

MEMORANDUM OF AGREEMENT

between

LANGARA COLLEGE  
(hereinafter called "the Employer")

and the

LANGARA FACULTY ASSOCIATION  
(hereinafter called "Association")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF LANGARA COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE LANGARA COLLEGE BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF THE LANGARA FACULTY ASSOCIATION (hereinafter called "Association"), AGREE TO RECOMMEND TO THE ASSOCIATION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 01 2012 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2012 Collective Agreement continue except as specifically varied below by paragraphs 2 to 11, both inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for twenty-four (24) months, effective from April 01, 2012 to March 31, 2014.

4. **Schedule "A" – Wage Increase**

All rates of pay in Schedule "A", including stipends and allowances, of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective January 1, 2013, all annual rates of pay which were in effect on December 31, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (b) Effective April 01, 2013, all annual rates of pay which were in effect on March 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective September 01, 2013 or the date of the tentative settlement of the Memorandum of Agreement (whichever is later), all annual rates of pay which were in effect on August 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective January 01, 2014, all annual rates of pay which were in effect on December 31, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

## 5. **Article 13 – Harassment**

Effective the date of ratification, the Employer and the Association agree to amend Article 13.2.1 as follows:

### “13.2.1 Statement of Commitment

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

The parties are committed to providing a working and learning environment that allows for full and free participation of all members of the Langara College community. Harassment undermines these objectives and violates the fundamental rights, personal dignity and integrity of individuals or groups of individuals. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal or expulsion.

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

The College will offer educational and training programs designed to prevent harassment and to support the administration of the Langara College policies and to ensure that all members of the College community are aware of their responsibility with respect to the policy. **The Association and Employer agree that attendance is required and will take place during compensated work time.”**

## 6. **Appendix “A” – Letter of Understanding - Respectful Working Environment**

Effective the date of ratification, the Employer and the Association agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix “A”.

7. **Harassment Investigators**

Langara College agrees to offer the participation of its internal Harassment Investigator as a participant on the committee described in Schedule 2 (Re: Harassment Investigators) of the 2012 – FPSE Compensation Template Table dated February 2, 2013.

8. **Expedited Arbitration**

Effective the date of ratification, the Employer and the Association agree to the new LOU, Expedited Arbitration as attached to this Memorandum of Agreement as Appendix “B”.

9. **Letter of Understanding – Field School Overloads (NEW)**

Effective the date of ratification, the Employer and the Association agree to the new LOU on Field School Overloads as attached to this Memorandum of Agreement as Appendix “C”.

10. **Schedule “A” – Allowances Table**

Effective the date of ratification, the Employer and the Association agree to amend the “Allowances” Table in Schedule “A” as follows:

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

11. Effective the date of ratification, the Employer and the Association agree to the following:

- **LOU - Examples for Calculation of Seniority – Renew**
- **LOU - Faculty Evaluation (2011) – Renew**
- **LOU - Faculty Evaluation (1996) – Renew**
- **LOU - Office Space and Computer Facilities – Renew**
- **LOU - Participation in Field / External Studies Programs – Renew**
- **LOU - Probationary Year Evaluation Report (Article 10.4.2.3.1) – Renew**
- **LOU - Agreement Regarding the Theatre Arts Department – Amend as attached to this Memorandum of Agreement as Appendix “E”**

- LOU - Collective Bargaining 2010 – Compensation Re-opener – Delete
- LOU - Video Surveillance – Renew
- LOU - Overloads – Amend as attached to this Memorandum of Agreement as Appendix "D"
- LOU - Human Rights Policy – Renew
- Appendix I: Supplemental Employment Benefit (SEB) Plan – Renew
- Appendix II: Guidelines and Criteria for Evaluation – Renew
- Appendix III: Guidelines for Evaluation - Renew

12. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 26<sup>th</sup> day of FEBRUARY, 2013.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

*Dawn Palmer*  
*Robert D. English*  
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 \_\_\_\_\_

BARGAINING REPRESENTATIVES FOR  
THE ASSOCIATION:

*[Signature]*  
*Cheryl McKeeman*  
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APPENDIX "A"  
LETTER OF UNDERSTANDING  
BETWEEN  
LANGARA COLLEGE  
AND  
THE LANGARA FACULTY ASSOCIATION

**Re: Letter of Understanding – Respectful Working Environment**

**1. Preamble**

The parties recognize that mutual understanding and respect are fundamental to achieving a collaborative and positive working relationship, which is the cornerstone of an effective environment in which employers and employees work.

The parties further recognize that certain types of conduct, such as interpersonal conflict and bullying in the workplace create barriers to these objectives and result in both financial and relational costs.

Examples of financial costs include, but are not limited to increased sick leave usage, increased short term and long term disability leaves, workers' compensation claims, decreased levels of performance, and the costs associated with investigations, grievances, mediations, arbitrations, and human rights complaints as well as recruitment and retention costs.

Examples of relational costs include, but are not limited to, the loss of personal dignity as well as the loss of both trust and respect for individuals and the institution.

**2. Mandate**

The parties agree that, in addition to the educational and training programs currently offered by the employer, they will jointly develop and offer mandatory educational and training programs, designed to:

- (i) enhance understanding of interpersonal conflict and bullying, and the effects thereof in the workplace;
- (ii) ensure that all members of the College community are aware of their resources and responsibilities with respect to interpersonal conflict and bullying; and
- (iii) actively promote the development and maintenance of a respectful workplace environment.

