THIS AGREEMENT, effective April 1, 1994

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 OF AGREEMENT

1.1 This Agreement shall be for a term of **forty-eight (48)** months from April 1, **1994**, to March 31, **1998**, both dates inclusive. The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby specifically excluded.

1.2 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; Chair Technical Services Library; Chair Public Services Library; 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 and 21.**

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 10.3.7.

2.1.7 Spouse -- a partner who is publicly maintained and 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 arbitrable, 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 Chairman 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 Chairman. 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 Chairman 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 of 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 and 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 Fourteen (14)** 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 one-year 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 <u>Allowances</u>

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 Schedules A, B and C.**

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 Schedules A, B and C.**

6.4.**3** The Chair of Counselling shall be regarded as a Department Chair.

6.4.**4** The Chair Public Services Library and Chair Technical Services Library shall be regarded as Department Chairs (see Article 10.6.1).

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 Fourteen (14)** 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 of 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 of 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.

7.1.3 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** 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.

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 5.5 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** A faculty member commencing employment during a period from the first (1st) to the fifteenth (15th) of the month, shall be credited with full credit for that month.

A faculty member commencing employment from the sixteenth (16th) to the end of the month, shall not be given any credit for that month.

8.1.**6** A faculty member terminating employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not be given any credit for that month.

A faculty member terminating employment from the sixteenth (16th) to the end of the month, shall be credited with full credit for that month.

8.1.**7** Faculty members who are on leave of absence without pay for any reason whatsoever, in any one calendar month, shall be subject to the following provisions with respect to annual vacation credits:

Period of leave of absence

up to fifteen (15) calendar days	--	full credit
fifteen (15) calendars days or more	--	no credit.

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 9.4.1.**4** (Maternity 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 A faculty member commencing employment during a period from the first (1st) to the fifteenth (15th) of the month, shall be credited with full credit for that month.

A faculty member commencing employment from the sixteenth (16th) to the end of the month, shall not be given any credit for that month.

8.4.7 A faculty member terminating employment during a period from the first (1st) to the fifteenth (15th) of the month, shall not be given any credit for that month.

A faculty member terminating employment from the sixteenth (16th) to the end of the month, shall be credited with full credit for that month.

8.4.8 Faculty members who are on leave of absence without pay for any reason whatsoever, in any one (1) calendar month, shall be subject to the following

provisions with respect to annual sick leave credits:

Period of leave of absence

up to fifteen (15) calendar days	--	full credit
fifteen (15) calendar days or more	--	no credit.

8.4.9 Leave for Family Illness

8.4.9.1 Faculty members shall be entitled to use up to five (5) days per year of sick leave to attend an immediate family member who is ill.

8.4.9.2 For the purposes of this Article, immediate family members shall mean spouse, partner, child, parent (including parents-in-law, step-parents and children, foster parents and children, or other person who has an equivalent relationship, or resides in the faculty member's home).

8.5 Superannuation

Faculty members are eligible for coverage in accordance with the Pension (College) Act.

8.6 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 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 at less than one-half time who wish to participate must purchase at their own expense 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 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.**

8.7 Group Life Insurance (Compulsory)

8.7.1 The following faculty members shall participate in the Group Life Plan:

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 **All faculty** members who are participating in the group life insurance plan, whose appointment drops to less than one-half time, may continue on the plan on a cost shared basis as long as they are employed.

8.7.1.4 Insurance coverage is 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.

8.7.1.5 An employee 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 Pension (College) Act shall continue to enjoy group insurance coverage 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 $150,000 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 in accordance with either Article 8.7.1.1, 8.7.1.2 or 8.7.1.3, upon completion of a period of active employment, may continue their coverage including voluntary group life insurance 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 ten (10) working days, whichever last occurs.

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 effective August 1, 1978, 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 $2,404 per month.
Duration of benefit	--	until retirement or as otherwise provided
Benefit effective	--	upon expiration of Short-Term Salary Indemnity coverage.

8.8.2 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.

8.9 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 employees in such a manner as to maximize within the law, the benefits to the employee 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.

8.14.2 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.**

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.**

8.15 **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 maternity leave.**

8.1**6** 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

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 and pension benefits (where approved by the Commissioner of Pensions) by payment of the necessary premiums, both employee and employer shares.

9.2 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 Educational Leave

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

9.4 Other Leaves

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

9.4.1.1 Bereavement

In the case of death in the immediate family, for a period not to exceed five (5) working days with pay provided the faculty member has notified the Division Chair (or appropriate Dean if there is no Division Chair). Immediate family shall mean husband, wife, child, brother, sister, parent, parent-in-law, any other relative if living in the same household, and any other person with the approval of the **President or delegate**.

