



LANGARA FACULTY ASSOCIATION



KNOW YOUR RIGHTS

A brief guide to your rights under the Collective Agreement

This quick guide does not cover all aspects of the Collective Agreement or each topic and should not be relied upon as your sole source of information. We strongly recommend that you consult both the Collective Agreement and a steward before you make a decision.

To get help, contact a steward at stewards@yourlfa.ca

The purpose of this document is to give faculty quick access to information on the following topics:

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acurtis@yourlfa.ca	13
stewards@yourlfa.ca	13

Need Help!

Contact a steward:
stewards@yourlfa.ca

or

Visit the LFA Website:
www.yourlfa.ca

1. The Langara Faculty Association

The Langara Faculty Association (LFA) represents faculty employed by Langara College. As a union we

- negotiate and maintain the collective agreements
- defend workplace rights
- represent faculty on college boards, councils, and committees
- host workshops, seminars, and social events
- champion accessible, quality post-secondary education

Above all, the union seeks to support, represent and empower its members.

II. LFA Board of Directors

The Board of Directors is the LFA's governing body, collectively responsible for the business and administration of the union.

There are 12 members on the Board of Directors: President, 2 Vice Presidents, and 9 Directors; and the Chief Steward also attends Board meetings.

Board Members are elected annually.

III. Stewards

Stewards are appointed by the board based on the needs of the membership. Stewards work for the union and its members by defending the Collective Agreement and advocating for related legislative and College policies to be respected and exercised. They make experience-informed recommendations to, or directly participate on, the LFA board and bargaining committee.

Stewards directly support individual Faculty members and/or groups of Faculty in various ways, generally monitoring and defending previously agreed-upon policies, processes, and practices. They rely on these experiences to help the LFA maintain and update policies, processes, and practices, when appropriate. Stewards can be reached at stewards@yourlfa.ca

Need Help!
Contract Types
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IV. Faculty Members

All Faculty members who are employed by the College and pay union dues are Langara Faculty Association (LFA) members under the Collective Agreement. All instructional and non-instructional Faculty members of the LFA are covered by the same Collective Agreement. Faculty can fall under several contracts such as regular and temporary contracts.

Association Membership and Dues Deductions

As per Article 3.1 of the Collective Agreement, membership in the Association is voluntary.

All employees covered by the Association's certificate of bargaining authority shall, as a condition of employment, pay a monthly fee to the Association as determined from time to time in accordance with the by-laws of the Association.

Payments are made by payroll deduction in accordance with Section 16 of the Labour Relations Code of British Columbia.

V. Your Collective Agreement

The Collective Agreement includes Articles and Letters of Understanding that cover areas affecting faculty such as working conditions, job security, benefits, evaluation processes, and responsibilities that have been negotiated, and *are agreed to* by the College and the LFA.

You can access the Collective Agreement on the LFA Website (yourlfa.ca) or through the LFA office. A printed copy of the Collective Agreement is available at the LFA office (Room A212 in A Building). To pick up a printed copy email info@yourlfa.ca.

Working Conditions

Regular Faculty are appointed to a position under one of the contracts noted in the Collective Agreement for regular faculty (Three-Year Regular, and Continuing).

Temporary faculty are faculty members appointed to a position under a written contract of employment that stipulates starting and end dates. Temporary faculty members are hired for work that is not expected to be ongoing.

Contract Type – Article 10 of the Collective Agreement

There are four (4) types of contracts at Langara: two cover ongoing, permanent work, and two cover temporary work.

1. PERMANENT, ONGOING WORK

a) Regular Contracts – also known as Regular 3-year:

Faculty will be appointed to a REGULAR contract, also known as a Regular 3-year contract, when ongoing work is available. Some faculty are hired directly into Regular contracts because ongoing work is available.

If ongoing work is available and you are an internal temporary/reg-in-temp faculty, you may be appointed to a regular contract (if you are qualified, have satisfactory evaluations, and are next in line).

b) Continuing Contracts:

Faculty who have worked the equivalent of three full-time years on a REGULAR 3-year contract, and successfully completed two evaluations while on a regular contract, will get a CONTINUING contract.

When will I get a continuing contract?

The earliest is 3 years, though it could take longer if you are part-time or if you are continuously doing replacement work.

Faculty will not get a continuing contract until there is ongoing work.

2. TEMPORARY WORK

a) Temporary Contracts:

For many new faculty, the first contract is a TEMPORARY contract, often referred to as a TERM contract. For instructional faculty, the first Temporary contract includes one month of prep time, and (usually) four months of teaching.