**3. Committee Timelines**

The parties will establish a Respectful Workplace Committee consisting of two (2) association appointees and two (2) employer appointees. The Committee will begin meeting by May 1,

2013 and will complete their duties by June 30, 2013. The dates may be extended by mutual agreement.

## APPENDIX "B"

### LETTER OF UNDERSTANDING BETWEEN LANGARA COLLEGE AND LANGARA FACULTY ASSOCIATION

#### RE: EXPEDITED ARBITRATION

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

#### 1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of this agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under this agreement, notify the other party within six (6) working days of receipt of the Stage II grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

#### 2. Issues for Expedited Arbitration

(a) All grievances except those relating to the following shall be resolved by expedited arbitration:

- i. Dismissals;
- ii. Suspensions in excess of five (5) working days;
- iii. Policy grievances;
- iv. Grievances requiring substantial interpretation of a provision of the collective agreement;
- v. Grievances requiring the presentation of extrinsic evidence;
- vi. Grievances where a local party intends to raise a preliminary objection; and
- vii. Grievances arising from the duty to accommodate.

(b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2(a) above, may be referred to arbitration under the provisions of Article 4.

(c) By mutual agreement, a grievance falling into any of the categories as listed under section 2 (a) above, may be placed into the expedited arbitration process.

#### 3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within then (10) calendar days of appointment, on a rotating basis.

- Kate Young
- Colin Taylor

- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment. The parties may agree to select an arbitrator not on this list, by mutual agreement.

#### 4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

#### 5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

#### 6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

#### 7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

#### 8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

#### 9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

#### 10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.



- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.
- c) The decision or award, including mediated settlements, is final, binding and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the College or at the offices of the association where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

APPENDIX "C"

**LETTER OF UNDERSTANDING  
BETWEEN  
LANGARA COLLEGE  
AND  
LANGARA FACULTY ASSOCIATION**

**RE: FIELD SCHOOL OVERLOADS (per Article 31.2(i))**

The parties agree that regular faculty who teach in field schools shall wherever possible teach the field school sections as part of their usual annual workload.

If a regular faculty member's field school teaching is an overload for the fiscal year (under the conditions of Article 31), and if the overload occurs during their usual non-teaching term, then while the course is in progress the regular faculty member will be deemed to have taken one month of vacation when he/she has taught one overload field school section.

If an overload section is taught within one month or six weeks, then the College deems that the regular faculty member has taken one month of vacation, and the regular faculty member will have one month of vacation, and 2 months of NID to be scheduled before the end of that term.

A regular faculty member who teaches an overload section in a field school will be paid for the overload course in addition to the faculty member's usual salary in accordance with Article 31.2(i) and may not opt to be compensated in accordance with Article 31.2(ii).

APPENDIX "D"

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

RE: OVERLOADS

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

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

Appropriate use of overloads includes the following situations:

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

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

**Application of this LOU to situations other than Emergency hires:**

Langara College and the Langara Faculty Association agree to the principle that the use of overloads should be minimized, namely only after available work has been offered to faculty in accordance with Article 10.

The following clarifies the parties' intent regarding the application of that LOU.

**1) Offering Available Work**

**1.1 Available work must be offered to faculty according to the following priorities described in Article 10, namely**

**1.1.1 Qualified part time regular faculty within the department (no posting required) (Article 10.3.5.4)**

**1.1.2 Qualified part time temporary faculty within the department (no posting required) (Article 10.3.5.6)**

**1.1.3 Qualified faculty from other departments (internal posting required)**

(Article 10.2.4.2 & LOU – Overloads) in the following priority:

- a) Available work will be offered outside the department first to qualified part-time regular faculty and then offered to qualified part-time temporary faculty.
- b) If no qualified part time regular or temporary faculty are willing to take the work it will first be offered to qualified full time faculty within the department and then offered to qualified full time faculty from other departments. Pursuant to Section 1.2 below, work will be offered to qualified full-time faculty under the conditions listed.

Part time faculty referred to in 1.1.1 to 1.1.3 above are faculty who have less than a total of full time work at the College (some faculty may have part time work in one or more departments).

#### 1.1.4. External applicants (external posting/recruitment) (Article 10.2.4.7)

A department may simultaneously post a vacancy internally and externally; however, as per Article 10.2.4.7, the selection committee may not consider any external applications unless it has determined there to be no qualified internal applicant.

1.2 Under the following conditions, work will be offered to a qualified full-time faculty member:

**Definition:** A section of work, for the purpose of this LOU, is the number of workload units (typically 1.33 or 1) given to a course in a faculty member's home department.

A faculty member will not be offered overload assignments totalling one section or more in the period ending April 30 of the next even-numbered year.

Where the faculty member is offered an overload assignment, qualified full-time faculty will opt for one of the following:

- To be paid for the overload at the time it is worked;
- To relinquish their existing work in order to do the available work thereby removing them from an overload situation; or
- To do an unpaid overload followed by an equivalent under-load in a subsequent term.

## 2) Tracking

The Office of the Academic or Non-Academic Deans will track overloads for all instructional and non-instructional faculty.

APPENDIX "E"

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