9.4.1.2 Funeral

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

9.4.1.3 Association Business

9.4.1.3.1 With the approval of the **President**, employees 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.

Association Representatives

9.4.1.3.1.1 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.

9.4.1.3.1.2 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.

9.4.1.3.1.3 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.

9.4.1.3.2 Longer Term Leave

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 whenever possible at least two (2) months prior to the commencement of such leave;

9.4.1.3.2 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.

9.4.1.3.3 The College shall continue to pay a faculty member, granted leave under Articles 9.4.1.3.1 and 9.4.1.3.2, 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.

9.4.1.3.4 The faculty member shall continue to accrue seniority and all salary and benefit entitlements, as if he/she were not on leave.

9.4.1.4 Maternity

9.4.1.4.1 For maternity benefits of the Employment Standards Act to apply, the faculty member must ensure the appropriate certificates of a duly qualified medical practitioner are provided to the President of the College, as indicated in that Act.

9.4.1.4.2 Maternity leave is without pay.

9.4.1.4.3 The College shall grant maternity leave in accordance with the provisions of the Employment Standards Act for periods up to a maximum of fifty-two (52) consecutive weeks and further the College shall not terminate an employee or

change a condition of employment of an employee without the employee's written consent, unless the employee has been absent for a period exceeding the period of the approved maternity leave.

9.4.1.4.4 Notwithstanding the provisions of Article 9.4.1.4 above, the College shall make its premium contributions for pension, medical, extended health, group life, and dental plan insurance in accordance with Section 56 of the provisions of the Employment Standards Act for the entire duration of the maternity leave. Vacation and sick leave benefits will only accrue for the duration of the maternity leave falling within the time limits prescribed in the said Act.

9.4.1.5 Parental Leave

9.4.1.5.1 Birth

Upon the birth of a child, a faculty member/spouse shall, upon application to the **President**, be entitled to three (3) days' paid parental leave. 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.

9.4.1.5.2 Adoption

Upon the adoption of a child, a faculty member shall, upon application to the **President**, 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.

9.4.1.5.2.1 The College shall grant further leave for adoption of a child in accordance with the provisions of the Employment Standards Act for a period of up to a maximum of fifty-two (52) weeks without termination of contract. Upon return from such leave the faculty member is entitled to assume the position the faculty member held at the time of leave.

9.4.1.5.2.2 Notwithstanding the provisions of Article 9.4.1.5.2.1, the College shall make its premium contribution for pension, medical, extended health, group life 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 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 leave for adoption.

9.4.1.6 Jury Duty and Court Appearance

When summoned to serve on a jury; when subpoenaed as a witness in civil or criminal proceedings; when appearing in defence after being charged with a crime or traffic offence if acquitted there-from; **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.** The faculty member shall also provide a statement from an official of the court of the time taken and the fees (if any) paid and shall pay all such fees over to the College.

9.4.1.7 Personal Leave

Personal leave of absence either full-time or part-time for reasons other than those specified elsewhere in this Agreement may be granted with the approval of the **President** and shall be without pay unless otherwise specified.

9.4.1.8 Public Service Leave of Absence

Public service leave of absence may be granted with the approval of the **President** and shall be without pay unless otherwise specified.

9.4.1.8.1 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.

9.4.1.8.2 To enable a regular faculty member to contest a federal, provincial, or municipal election, a public service leave of absence without pay may be granted by the College for a period of up to six (6) weeks for a federal or provincial election, and up to two (2) weeks for a municipal election, except when the campaign period coincides with a normal vacation period. The leave will be subject to the following conditions:

a) an appropriately qualified and experienced replacement is available to assume the faculty member's responsibilities;

b) the request for public service leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period.

9.4.1.8.3 In the event that a regular faculty member is elected to a part-time municipal office, short-term leaves of absence without pay may be granted by the College.

9.4.1.8.4 In the event that a regular faculty member is elected to a full-time political office, he/she will be granted a leave of absence without pay for one (1) term of political 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.

9.4.1.8.5 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.

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

9.4.1.8.7 Employees 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.

9.5 Renewal Leave for Excellence

9.5.1 **In order to provide faculty members with an opportunity for renewal, the College may, with the approval of the President, 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) the faculty member is on the maximum step of the salary range **(nota bene: for the period April 1, 1997, to March 31, 1998, the maximum shall be Step 2 as per Schedule C);**

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.

9.5.2 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.

9.5.3 Agreement

9.5.3.1 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.

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

9.5.4 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.

9.5.5 Stipulations

9.5.5.1 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.

9.5.5.2 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.

9.5.5.3 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.

9.5.6 Advice to Association

The Association shall be advised of any offer of unpaid Renewal Leave for

Excellence made to a faculty member.

10. SELECTION, APPOINTMENT, EVALUATION, TERMINATION

10.1 Authority

The College Board, on the recommendation of the President or delegate, shall appoint, promote and terminate faculty members.

