Committee

Faculty Member

Note: This form is to be completed and attached to all supporting evaluation data for submission.