Temporary contracts are given for classes added late, replacement work (if someone is on leave), or work that the College does not deem ongoing. Your monthly pay cheque will include your vacation pay.

Sometimes the first Temporary contract is an EMERGENCY contract. This means that the department did not know about the vacancy until just before the semester or the work period started. An EMERGENCY contract does not include one month of prep time and does not allow the faculty member to earn seniority.

You can only be on an EMERGENCY contract once; if you get any work after that first semester, then it will be on a Temporary contract, and you will get your one month of prep time then.

Anyone hired on an emergency contract will not be subject to an evaluation during the period of that contract. Only faculty hired through the regular interview process are subject to an evaluation in their first semester.

Substitute Faculty are appointed for an unspecified period on a day-to-day basis whether for a full day or part of a day.

There are four (4):

- Continuing
- Three-Year Regular
- Regular-In-Temporary
- Temporary (term)

Contract Types:

- Continuing
- Three-Year Regular
- Regular-In-Temporary
- Temporary (term)

VII. Contract Type

b) Reg-In-Temporary Contracts:

After two years on a Temporary contract, if your work is still deemed to be temporary, you may get a REGULAR-IN-A-TEMPORARY-VACANCY (REG- IN-TEMP) contract. This means that for each four-month teaching semester, you will also get one month of paid vacation and one month of paid non-instructional duty (NID, also referred to as PD) time.

Your monthly pay cheque will be smaller than when on a Temporary contract because vacation pay will be paid in your vacation month rather than during each working month, and you will be paid for 6 or 12 months, depending on whether you are assigned instructional work for one or two semesters.

“IN-TEMP” means that the work is temporary, either because it is not part of the department’s base budget, or because the person who usually does the work is on leave.

Both reg-in-temp and regular faculty are referred to as "regularized".

Typically, non-instructional faculty are first hired into temporary work on a Regular-In-Temporary contract for operational and administrative purposes.

Faculty on a REG-IN-TEMP contract will be converted either to a REGULAR or to a CONTINUING contract if work becomes ongoing.

Regularization
&
Seniority

VII. Job Security and Regularization – Article 10

The first contract for a regular faculty is for a three-year period (Three-year Regular Contract). Six months prior to the termination date of the contract a regular faculty member should be offered a continuing contract or be advised in writing of the reasons that the offer is not being made.

The second contract for a regular faculty member is the continuing contract for continuing employment. To be considered for a continuing contract the faculty must complete the equivalent of three (3) full-time years of regular appointment.

Temporary Contracts are 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.

Conversion from a term contract to a reg-in-temp contract: two non-overlapping 12-month periods in which faculty worked at least ¼-time in at least 2 semesters in each of the 12-month periods, and two 12-month periods occurred within a 5-year time interval.

VIII. Seniority – Article 10

Seniority is calculated in the following manner:

All regular faculty receive one-twelfth (1/12th) of a year's seniority per full-time month on contract and pro rata. A change in instructional rotation (of teaching vs non-teaching terms within a given contract) for regular faculty will not affect the accumulation of seniority.

Temporary per-diem instructional faculty receive one eighth (1/8th) of a year seniority per full-time month on contract and pro rata.

Non-instructional temporary per-diem faculty receive one-tenth (1/10th) of a year's seniority per full-time month on contract, and pro rata.

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

Seniority is lost if faculty, after a layoff, fail to report for work within seven (7) days after notification of reappointment.

Seniority is also lost if someone terminates their employment with Langara, retires, or it's been more than 2 years since they've last worked.

Pay
Step Placement
&
Evaluation

IX. Pay – Article 6

A full-time regular faculty member is paid an annual salary determined in accordance with the per annum rates listed in the Salary Grid for the corresponding year.

The salary is paid in twelve (12) equal installments, at the end of each calendar month.

Part-time regular faculty are paid an appropriate proportion of the annual salary.

Temporary or substitute faculty employed on a part-time basis are paid an appropriate proportion of the per diem payable for the contract period worked

XI. Step Placement – Article 7

The Salary Scale (Salary Grid - 2019-2020) has 11 steps- Step 11 is the minimum.

New faculty who are hired can be placed above the minimum, based on teaching and relevant work experience.

Article 7.1.3 outlines the process for faculty to appeal their initial step placements; however, this must be done within two years of the initial placement.

Increments

A faculty member will advance one step on the salary scale on their increment date.

VII. Evaluation

Faculty 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.

Faculty members appointed on a series of term contracts will be evaluated in the first contract, and not more than once in each year of duty on temporary contracts.