10.2 Selection

10.2.1 Before making a recommendation on the 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.

10.2.2 The selection committee shall consist of the appropriate 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**. 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 **10.5.4.4**, 10.3.5.4, 10.3.5.5.1 and 10.3.5.5.2, 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.

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 12.6.

10.2.**4.2** All faculty members who apply shall be interviewed by the selection committee. Past service and evaluations shall be considered by the selection committee.

10.2.**4.3** a) From among the internal applicants who meet the stated qualifications, the best qualified candidate shall be recommended for appointment to the position.

b) 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 Board 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 10.5.4 shall apply.

10.3.2 Employees 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.**

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 <u>Appointment to Regular Contract</u>

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

10.3.6.4 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 10.5.4.3.1.2 and 10.5.5.

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 10.5.5.1 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.

10.3.7 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** 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 I, "Guidelines and Criteria for Evaluation"; and with Appendix II, "Guidelines for Evaluation"; which are attached to and form part of this Collective Agreement. The parties agree to jointly monitor and review Appendices I and II 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 of 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 that 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 of Library Services where appropriate, no later than four (4) months prior to the end of the probationary period.

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 of 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.

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

10.4.3 Guidelines and Criteria for Evaluation

Evaluation reports must be consistent with **Appendix I, "Guidelines and Criteria for Evaluation;" and with Appendix II, "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

A faculty member who resigns shall give at least six (6) months' notice in writing to the **President**. The resignation date shall coincide with the end of the term. These provisions may be waived or the dates altered by mutual consent in writing.

10.5.2 Retirement

A regular faculty member shall retire in accordance with the provisions of the Pension (College) Act. It is understood and agreed that retirement shall occur no later than the end of the fiscal year in which the faculty member attains the sixty-fifth (65th) birthday. (The fiscal year is defined in the Pension (College) Act as September 1st to August 31st). In the event of election of early retirement, a regular faculty member's date of retirement shall coincide with the end of the College year, the College term, or working assignment. Arrangements for either early retirement or retirement at the end of the fiscal year in which the regular faculty member attains the age of sixty-five (65) years must be concluded by the regular faculty member with the President at least six (6) months in advance of the applicable retirement date.

10.5.3 Suspension and Dismissal

10.5.3.1 Suspension

In accordance with Section 26(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 10.5.3.5).

10.5.3.2 Appeal of Suspension

10.5.3.2.1 The faculty member, in accordance with Section 26(4) of the College and Institute Act, may appeal the suspension to the **College Board**.

10.5.3.2.2 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.

10.5.3.3 Dismissal

The College Board 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.

10.5.3.4 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.

10.5.3.5 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.

10.5.4 Necessary Faculty Reduction

10.5.4.1 Reasons

From time to time, the College may determine and the Association shall be so advised, that a reduction in the number of faculty members is necessary because of:

a) insufficient work;

b) insufficient operating funds budgeted;

c) organizational change;

d) discontinuance of program service or activity of the College;

e) a reduction of the level of activity or service of the College.

10.5.4.2 Advance Notification and Consultation

10.5.4.2.1 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 10.5.4.1 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.

10.5.4.2.2 If after twenty (20) working days following the date of notification in Article 10.5.4.2 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.

10.5.4.3 Reduction Sequence

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

10.5.4.3.1.1 Approaching faculty members within the specific area or areas of contemplated faculty reduction to ascertain their intentions with respect to early retirement in accordance with Article 22 (Early Retirement Incentive).

10.5.4.3.1.2 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);

10.5.4.3.1.3 Identifying the faculty member with the least amount of seniority in each specific area of reduction and provide the following options:

10.5.4.3.1.3.1 Offering a transfer to regular faculty members from the specific area to other areas compatible with each individual's abilities.

10.5.4.3.1.3.**2** Offering a transfer to a regular faculty member displaced by a more senior faculty member as in Article 10.5.4.3.1.3.1.

10.5.4.3.1.4 Terminating those with the least bargaining unit seniority on three-year regular contracts with six (6) months' written notice.

10.5.4.3.1.5 Terminating those on additional three-year contracts or continuing contracts with eight (8) months' written notice.

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

10.5.4.3.3 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, including retraining.

10.5.4.4 Reappointment

If it is found that staff numbers can be increased in a specific area, the College Board 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.

10.5.4.5 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.

10.5.5 Severance Pay

10.5.5.1 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 10.5.4 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.

10.5.5.2 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.

10.5.5.3 If a temporary faculty member becomes a regular faculty member, rights to severance pay shall accrue as per Article 12.6.

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

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 on the recommendation of the faculty of the department or program.**

Owing to the unique circumstances existing in the Technical Services 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** 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 two (2) years commencing May 1st in an odd-numbered year and terminating April 30th in the subsequent odd-numbered year. An appointee shall be limited to three (3) consecutive two-year terms.

10.6.3.1 The term for 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. **In the case of Assistant Department Chairs and Coordinators whose appointments commenced on January 1, 1996, their appointments will**

expire on the new termination date of April 30, 1998.

10.6.3.2 In the event of a vacancy at a time other than described as the "normal" commencement date in Articles 10.6.3 and 10.6.3.1 above, the appointment of the faculty member to fill the vacancy shall be for the remaining period of the term. If the period of such appointment is less than twelve (12) months, such appointment shall not be considered in the calculation of the number of maximum consecutive appointments.

10.6.4 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.**

10.6.5 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 **President** 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 September 15th.

10.7.2.1 The President shall appoint a Division Chair. Before making such appointment the President 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 **President**; 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 **President, who may make the appointment and advise the College Board.**

10.7.2.1.2.1 If the President is not willing to appoint the person recommended by the recommendation committee, the President 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 College Board and the appointment, if any, shall be made by the College Board.

10.7.3 The term for appointment as a Division Chair shall normally be two (2) years commencing May 1st in an odd-numbered year and terminating April 30th in the subsequent odd-numbered year. An appointee shall be limited to three (3) consecutive two-year terms.

10.7.3.1 In the event of a vacancy at a time other than described in Article 10.7.3 above, a faculty member shall be appointed pro tem by the **President** to fill the vacancy. The appointment shall remain in effect until Articles 10.7.2.1 to 10.7.2.1.2.1 can be instituted and shall be for no longer than six (6) months except with the express written agreement of the Association.

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** to meet the needs of the division and the College.

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 Temporary Transfer

A faculty member who has been assigned to another location for a specified period of time which shall not exceed one (1) year, upon return to Langara shall have all duty time worked during the assignment considered as if it **had been** worked at Langara. The faculty member will be consulted prior to the assignment.

12.4 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.

12.5 Master's Degree or Equivalent

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

12.6 Seniority

12.6.1 The seniority of a faculty member shall be based upon the number of full-time equivalent years, or portions thereof, of contract service within the bargaining unit. In cases of a tie the commencement date of employment shall be the deciding factor.

12.6.1.1 Faculty members who have been appointed for a minimum of three (3) months or have been offered more than one contract shall accumulate seniority in accordance with Article 12.6.1 retroactive to the commencement date of employment.

12.6.1.2 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.

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

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

12.6.2 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.

12.6.3 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.

12.6.4 Notwithstanding Article 12.6.3 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 from the date of their last period of employment for the purpose of Article 10.2.6.

12.6.5 **Articles 12.6.1, 12.6.1.1 and 12.6.2 above notwithstanding, faculty members who have retired from Langara College or Vancouver Community College and those beyond the age of mandatory retirement shall not have seniority.**

13. HUMAN RIGHTS

The College and the Association subscribe to the provisions of the Human Rights **Act** of British Columbia.

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 Sexual and Personal Harassment

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

13.2.2 Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, sexual harassment is defined as follows:

. a) unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or

b) unwanted physical contact such as touching, patting, pinching or punching; or

c) implied or expressed promise of reward for complying with a sexually oriented request; or

13.2.2 d) implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or

e) subject to the norms of academic discourse and investigation, sexually oriented literature, or pornographic material; or

f) remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work and study.

13.2.3 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 follows:

a) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching; or

b) unwelcome behaviour or comment that is directed at, or offensive to any faculty member that demeans, belittles, causes personal humiliation or embarrassment to the faculty member or any other employees; or

c) 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

d) 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.

13.2.4 Faculty members may process complaints about 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;

13.2.4 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.

13.2.5 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.

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

13.2.6 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.

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

13.3 Academic Freedom

13.3.1 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.

13.3.2 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.

13.3.3 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 Employee and Labour Relations 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.

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

20.1 The copyright or patent for any creative works, products or curriculum/instructional materials prepared by a faculty member, such as but not limited to books laboratory manuals, audio/video tapes, films, slides, transparencies, computer software, without using College time, services or materials, belongs to the faculty member.

20.2 Where substantial amounts of College time, services or materials are used without prior approval or reimbursement in the production of any creative works, products, or curriculum/instructional materials, the copyright or patent belongs to Langara College, unless written agreement exists providing otherwise.

20.3 If the College retains the copyright, the faculty member shall be permitted to display, use or quote selections of such material in other written, recorded, or artistic work.

20.4 Except where specific assignments by the College have been made to produce a work and except in cases of Article 20.2 above, the College will not claim ownership of textbooks, workbooks and other creative works, products or instructional/curriculum materials produced by faculty members.