Evaluations may include student, classroom observation, self, and administrative evaluations. If an evaluation is unsuccessful, constructive feedback will be provided.

Benefits

&

Vacation

XII. Benefits – Article 8

Benefits are available to faculty based on contract type.

BC Medical Services Plan, Extended Health Benefits, Dental Plan, and Group Life coverage are available upon application when contracts are signed (Review full availability plans, on the P&C SharePoint).

Full benefits are provided but *premiums are prorated depending on workload.*

Faculty are eligible for Maternity, Parental, and Adoption Leaves. Some benefits and payments in addition to Employment Insurance benefits may also be available.

These leaves count as College service for the purpose of seniority, so it is important to apply for these benefits to accrue seniority during the leave. – *should be under “leaves”*

College Pension Plan

Faculty are entitled to join the College Pension Plan, check with People & Culture to obtain the relevant information.

Faculty have access to PD funds. The fund is currently approximately \$1100 per year for full-time. Contact your Chair or Coordinator for details.

Vacation

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

Annual vacation for regular faculty who work less than full-time is on a pro-rata basis.

Faculty on unpaid leave will not accrue vacation days.

XIII. Leaves

A. Sick leave

Faculty have sick leave as part of their benefit:

Faculty earn sick leave credits at the rate of one and one-half (1.5) days for each month in which the faculty member is employed for half time or more.

B. Leaves

There are several leaves of absence from duty available to faculty.

Leaves of absence from duty for regular and temporary faculty are outlined in Articles 9.1 to 9.16 of the CA.

Every faculty has the obligation to be on duty on their duty days unless granted leave of absence from duty.

Non-Instructional Duties (NID)

XIV. Non-Instructional Duties (NID)

NID is listed under duties & Responsibilities Article 5.4 which states:

Instructional faculty receiving a contract of a year or longer will work 10 months of each year which includes 2 months of non-instructional work per year. As per Article 5.4, "Non-instructional" duties are considered work. Regular faculty works 10 months of duty (includes 2 months non-instructional term). Examples of NID work include things such as on-going LFA work or committees, research, PD, or Chairs' and Coordinators' duties.

and receives 2 months' vacation.

For instructional faculty, there are 8 months of instructional work which includes work such as instruction, devising assessment methods, marking, mentoring/advising students, responding to student inquiries etc.

For non-instructional faculty (Library, Counselling, Accessibility Services etc.), work consists of 10 months of work with professional development taking place within that time as managed by the department.

Your Union Rights & Obligations

Your Rights and Obligations

1. Your Individual Rights

- You have the right to Union representation, especially at any disciplinary meetings
- You have the right to protection from harassment and unfair or unequal treatment
- You have the right to grieve violations of College policies and the agreed Collective Agreement
- You can request copies of your evaluations and see your personnel records/files

2. Your Union Rights

- As faculty members, you have a duty and a right to meaningful involvement and participation in institutional and academic decision making. These decisions can and do have a significant impact upon our institutions, our students, and the working conditions and career of our colleagues.
- You are a full member of the Langara Faculty Association (LFA) upon accepting a contract at Langara. Contact a steward or the LFA Office to obtain information on accessing the website, seniority list, completing the contact information form, and a copy of the Collective Agreement.
- Once you are a member of the LFA, you can stand for election to all positions in the Union. Upon completion of your evaluations you can represent the LFA on evaluation and selection committees.
- As an ordinary member in good standing you are able to attend and vote at LFA general meetings and attend and vote on bargaining related matters.

3. Your Obligations

- It is important that you understand your terms of work. Ensure that you check your employment history and contract status in Workday.
- Check with your department chair on procedures and practices regarding course outlines, scheduling of office hours, NID, attending meetings, student evaluation, and examinations.
- Get involved and get informed! Talk to your department chair or division chair
- Step up when there is a call to help with grade appeals or to sit on selection committees.

Contacts

When in doubt, contact us!.....If you have any questions about your contract, your working conditions, management system, evaluations, benefits, the Langara Faculty Association (LFA), or anything else, don't hesitate to contact the LFA.

LFA Office Contacts:

Chief-Steward– Alison Curtis
acurtis@yourlfa.ca

Stewards
stewards@yourlfa.ca

Executive Assistant-
info@yourlfa.ca

LFA Website

The LFA Website has links to the Collective Agreement. It also has LFA meeting schedules; contact information for LFA elected officers and Stewards; bargaining bulletins; and other member information.

Contacts

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Office Contacts: info@yourlfa.ca

LFA-Know your Rights

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