20.5 If the assigned duties of a faculty member specifically include the creation of specific written, recorded or artistic work, the copyright to such work shall be held jointly by the College and the faculty member, unless the College and the faculty member agree otherwise in accordance with Article 20.7. College-approved professional development, release time or educational leave projects will be considered as specific assignments.

20.6 Copyright may be released to the faculty member upon condition that the faculty member agrees to:

a) the continued, unhampered use of the material by the College; and

b) the return to the College of an agreed-upon percentage of royalty accruing.

20.7 Before a faculty member embarks upon an assignment, project or undertaking which may ultimately involve copyright or patent, ownership shall be established by agreement between the College and the faculty member. The appropriate Dean, Director or **the President** shall represent the College in reaching such agreement.

20.8 The College agrees to send the Association copies of all written agreements made between the College and faculty members pursuant to Article 20.

21. HEALTH AND SAFETY

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

21.2 Employees 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, the Factories 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 carr**ies** 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 restraints 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 Coordinator, Occupational Health 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 employee concerned and the Association;

b) by the committee representatives and the Coordinator, Occupational Health 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 Pension (College) Act or as a regular faculty member with the College;

d) is on the maximum step of the salary scale
(nota bene: for the period April 1, 1997, to March 31, 1998, the maximum shall be Step 2 as per Schedule C); and

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 employees. 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**, 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.

22.4 Early Retirement Incentive and Reduction Sequence

a) Where it is deemed possible to offset the impact of the Reduction Sequence (Article 10.5.4.3) 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 10.5.4.2 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:

Full Years to Retirement	Pay Out
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 employees in receipt of a College Pension may obtain basic medical and extended health benefit coverage through the Superannuation Commission 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 employees 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 Employee and Labour Relations 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 Employee and Labour Relations 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** 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 **<u>Categories of Professional Development</u>**

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 **<u>Education Leave Activities</u>**

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 **<u>Professional Development Activities</u>**

Professional development activities are activities initiated by individual faculty members or groups of faculty members and may include attendance of 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 **<u>Committees</u>**

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, a Dean of Instruction 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 **<u>Education Leave</u>**

23.4.1 **<u>General</u>**

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 Pension (College) Act 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 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 a statement of remunerations as set down in 23.4.1.5.**

23.4.2 **<u>Long-Term Education Leave</u>**

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 **The regular faculty member undertakes to remain in the service of the College for a minimum of three (3) years immediately following return from such leave, and in the event of failing to do so, 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 **<u>Short-Term Educational Leave</u>**

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 **The regular faculty member undertakes to remain in the service of the College for a minimum of one (1) year immediately following return from such leave. In the event of failing to do so, 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 **<u>Procedures for Educational Leaves</u>**

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

23.4.4.2 **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 for final approval. 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.**

23.4.4.3 **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 for final approval.**

23.5 **<u>Procedures for Administering Professional Development Support Funds</u>**

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;**

23.5.3 **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 timelines 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, 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.**

24. CONTINUING STUDIES

24.1 **The parties agree that a market-driven Continuing Studies program may have 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 **The faculty of Langara College shall have a major role through their departments in determining educational standards and transferability for Continuing Studies offerings in the subject area(s) of the department.**

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

24.4 **Where a course, or series of courses, offered by Continuing Studies has satisfied the following criteria:**

a) **substantially similar content and similar degree of rigour in measuring student learning or**

b) **transferability**

to past or present Langara College or BCCAT courses or programs, such course(s) shall be instructed by faculty members under the provision of this Collective Agreement.

24.5 **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.**

24.6 **Where Langara College identifies new Continuing Studies programs or courses to be developed for offering, faculty members will be notified of an opportunity to submit proposals two (2) weeks prior to the College seeking external proposals.**

24.7 **Langara Continuing Studies courses and sections not covered by Article 24.4 will be offered first to qualified faculty members except in the following cases:**

24.7.1 **Where a person or faculty member develops a course without compensation, Article 24.7 shall be waived in the event he/she also instructs the course.**

24.7.2 **A course identified in the 1995-96 VCC/Langara CE brochures which is offered before December 31, 1996 and which is transferred from VCC CE to Langara Continuing Studies, shall be exempted from the provision of 24.7 as long as the incumbent continues to instruct.**

24.7.3 **Effective January 1, 1997, Article 24.7 shall be waived as long as the incumbent continues to instruct.**

24.8 **Where faculty members instruct Continuing Studies courses other than those satisfying the criteria in 24.4, they shall do so at Continuing Studies rates of pay.**

24.9 **The parties agree to the establishment of an Advisory Committee on Continuing Studies (ACCS) in accordance with the following:**

a) **the recommendations of the committee will be consistent with paragraphs 24.1 to 24.8 above;**

b) **the committee shall have two (2) voting representatives from each party. Actual membership may include additional non-voting resource members from either party, by mutual agreement of the parties;**

c) **the initial mandate of the committee will be to develop a**

comprehensive framework for the operation of Langara College's emerging Continuing Studies offerings;

d) the ACCS shall provide an interim report in respect of the consultant's report within two (2) weeks of the submission of the consultant's report or other such mutually agreed upon date;

e) the final report of the committee recommending this framework shall be submitted to the President, through the Langara Council, with a copy to the Association, no later than October 15, 1996, or other such mutually agreed-upon date;

f) prior to the submission of the final report of the ACCS, any Continuing Studies offerings of Langara College alone (not including those offerings by VCC CE at Langara College prior to April 1, 1997) shall be by mutual agreement of the parties;

g) the continuing mandate of the ACCS will be to provide ongoing recommendations to the President, with a copy to the Association, to address such issues from Continuing Studies as may arise;

h) where the parties mutually agree, ACCS recommendations may form part of the Collective Agreement.

24.10 For the purpose of this article, the term "Continuing Studies" shall mean all offerings of the College other than regular offerings as listed in the Langara College Calendar or its supplements and available through L.A.R.S.

25. 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.

IN WITNESS WHEREOF the Board of Langara College has caused the name and seal of Langara College to be affixed hereto in the presence of the **Chair of the College Board and**

the Bursar; and the Association has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written below.

SIGNED, SEALED AND DELIVERED

BY THE ASSOCIATION, in the presence of

_____
President, LFA

_____
Chair, Negotiating Committee

THE NAME AND SEAL OF LANGARA
COLLEGE WAS HEREUNTO
AFFIXED, in the presence of

_____
Chair of the Board

_____
Bursar

SIGNED THIS _____ DAY OF _____, 1997, AT THE CITY OF VANCOUVER IN THE PROVINCE OF BRITISH COLUMBIA.

SCHEDULE "A"

SALARIES AND ALLOWANCES

FROM **APRIL 1, 1994** TO **MARCH 30, 1996**

SALARIES			
STEP	**ANNUAL**	**MONTHLY**	**PER DIEM**
01	39,936	3,328	197.70
02	42,240	3,520	209.11
03	44,520	3,710	220.40
04	46,824	3,902	231.80
05	49,092	4,091	243.03
06	51,384	4,282	254.38
07	53,664	4,472	265.66
08	55,956	4,663	277.01
09	58,248	4,854	288.36
10	60,000	5,000	297.03

ALLOWANCES		
POSITION	**ANNUAL**	**MONTHLY**
DIVISION CHAIR	5,268	439
DEPARTMENT CHAIR	1,968	164
ARTISTIC DIRECTOR, Theatre Arts	1,420	118.33
ASST. DEPARTMENT CHAIR	816	68
ASSOCIATE DIRECTOR, Theatre Arts	816	68
COORDINATOR	816	68
ADDITIONAL ALLOWANCE	604	50

SCHEDULE "B"

SALARIES AND ALLOWANCES

FROM **MARCH 31, 1996** TO **MARCH 31, 1997**

SALARIES			
STEP	**ANNUAL**	**MONTHLY**	**PER DIEM**
01	40,287.44	3,357.29	199.44
02	42,611.71	3,550.98	210.95
03	44,911.78	3,742.65	222.34
04	47,236.05	3,936.34	233.84
05	49,524.01	4,127.00	245.17
06	51,836.18	4,319.68	256.61
07	54,136.24	4,511.35	268.00
08	56,448.41	4,704.03	279.45
09	58,760.58	4,896.72	290.89
10	60,528.00	5,044.00	299.64

ALLOWANCES		
POSITION	**ANNUAL**	**MONTHLY**
DIVISION CHAIR	5,314	442.83
DEPARTMENT CHAIR	1,985	165.42
ARTISTIC DIRECTOR, Theatre Arts	1,432	119.33
ASST. DEPARTMENT CHAIR	823	68.58
ASSOCIATE DIRECTOR, Theatre Arts	823	68.58
COORDINATOR	823	68.58

ADDITIONAL ALLOWANCE	609	50.75

SCHEDULE "C"

SALARIES AND ALLOWANCES

FROM **APRIL 1, 1997** TO **MARCH 31, 1998**

SALARIES			
STEP	**ANNUAL**	**MONTHLY**	**PER DIEM**
14	43,900	3,658.33	217.33
13	45,400	3,783.33	224.75
12	46,900	3,908.33	232.18
11	48,400	4,033.33	239.60
10	49,900	4,158.33	247.03
09	51,400	4,283.33	254.46
08	52,900	4,408.33	261.88
07	54,400	4,533.33	269.31
06	55,900	4,658.33	276.73
05	57,400	4,783.33	284.16
04	58,900	4,908.33	291.58
03	60,400	5,033.33	299.01
02	61,900	5,158.33	306.44
01	63,400	5,283.33	313.86

ALLOWANCES		
POSITION	**ANNUAL**	**MONTHLY**
DIVISION CHAIR	5,410	450.83
DEPARTMENT CHAIR	2,021	168.42
ARTISTIC DIRECTOR, Theatre Arts	1,458	121.50
ASST. DEPARTMENT CHAIR	838	69.83

ASSOCIATE DIRECTOR, Theatre Arts	838	69.83
COORDINATOR	838	69.83
ADDITIONAL ALLOWANCE	620	51.67

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: February 21, 1996

SIGNED ON BEHALF OF
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"

SIGNED ON BEHALF OF THE
LANGARA FACULTY
ASSOCIATION

"Ted Brown"
Ted Brown
"Lynn Carter
Lynn Carter
"Lorna Hawes"

Ken Jillings

Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman
"Linda Sperling"
Linda Sperling

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: ACCESS TO BENEFITS FOR RETIRING EMPLOYEES

During the 1992 negotiations, the parties discussed the Association's proposal to provide access to benefit plans for retiring employees.

The parties agree this matter should be referred to the Langara College/Vancouver Community College Benefits Committee for consideration.

Specifically, we are asking the Benefits Committee to investigate the inclusion of retired employees within the appropriate employee rate groups. If, as a result of this review, it is found that there are no negative ramifications in terms of liability or premium costs, we recommend the committee should proceed to implement access to benefits for retired employees.

DATED: September , 1997

SIGNED ON BEHALF OF
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Lawrence Warren"
Lawrence Warren
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: ASSOCIATION PROPOSAL REGARDING OFFICE SPACE

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

The College agrees with the Association that this problem must be resolved. This will confirm that the College agrees to make the improvement of faculty office space one of the highest priorities in the use of any capital improvement funds that will be allocated to Langara College.

DATED: November 3, 1995

SIGNED ON BEHALF OF THE LANGARA COLLEGE ASSOCIATION

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE LANGARA FACULTY

"Ted Brown"
Ted Brown
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman
"Linda Sperling"
Linda Sperling

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: EXAMPLES FOR CALCULATION OF SENIORITY

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: September , 1997

SIGNED ON BEHALF OF
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Lawrence Warren"
Lawrence Warrane
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: BUSINESS ADMINISTRATION CERTIFICATE & PROPERTY MANAGEMENT COURSES

Business Administration Certificate and Property Management program courses as described in the 1995/96 VCC/Langara Continuing Education Program brochures are excluded from the Collective Agreement subject to the condition that additional courses or sections within these programs and satisfying the criteria in Article 24.4, beyond those identified in the 1995/96 VCC/Langara Continuing Education Program brochures, shall be instructed by a faculty member under the provisions of the Collective Agreement.

The ACCS shall review the exclusion of Business Administration Certificate and Property Management program courses and make a recommendation to the parties sixty (60) days prior to the expiry date of this Collective Agreement. Such recommendation will take into consideration the impact that a change in status of the programs will have on the profitability of Continuing Studies, on the fiscal operation of the College, as well as the impact on faculty.

DATED: February 21, 1996

SIGNED ON BEHALF OF THE
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Ted Brown"
Ted Brown
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"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"

Cheryl McKeeman
"Linda Sperling"
Linda Sperling

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: ADMINISTRATIVE DUTY TIME (ADT)

JOINT COMMITTEE

1. A Joint Committee comprised of two (2) representatives from the College and two (2) from the Faculty Association shall be formed within one month of signing the Interim Agreement to assess the needs and to establish the criteria for the allocation of ADT.

2. Additional representatives to the Committee shall be mutually agreed to by both parties.

3. By mutual agreement, the parties may call in resource persons to assist them with the provision of information and advice.

ADMINISTRATIVE DUTY TIME

1. The College shall maintain the number of ADT sections currently allocated as per the October 19, 1995, document "ADT (Standard Sections) 95/6," based on the programs, services and organizational structure as of October 19, 1995, until altered by B2, B5 or B6.

2. In the event that prior to resolution of the issues per B5 or B6 below, the College determines that because of a change in the programs, services or organizational structure an alteration to the annual ADT allocation is required and meets the needs of departments/programs, the College will make such a change in the following manner:

   a) the College shall, as soon as possible in advance, notify the Association in writing stating the reasons and the area of the proposed change;

   b) the College shall engage in discussion and consultation with the Association on the intended change in an effort to minimize any adverse impact on the faculty and to explore possible alternatives. The College shall provide the Association with all relevant information in order to verify that the change is needed and that the College's proposed change meets the needs of the departments or programs;

c) within ten (10) days of the date of notification of (a) above, the Association shall have an opportunity to present submissions to the College regarding the intended change;

d) if after twenty (20) working days following the date of notification in (a) above, the College determines that a change is still required and meets the needs of the departments or programs, it will notify in writing the department(s) or area(s) affected with copies to the Association.

Any change as described above will be reviewed and, if necessary revised, in accordance with the annual ADT allocation, criteria and process resulting from B5 or B6. Should there be a reduction to a department's or area's annual ADT allocation between April 1, 1996 and the date of determination of criteria and a process per B5 or B6, and the results of such reduction are found not to be in accordance with the criteria established per B5 and B6, then the corrected amount of ADT shall be effective as of the date of the reduction, and the affected department shall be credited immediately with the amount owed.

3. The mandate of the Committee established in A1 above shall be to:

a) analyze how ADT is used and how it should be used;

b) provide recommendations to the parties by March 31, 1996 (or such other date as mutually agreed upon), on the allocation of ADT for 1996/1997, on criteria and a process for ongoing assessment, and on a mechanism for review and appeal;

c) develop and review job descriptions for Division and Department Chairs;

d) develop guidelines for an annual process to identify needs and provide training opportunities for Division and Department Chairs.

4. The criteria for ADT allocation shall be based on mutually agreed upon administrative duties and shall allow for specific duties in specific departments and for special or specific allocations which may occur from time to time.

5. Upon mutual agreement, the parties shall ratify the initial allocation, process, criteria for ongoing assessment and mechanism for review and appeal. Agreed-upon provisions shall be incorporated into Article 10.6.5 of the Collective Agreement.

6. Should a ratified agreement per B5 above not be reached by March 31, 1996 (or such other dates mutually agreed upon), the parties agree to appoint Jim Breckenridge as a mediator/arbitrator to resolve the issues in dispute.

DATED: February 21, 1996

SIGNED ON BEHALF OF THE
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Ted Brown"
Ted Brown
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"

Cheryl McKeeman
"Linda Sperling"
Linda Sperling

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: PROFESSIONAL DEVELOPMENT ALLOCATION

Within one month of signing the Interim Agreement, the College shall provide the Langara Faculty Association with a one-time professional development allocation of 0.75% of total compensation from April 1, 1994, to the date of the revised benefits package implementation, for distribution to faculty members.

DATED: January 18, 1996

SIGNED ON BEHALF OF THE
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Ted Brown"
Ted Brown
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman
"Linda Sperling"
Linda Sperling

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 Schedules A, B and C, 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 each position shall be 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: September , 1997

SIGNED ON BEHALF OF THE
LANGARA COLLEGE

"Linda Arnold"
Linda Arnold
"Martin Gerson
Martin Gerson
"Ken Jillings"
Ken Jillings

SIGNED ON BEHALF OF THE
LANGARA FACULTY ASSOCIATION

"Lawrence Warren"
Lawrence Warren
"Lynn Carter"
Lynn Carter
"Lorna Hawes"
Lorna Hawes
"Cheryl McKeeman"
Cheryl McKeeman

LETTER OF UNDERSTANDING
between
LANGARA COLLEGE
and
LANGARA FACULTY ASSOCIATION

RE: MULTI-INSTITUTIONAL FRAMEWORK AGREEMENT - BRIDGING

The parties hereto agree that the Recommendations of Facilitator James E. Dorsey for a Multi-institutional Agreement, dated May 15, 1996 shall be attached to and form part of this Collective Agreement from June 13, 1996 to March 31, 1998 and shall be in full force and effect for the term of this Collective Agreement.

SIGNED ON BEHALF OF LANGARA COLLEGE	SIGNED ON BEHALF OF THE LANGARA FACULTY ASSOCIATION
"Linda Arnold"	"Lawrence Warren"
Linda Arnold	Lawrence Warren
"Martin Gerson"	"Lynn Carter"
Martin Gerson	Lynn Carter
"Ken Jillings"	"Lorna Hawes"
Ken Jillings	Lorna Hawes
	"Cheryl McKeeman"
	Cheryl McKeeman

SIGNED THIS 30TH DAY OF SEPTEMBER, 1997 AT THE CITY OF VANCOUVER IN THE PROVINCE OF BRITISH COLUMBIA.

APPENDIX I
Page 1

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

APPENDIX II

GUIDELINES

FOR

EVALUATION

Prepared by:

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

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.

SIGNED ON BEHALF OF LANGARA COLLEGE	SIGNED ON BEHALF OF THE LANGARA FACULTY ASSOCIATION
"Linda Arnold"	"Lawrence Warren"
Linda Arnold	Lawrence Warren
"Martin Gerson"	"Lynn Carter"
Martin Gerson	Lynn Carter
"Ken Jillings"	"Lorna Hawes"
Ken Jillings	Lorna Hawes
	"Cheryl McKeeman"
	Cheryl McKeeman

SIGNED THIS 30TH DAY OF SEPTEMBER, 1997, AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA.