

Memorandum of Settlement

between

LANGARA COLLEGE  
(hereinafter called "the Employer")

and the

LANGARA FACULTY ASSOCIATION  
(hereinafter called "the Union")

DATE: June 5, 2020

*"Errors and Omissions Excepted"*

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

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE LANGARA FACULTY ASSOCIATION (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE LANGARA FACULTY ASSOCIATION LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING APRIL 1, 2019 AND EXPIRING MARCH 31, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreement shall be for 36 months from April 1, 2019 to March 31, 2022 both dates inclusive.

**3. Effective Dates**

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

**4. SCHEDULE "A"**

The Employer and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "B".

**6. SCHEDULE "C"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Settlement as Schedule "C".

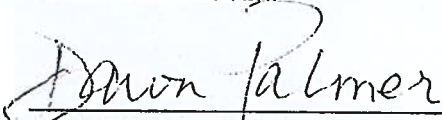
**7. Ratification**

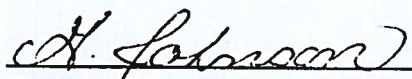
The parties expressly agree that, upon the completed signing of this Memorandum of Settlement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

Signed this \_\_\_ day of June, 2020.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:

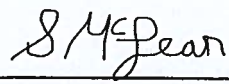
  
Dawn Palmer, Senior People & Culture  
Consultant

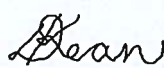
  
Georgina Johnson, PSEA

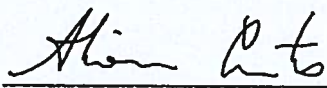
\_\_\_\_\_

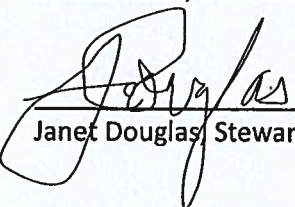
\_\_\_\_\_

BARGAINING REPRESENTATIVES  
FOR THE UNION:

  
Scott McLean, President, LFA

  
Darrell Kean, Chief Steward, LFA

  
Alison Curtis, Steward, LFA

  
Janet Douglas, Steward, LFA

# **SCHEDULE A**

## **OFFER OF SETTLEMENT**

between the

**LANGARA COLLEGE**  
(hereinafter called "the Employer")

and the

**LANGARA FACULTY ASSOCIATION**  
(hereinafter called "the Association")

**DATE: May 29, 2020**

**AGREED TO: June 5, 2020**

## **INTRODUCTION**

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Association for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format, errors and omissions excepted. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Association is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement

## **HOUSEKEEPING:**

**Replace "Arbitration Board" with "Arbitrator" wherever it appears in the agreement.**

**Replace "Vice President, Academic" with "Provost and Vice President, Academic and Students" wherever it appears in the agreement.**

**Replace "Workers' Compensation" with "WorksafeBC" wherever it appears in the agreement.**

**Replace "Ministry of Advanced Education" with "Ministry of Advanced Education, Skills and Training" wherever it appears in the agreement to reflect the name change of the Ministry.**

Replace “her/his” and “his/her” with “their” or “them” as appropriate, and “s/he” with “they” wherever they appear in the agreement to use gender neutral pronouns.

Delete the word “medical” or “MSP” from the following articles:

- 8.6.1.5            8.8.1.1            8.8.2.1            9.1.2
- 9.4.1.3            9.4.2.2.2            9.4.2.4.2            9.4.2.5.3.1
- 9.14.4a;            22.6

## **2. Definitions and Coverage for Benefits**

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

### **2.2 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, Division Chair; Consultant, Disability Services; EdTech Advisor; Curriculum Development Consultant; Program Review Facilitator; LEDC Coordinator; **Social Innovation Coordinator; Educational Development Coordinator and all other faculty positions in place during the term of this collective agreement.**

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

2.1.2 – Remains the same.

### **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 temporary faculty member is entitled to the following employee benefits: annual vacation, general (statutory) holidays, Employment Insurance.

## **7.1 Initial Placement**

### **7.1.2.7**

The College shall inform a faculty member hired on or after the signing of this Collective Agreement of the initial placement calculation and ~~provide a copy to~~ the Langara Faculty Association shall receive notification and access to an electronic copy.

## **7.4 Recovery of Claimed Overpayments**

### **7.4.1.3**

Should the faculty member or the LFA dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with a representative from People and Culture

~~the Director, Labour Relations & Human Rights and the Manager, Payroll and Benefits~~ and an effort will be made to reconcile the calculation and to accommodate the faculty member regarding the schedule of recovery. If alternate arrangements are agreed, they shall be confirmed in writing to all concerned.

## **8.6 Medical and Extended Health Insurance**

### **8.6.1**

**The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.**

**If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.**

The College will pay 100% of the monthly premiums for ~~basic coverage through the MSP plan of B.C. and~~ Extended Health Benefit plan in accordance with the terms of the insuring company for faculty members employed one-half time or more who wish to participate ~~in either or both plans~~. The College will pay 100% of the monthly premiums for ~~the basic coverage through the MSP plan of B.C. and~~ Extended Health Benefit plan in accordance with the terms of the insuring company for all regular faculty members employed less than one-half time who wish to participate ~~in either or both plans~~. Faculty who are eligible for employer-paid benefits may opt to continue the plan when on leave in accordance with Article 9.1.2.

#### **8.6.1.1**

Faculty employed on temporary contracts who are employed at less than one-half time and who wish to participate must purchase **the Extended Health Benefit plan** at their own expense ~~either or both plans~~. In such cases, premiums shall be collected by payroll deduction. Such faculty shall be offered one opportunity to purchase these ~~Extended Health Benefit plans~~. Faculty opting to purchase these plans may not subsequently opt out during the course of active employment.

#### **8.6.1.2**

All faculty members who are participating in ~~the basic MSP plan of B.C. and/or~~ the Extended Health Benefit plan, upon completion of a period of active employment, may elect to continue coverage at their own expense (by post-date cheques) for a period not to exceed seven (7) months, provided the College has given them a reasonable expectation of a subsequent contract.

#### **8.6.1.3 – Remains the same**



### **9.3 Compassionate or Family Illness Leave**

9.3.1 Remains the same.

#### **9.3.2**

**In accordance with the *Employment Standards Act*, aA faculty member will be granted a compassionate care leave of absence without pay for up to ~~eight (8)~~ **twenty-seven (27)** weeks to care for a gravely ill family member. ~~In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.~~**

- (a) The faculty member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, and the premium payment shall be on the same basis as if the faculty member were not on leave.
- (b) Where a faculty member elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, the College will pay the employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of ~~eight (8)~~ **twenty-seven (27)** weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) A faculty member who returns to work following a leave granted under this provision shall be placed in the position the faculty member held prior to the leave or in a comparable position.

#### **9.3.2.1**

Should a faculty member require additional time to care for a gravely ill family member, additional leave may be granted beyond the ~~eight (8) week~~ **twenty-seven (27) week** period specified in Article 9.3.2 above. Such additional leave shall be ~~pursuant to Article 9.7 Personal Leave in accordance with the *Employment Standards Act*.~~

### **9.4 Pregnancy Maternity and Parental Leaves**

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

#### **9.4.1 Birth Mother**

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

##### **9.4.1.1**

The College shall grant ~~pregnancy maternity and parental~~ leave to a pregnant faculty member in accordance with the provisions of the *Employment Standards Act* for a periods of up to **seventeen (17) consecutive weeks of unpaid leave and parental leave up to sixty-one (61) consecutive weeks. a**

~~maximum of fifty-two (52) consecutive weeks.~~ The parental leave must begin immediately after the end of their maternity leave, unless the employer and the employee agree otherwise.

#### 9.4.1.2

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

#### 9.4.1.3

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

##### 9.4.1.3.1

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

##### 9.4.1.3.2

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

##### 9.4.1.3.3

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

##### 9.4.1.3.4

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

#### 9.4.1.4

The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved ~~pregnancy~~ maternity and parental leave.

### 9.4.2 Parental Leave

#### 9.4.2.1 Leave for the Birth of Child

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

##### 9.4.2.1.1

Upon the birth of a child, a faculty member/spouse shall, upon application to the President or delegate, be entitled to three (3) days' paid leave for birth of a child. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate. In keeping with the provisions of the various College insurance policies and for the purposes of this Article, spouse shall be as defined in Article 2.1.7. This clause does not apply to the birth mother.

#### **9.4.2.2 Parental Leave (Birth-Father) (For parents other than the birth mother)**

##### **9.4.2.2.1**

The College ~~will~~ shall grant up to ~~fifty-two (52)~~ **sixty-two (62)** consecutive weeks of parental leave to the ~~birth-father parent, other than an adopting parent, who does not take maternity under 9.4.1 above~~ in accordance with the provisions of the *Employment Standards Act* beginning after the child's birth and within ~~fifty-two (52)~~ **seventy-eight (78)** weeks of the birth.

##### **9.4.2.2.2**

The College shall make its premium contributions for pension, ~~medical~~, extended health, group life, STD and dental plan insurance in accordance with Section 56 of the provisions of the *Employment Standards Act* for the entire duration of the parental leave. Vacation and sick leave benefits and increment entitlement will only accrue for the duration of the parental leave falling within the time limits prescribed in the *Employment Standards Act* and provided the faculty member returns to duty at the completion of the parental leave.

##### **9.4.2.2.3**

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

##### **9.4.2.2.4**

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

##### **9.4.2.2.5**

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

##### **9.4.2.2.6**

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

##### **9.4.2.2.7**

The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved ~~pregnancy maternity~~ and parental leave.

#### **9.4.2.3 Leave for Adoption of a Child**

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

##### **9.4.2.3.1**

Upon the adoption of a child, a faculty member shall, upon application to the President or delegate, be entitled to five (5) days paid parental leave. Such leave shall be charged against the faculty member's sick leave credits to the extent said credits will accommodate. A faculty member applying for adoption leave must furnish proof of legal adoption of a child. Where both parents are faculty members under the terms of this Collective Agreement, only one (1) faculty member shall be entitled to leave under the provisions of this clause.



#### **9.4.2.4 Parental Leave (Adopting Parent)**

##### **9.4.2.4.1**

The College shall grant further parental leave for adoption of a child in accordance with the provision of the *Employment Standards Act* for a period of up to **sixty-two (62) consecutive** ~~a maximum of fifty-two (52)~~ weeks commencing **within seventy-eight (78) weeks** after the child is placed with the parent without termination of contract.

##### **9.4.2.4.1.1**

A faculty member who is an adopting parent shall provide the College with as much notice as possible in advance of the commencement date of the leave.

##### **9.4.2.4.2**

The College shall make its premium contributions for pension, ~~medical~~, extended health, group life, STD and dental plan insurance in accordance with Section 56 of the provisions of the *Employment Standards Act* for the entire duration of the leave for adoption. Vacation and sick leave benefits and increment entitlement will only accrue for the duration of the parental leave for adoption falling within the time limits prescribed in the *Employment Standards Act* and provided the faculty member returns to duty at the completion of the parental leave.

##### **9.4.2.4.3**

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

##### **9.4.2.4.4**

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

##### **9.4.2.4.5**

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

##### **9.4.2.4.6**

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

##### **9.4.2.4.7**

The College shall not terminate a faculty member or change a condition of employment of a faculty member without the faculty member's written consent, unless the faculty member has been absent for a period exceeding the period of the approved parental leave.

#### **9.4.2.5 Additional Parental Leave**

##### **9.4.2.5.1**

Upon written request, a faculty member shall be entitled to a leave of absence without pay of up to twelve (12) consecutive months in addition to the statutory requirements. **For clarity, the combined**

amount of parental leave under article 9.4.2 will not exceed 104 weeks, regardless of the Employment Insurance parental benefit option elected by the employee. ~~Statutory requirements are as follows:~~

- ~~—birth mothers 52 weeks~~
- ~~—birth fathers 37 weeks~~
- ~~—adopting parents 37 weeks~~

**9.4.2.5.1.1**

A faculty member shall notify the College with as much notice as possible in advance of the commencement date of the leave.

**9.4.2.5.2 Leave taken under this provision shall commence:**

**9.4.2.5.2.1**

for the birth mother, immediately after the end of the leave taken under the ~~pregnancy~~ maternity and parental leave provisions unless the College and the faculty member agree otherwise.

**9.4.2.5.2.2**

for the ~~birth father~~ parent, other than the birth mother, after the child's birth and within ~~fifty-two (52)~~ seventy-eight (78) weeks of the birth.

**9.4.2.5.2.3**

for an adopting parent, within ~~fifty-two (52)~~ seventy-eight (78) weeks after the child is placed with the parent.

**9.4.2.5.3 Benefits Continuation**

**9.4.2.5.3.1**

The College will maintain coverage for medical, extended health, and dental benefits for leaves taken under this clause and will pay the College's portion of premiums. A faculty member who has taken leave under this provision may opt to continue premium payments for the following benefits: group life, voluntary life, STD, LTD, and AD&D. A faculty member who opts to not continue paying the premiums must reapply for group life insurance and voluntary life insurance coverage upon return to work.

**9.4.2.5.3.2**

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

**9.4.2.5.3.3**

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

**9.4.2.5.3.4**

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

#### 9.4.2.5.3.5

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

### 9.12 Exchange Leave

#### 9.12.1

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

### 10.4 Evaluation Reports

#### 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~~ **than** once in each year of duty on temporary contracts.

### 21 Health and Safety

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

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

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

**SUBSTANTIVE:**

**1.5 Term**

This Agreement shall be for a term of ~~sixty (60)~~ **thirty-six (36)** months from April 1, ~~2014~~**2019**, to March 31, ~~2019~~**2022**, both dates inclusive. The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby specifically excluded.

**5. Duties and Responsibilities**

**5.7** An instructional load shall include an assigned schedule of instructional hours which may include weekend and evening assignments to a maximum of ~~two (2)~~ **three (3)** nights per week plus an appropriate schedule of office hours.

~~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.~~

**8.6.1.4 Extended Health Benefits**

**Unless otherwise noted, all changes to the following extended health and dental benefits shall be effective on the date of ratification of the collective agreement.**

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

- Total lifetime coverage level is unlimited.
- Reimbursement level of claims is 95%
- ~~Effective April 1, 2015,~~ Hearing Aid benefit claims will be to a maximum of \$1,000 every three years.
- Orthotics (including arch supports) when prescribed by a Physician or Podiatrist for chronic or post-traumatic foot problems, to a maximum of ~~\$200~~ **\$300** in a calendar year.
- **Effective January 1, 2021,** charges for the purchase and/or repair of eyewear when prescribed by a Physician or Optometrist, **including Laser Surgery**, to a maximum of ~~\$500~~ **\$650** in a two (2) calendar-year period.
- Eye examinations to a maximum of ~~\$75.00~~ **\$100.00** every two (2) years.
- Deductible of \$50 per person or family each calendar year.

- Reimbursement of \$15 per visit for the first 6 5 visits for certain Practitioners (chiropractor, massage practitioner, naturopath, physiotherapist and podiatrist) subject to the plan's maximum benefit amount and reimbursement. The full amount will be paid for any further visits to these Practitioners, subject to the reimbursement percentage, any remaining benefit, and reasonable and customary limits as specified by the Insurer.
- While not to be included in the collective agreement, reimbursement for mental health services received from a registered psychologist, or **registered** clinical counselor up to a **combined** maximum of \$600 \$900 each calendar year.

**8.6.1.5** A retiring faculty member who is enrolled in ~~MSP and the~~ Extended Health Benefits plan accordance with this collective agreement and who has applied for a pension with the College Pension Plan shall have this health benefit coverage maintained until the commencement of pension health and welfare benefits, and in any event no later than ninety (90) days following the date of the faculty member's retirement.

**8.14.2** Dental Plan

~~Effective April 1, 2015,~~ Prosthetics, Crowns, Bridges and Implants (Plan B) paying for 70% of the approved Schedule of Fees to a lifetime maximum of ~~\$2,500~~ **\$3,000** for Implants per person.

**9.14** Renewal leave for Excellence

**9.14.1** In order to provide faculty members with an opportunity for renewal, the College may, with the approval of the President or delegate, grant unpaid leave 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 the leave granted hereunder;
- b)
  - i) the faculty member is on the maximum step of the salary range, or
  - ii) the faculty member has at least ten (10) calendar years of service as a regular faculty member with ongoing work at half (1/2) time or more.
- c) An appropriately qualified and experienced replacement is available to assume the faculty member's responsibilities;
- d) The ultimate replacement faculty member is at a step of the salary range which results in no additional cost to the College; and
- e) The faculty member has not taken twelve (12) months of renewal leave within the previous three (3) years.

9.14.2

Procedure

The procedure for application and allocation shall be as follows:

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

9.14.3

Agreement

9.14.3.1

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

**9.14.3.2 to 9.14.5 Remains the same.**

9.14.6

Advice to Association

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

**NEW 9.XX Leave for Domestic or Sexual Violence**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows in accordance with *Employment Standards Act*:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

This leave will be in addition to existing leave entitlements.

10.

**SELECTION, APPOINTMENT, EVALUATION, TERMINATION**



10.2.3 Job Posting

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 receive notification with details and be provided with access to electronic ~~be provided with~~ copies of all postings at the time they are posted.

10.6 Department Chair, Assistant Department Chair, Coordinators

10.6.7 **Effective January 1, 2021, a faculty member appointed to a Department Chair or Artistic Director, Theatre Arts position will be released from one-quarter of full-time instructional duty during the January 1<sup>st</sup> to April 30<sup>th</sup> term, immediately preceding the appointment, for the purpose of orientation to the duties of the position. The orientation process will include 50% departmental and 50% administrative duties.**

13. HUMAN RIGHTS ~~{NB: For process see Human Rights LOU #14 & Policy page 101}~~

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

13.1 Freedom from Discrimination

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

16. PERSONNEL FILE

A faculty member shall have the right to examine the contents of ~~his/her~~ their official personnel file during regular business hours in the presence of a **representative of People and Culture. Director, Labour Relations & Human Rights or delegate.** ~~A faculty member shall have the right to examine the contents of his/her ancillary personnel file in the presence of a Dean, or delegate, and by so arranging.~~

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

**REVISE: SCHEDULE A LANGARA COLLEGE SALARY SCALE**

**Effective April 1, 2020, Chair Allowances, as a % of the top step of the faculty scale, will be increased to the following:**

<b>POSITION</b>	<b>CURRENT</b>	<b>PROPOSED</b>
<b>Division Chair</b>	<b>7.2%</b>	<b>10%</b>
<b>Department Chair</b>	<b>2.7%</b>	<b>5%</b>
<b>Artistic Director, Theatre Arts</b>	<b>2.7%</b>	<b>5%</b>
<b>Assistant Department Chair</b>	<b>1.1%</b>	<b><u>2.5%</u></b>
<b>Associate Director, Theatre Arts</b>	<b>1.1%</b>	<b><u>2.5%</u></b>
<b>Coordinator</b>	<b>1.1%</b>	<b><u>2.5%</u></b>
<b>Additional Allowance</b>	<b>.8%</b>	<b><u>1.25%</u></b>

**REVISE SCHEDULE "A" LANGARA COLLEGE SALARY SCALE**

**Effective ratification of the Collective Agreement, the Langara College Salary Scale will be revised.**

*Schedule "A" of the collective agreement shall be increased by the following percentages effective on the dates indicated:*

**Effective April 1, 2019, all annual rates of pay which were in effect on March 31, 2019, shall be increased by two percent (2%)\*.**

**Effective April 1, 2020, all annual rates of pay which were in effect on March 31, 2020, shall be increased by two percent (2%)\*.**

**Effective April 1, 2021, all annual rates of pay which were in effect on March 31, 2021, shall be increased by two percent (2%).**

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 on the date of ratification of the MOA. Notwithstanding the foregoing, any former employees who worked for Langara College between April 1, 2019 and the date of ratification must apply to Langara College within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive**

pay. It is understood that any retroactive payments will be processed when practicable, given the current public health issue.

~~DELETE: SCHEDULE B – Memorandum of Understanding on the Economic Stability Dividend~~

**RENEW:**

LETTER OF UNDERSTANDING #1 – RE: EXAMPLES FOR CALCULATION OF SENIORITY

LETTER OF UNDERSTANDING #3 – RE: FACULTY EVALUATION

LETTER OF UNDERSTANDING #6 – RE: PARTICIPATION IN FIELD/EXTERNAL STUDIES PROGRAM

LETTER OF UNDERSTANDING #7 – RE: PROBATIONARY YEAR EVALUATION REPORT

LETTER OF UNDERSTANDING #8 – RE: AGREEMENT REGARDING THE THEATRE ARTS DEPARTMENT

LETTER OF UNDERSTANDING #10 – RE: FIELD SCHOOL OVERLOADS

LETTER OF UNDERSTANDING #11 – RE: OVERLOADS

LETTER OF UNDERSTANDING #12 – RE: EXPEDITED ARBITRATION

~~DELETE: LETTER OF UNDERSTANDING #2~~

~~RE: Faculty Evaluation~~

~~The parties agree that the process described in the Letter of Understanding regarding Faculty Evaluation dated February 21, 1996 (see page 86), has not been completed as of the date of signing of this present Letter of Understanding, and that the February 21, 1996 Letter of Understanding remains in effect until that process is complete.~~

**REVISE - LETTER OF UNDERSTANDING #4**

RE: Offices

The LFA has raised serious concerns about the inadequacies of offices provided for faculty.

The parties agree that providing and maintaining adequate offices for faculty, and resolving problems involving inadequate offices for faculty, are priorities.

**The parties agree to continue meeting as a Committee, consisting of two LFA representatives and two College representatives. The Committee will continue to be co-chaired by the LFA Vice President and the Director, Facilities.**

The parties are committed to the principle that every faculty member who works on campus full-time shall be assigned to an individual office, and that no more than 1.25 FTE faculty shall be assigned to an individual office.

~~The committee will meet within thirty (30) days of ratification of the Collective Agreement.~~

Within six (6) months of the signing of this Collective Agreement, the Committee will update the inventory of existing faculty offices.

Each semester, the Division Chairs will advise the Committee of the office needs of faculty in their divisions. ~~On the basis of these needs, the Committee shall work to achieve the principles in Articles 12.6, by no later than August 31, 2017.~~

The Committee will continue to address faculty office needs for the duration of this Collective Agreement.

**REVISE: LETTER OF UNDERSTANDING #5**

**RE: Technology**

The LFA has raised serious concerns about the inadequacies of technology, including faculty computers, classroom technology, and computer laboratories.

The parties agree that providing and maintaining current technology for faculty, providing and maintaining current technology for classrooms and computer laboratories, and resolving problems involving inadequate technology for classrooms, computer laboratories and faculty, are priorities.

The parties agree that access to and usage of technology must be in accordance with principles of privacy and confidentiality.

Upon request, the College will provide a laptop to any faculty member who teaches one-half time or more, and who has not been assigned to an office. On the basis of these needs, the committee shall work to achieve the principle in Article 12.7 by no later than March 31, 2018.

The parties agree to create a committee of equal numbers of LFA representatives and College representatives. The committee will be co-chaired by the LFA Vice President and the Langara College Vice President responsible for Information Technology, or delegate. Each year, the committee will canvas faculty to determine technology needs. ~~On the basis of their findings, this committee shall work to meet those needs that year. It is understood by the parties that budget must be considered in addressing needs.~~

**REVISE: LETTER OF UNDERSTANDING #9**

**RE: Video Surveillance**

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

**The College agrees that video surveillance is to be addressed through the Video Surveillance Policy G1004.**

**DELETE: LETTER OF UNDERSTANDING #13**

**RE: Support for Department Chairs**

~~The parties recognize that, from time to time, departments and programs have extraordinary needs for additional administrative support (for example, unusually high number of selections and/or evaluations, increased student demand, program review, program development, major curriculum review, etc.)~~

~~The parties agree to create a committee of two (2) College representatives and two (2) Association representatives to conduct a review of department and program needs for administrative support. This committee will meet within 30 days of ratification of this agreement, and will report back to the parties with a plan for meeting the needs identified in the review, no later than March 31, 2016.~~

**DELETE: LETTER OF UNDERSTANDING #14**

**RE: HUMAN RIGHTS POLICY**

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

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

**Human Rights Policy**

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

Approval: L. Holmes  
President

**1. PURPOSE**

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

~~discrimination and harassment and to create an environment in which dignity, self-esteem and productivity are enhanced and fostered.~~

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

## **2. DEFINITIONS**

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

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

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

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

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

a. detrimentally affects the work or academic environment; or

b. leads to adverse job or academic-related consequences for the person harassed.

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

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

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

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

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

a. is reasonably perceived to be placing a condition of a sexual nature upon any aspect of an employment or an academic relationship; or

b. leads to adverse job or academic-related consequences for the person harassed; or

c. detrimentally affects the work or academic environment.



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

### **3. ~~AUTHORITY~~**

#### **3.1 ~~Related Acts and Regulations~~**

~~B.C. College and Institute Act~~

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

#### **3.2 ~~Related Policies~~**

~~Access to Education for First Nations' Learners~~

~~Code of Conduct~~

~~Concerns About Instruction~~

~~Diversity (College Board)~~

~~First Nations' Employment Equity~~

~~First Nations' Learner Support Mechanisms~~

~~Services for Students with Disabilities~~

~~Statement on Harassment (College Board)~~

### **4. ~~RELATIONSHIPS WITH COLLECTIVE AGREEMENTS~~**

~~B.C. Nurses' Union Collective Agreement~~

~~Canadian Union of Public Employees, Local 15 – VMECW Collective Agreement~~

~~Langara College Administrators' Association Terms of Employment~~

~~Langara Faculty Association Collective Agreement~~

### **5. ~~POLICY~~**

~~5.1 Every member of the College community has the right to work and study under conditions that are free of discrimination and harassment, and the right to the equal protection and the equal benefit of all College policies and practices without discrimination based on any of the prohibited grounds listed in the B.C. Human Rights Code, which are: Race; colour; religion; ancestry; place of origin; sex (including pregnancy); physical disability; mental disability; family or marital status; political belief; sexual orientation; criminal conviction unrelated to employment; age (19 or over and less than 65 years), in the case of employment, tenancy or publication~~

~~5.2 Discrimination on any of the grounds listed in Section 5.1 above is prohibited. As a form of discrimination, harassment based on any of the grounds enumerated above is prohibited.~~

~~5.3 When a complaint of sexual harassment or other human rights violation is received involving an individual covered by the Collective Agreement between Langara College and the Langara Faculty Association, the provisions of this policy shall apply in place of Article 13 of the Langara Faculty Association Collective Agreement.~~

~~5.4 Where this policy conflicts with the terms of any other Langara College policy, this policy will apply.~~

~~5.5 This policy does not preclude any policy, practice or activity that has, as its object, the amelioration of conditions of disadvantaged individuals or groups who are disadvantaged because of a ground listed in Section 5.1 of this policy.~~

~~5.6 Neither the Human Rights Coordinator nor any Investigator appointed under this policy are compellable witnesses in any arbitration or other hearing or legal procedure which may result from a complaint under this policy.~~

- ~~5.7 The College will only accept complaints from current employees or students or individuals who were employees or students in the 12 month period prior to the complaint. The respondent must be a current employee or student, or have been an employee or student in the 12 month period prior to the complaint. A complaint must pertain to College-related activities.~~
- ~~5.8 Where a complaint names as respondent a person who is not a current student or employee of the College, the College's ability to investigate or facilitate a resolution may be restricted.~~
- ~~5.9 Service Providers, the Langara Students' Union, and their employees and agents, and visitors to the College are expected to conduct themselves in any College-related activity in a manner consistent with this policy. Allegations of discrimination and harassment against such persons will be dealt with by the College as potential breaches of contract, and/or may result in suspension of College privileges, such as access to the campus.~~
- ~~5.10 Service Providers, the Langara Students' Union, and their employees and agents and visitors to the College who suffer discrimination or harassment do not have access to these complaint procedures.~~

#### **Confidentiality**

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

#### **6. GUIDELINES/STANDARDS**

~~Not applicable.~~

#### **7. EXCEPTIONS**

~~Not applicable.~~

#### **8. PROCEDURES**

##### **Making a Complaint**

- ~~8.1 College students or employees who are subject to behaviour that they interpret as harassment or discrimination should first approach the person(s) displaying the discriminatory or harassing conduct and ask them to stop the conduct. If they are uncomfortable doing this or if the behaviour persists they are encouraged to consult the Human Rights Coordinator.~~
- ~~8.2 Students and employees may seek information from the Human Rights Coordinator without activating the complaint process. Only written, signed complaints in which the complainant's identity is disclosed may proceed through the mediation and investigation stages.~~
- ~~8.3 Any College student or employee who believes on reasonable grounds that he/she has been the subject of discrimination or harassment, may submit to the Human Rights Coordinator a signed, written complaint. The complaint will include all of the relevant~~

details of the allegation, including the names of the complainant and the respondent, the date (s), time (s) and act (s) and/or words that are alleged to constitute a breach of this policy. It will also include the names of any other persons known to the complainant who may have information relevant to the complaint.

~~8.4 — A complaint must be filed within 12 months of the alleged contravention. If a continuing contravention is alleged in a complaint, the complaint must be filed within 12 months of the last alleged instance of the contravention.~~

~~8.5 — The Human Rights Coordinator may proceed with two or more complaints together if he/she is satisfied that it is fair and reasonable in the circumstances to do so. In determining whether it is fair and reasonable, the following will be considered:~~

- ~~a. — whether the parties are the same;~~
- ~~b. — whether the allegations are sufficiently similar that many common legal and factual issues will arise;~~
- ~~c. — whether the handling of the complaints will be prolonged or shortened;~~
- ~~d. — whether there is potential prejudice to the parties and other individuals involved.~~

~~8.6 — The Human Rights Coordinator may reject all or part of a complaint on the following grounds:~~

- ~~a. — that the alleged conduct, if true, would not constitute a violation of this policy;~~
- ~~b. — that there are no reasonable grounds to establish a violation of this policy;~~
- ~~c. — that it lies outside the jurisdiction of this policy;~~
- ~~d. — that it is frivolous, vexatious or made in bad faith; or~~
- ~~e. — that it is beyond the time limits for laying a complaint.~~

~~8.7 — If the Human Rights Coordinator rejects all or part of a complaint under Section 8.6 above, the complainant will be notified in writing, and no further action will be taken under this policy with respect to those parts rejected by the Human Rights Coordinator. This decision does not affect the right of an employee to file a grievance alleging a violation of an applicable collective agreement.~~

~~8.8 — If the Human Rights Coordinator determines at any time following an initial contact with a complainant that safety or security issues exist, the Human Rights Coordinator will refer the matter to the President of the College for action, and the referral will include disclosure of any information that the President deems appropriate. The Human Rights Coordinator may continue to act on the complaint.~~

#### **Notice to the Respondent**

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

- ~~a. — a complaint has been made against him/her;~~

~~b. — he/she need not reply at this stage to the allegations; and~~

~~c. — he/she has the right to representation and assistance during these procedures by a person of the respondent's choosing, including a lawyer or a shop steward, at no cost to the College.~~

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

## **Mediation**

### Student/Student Complaints

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

### Complaints Involving Employees

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

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

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

## **Investigation and Fact Finding**

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

### Student/Student Complaints

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

### Complaints Involving Employees

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

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

### **The Investigation Report and Submissions**

- ~~8.18 — Following the investigation, the investigator will prepare a written report. All persons quoted in the investigation report will be identified using initials. The report will contain the following sections:~~
- ~~a. — Investigation methodology;~~
  - ~~b. — Allegations of the complainant(s);~~
  - ~~c. — Response to the allegations;~~
  - ~~d. — Findings of fact and credibility;~~
  - ~~e. — Conclusions re: breach of Human Rights policy. —~~
- ~~8.19 — The investigator may also include in the report a finding that the complaint was frivolous, vexatious or made in bad faith.~~
- ~~8.20 — The investigator's report will be provided to the parties on the condition that they will keep the report confidential and will not disclose it or the content, except to receive legal advice. A copy of the report will also be provided to the College President. A copy of the report will not be placed in the employee's file. Except as set out below, the report will not be introduced as evidence or have standing in any arbitration or other legal procedure.~~
- ~~a. — The College is entitled to rely on the fact of mediation or the report of an investigator as evidence that may mitigate liability in any proceeding that follows mediation or receipt of the investigator's report.~~
  - ~~b. — The College is entitled to rely on the investigator's report as evidence that it acted in good faith in any action it undertook following receipt of the report, where the issue of good faith is raised by the complainant, a grievor or the union.~~
- ~~The parties are not precluded from reaching an Agreed Statement of Facts, based upon facts in the report, in preparation for arbitration or other legal procedure.~~
- ~~8.21 — The complainant(s) and the respondent(s) will have 15 days to provide submissions to the President regarding the investigation process.~~



### **College Decisions**

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

### **Other Remedies**

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

### **Retaliation**

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

### **Limited Appeal of President's Decision**

- 8.27** ~~In the case of employee suspension or dismissal, or student suspension or expulsion, the party disciplined may appeal the decision of the President, or the decision of the Administrative Review Committee in the case of employee dismissal, to the Langara College Board. The Appeal must be filed within 10 working days of notification to the employee or student of the decision.~~
- 8.28** ~~The Langara College Board will hear the matter at the next regularly scheduled Board meeting or at a special Board meeting convened to hear the matter, provided they have at least five (5) business days' notice that a party to the complaint wishes the matter to be reviewed. An appeal by a party disciplined may be made only on one or more of the following grounds:~~
- ~~a. the investigator failed to comply with the procedural requirements of this policy;~~
  - ~~b. there is real or apparent bias on the part of the investigator; or~~
  - ~~c. the discipline imposed on the party appealing is inappropriate in light of the findings of fact.~~
- 8.29** ~~A party who seeks, or who has received a remedy under this policy, may appeal to the Langara College Board on the grounds that the remedy is inadequate or inappropriate in light of the findings of fact. A party may not appeal the discipline of another person.~~
- 8.30** ~~An employee covered by a collective agreement may appeal disciplinary action taken under this policy by filing a grievance under the applicable collective agreement. In such circumstances, the grievance may proceed directly to the last step of the grievance~~



~~procedure prior to arbitration. The parties will be subject to the time limits provided in the applicable collective agreement.~~

#### **Other Processes**

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

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

#### **General Provisions**

##### **8.33 Right of Parties to Support and Assistance**

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

##### **8.34 Participation in the Process**

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

##### **8.35 Obstruction**

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

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

#### **9. INQUIRIES**

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

#### **10. APPENDICES**

~~Appendix A: Process Flowchart~~

**REVISE - Appendix 1 SEB Plan**

### **SUPPLEMENTAL EMPLOYMENT BENEFIT (SEB) PLAN**

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

- a) for the first six (6) weeks of pregnancy maternity leave a faculty member shall receive one hundred percent (100%) of her their salary calculated on her their average base salary over the past twenty-six (26) weeks.
- b) for a maximum of eleven (11) additional weeks of pregnancy maternity leave the faculty member shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her their salary calculated on her their average base salary over the past twenty-six (26) weeks

- c) **for up to a maximum of thirty-five (35) weeks of parental leave, the birth mother shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of the faculty member's salary calculated on her their average base salary over the past twenty-six weeks.**
- d) **for up to a maximum of thirty-seven (37) weeks of parental leave, the ~~birth father~~, parent, other than the birth mother, adopting parent or spouse shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of the faculty member's salary calculated on the faculty member's average base salary over the past twenty-six weeks.**
- e) **If the birth mother, parent, adopting parent or spouse elects the Extended Parental EI benefit, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under c) or d) above when the employee opts for the Standard Parental EI benefits, spread out and paid over the 61 week period. The employer will make this calculation.**

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

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

To receive the Supplemental Employment Benefits, the faculty member shall provide the College with proof of receipt of EI Benefits.

**RENEW: APPENDIX II – GUIDELINES AND CRITERIA FOR EVALUATION**

**RENEW: APPENDIX III – GUIDELINES FOR EVALUATION**

## **SCHEDULE B**

The following attached language changes that were previously agreed between the parties in negotiations to date.

**"NOT APPLICABLE"**

## SCHEDULE C

### PROPOSALS FOR THE USE OF THE SIA FUNDS:

10.6 Department Chair, Assistant Department Chair, Coordinators

10.6.7 Effective January 1, 2021, a faculty member appointed to a Department Chair or Artistic Director, Theatre Arts position will be released from one-quarter of full-time instructional duty during the January 1<sup>st</sup> to April 30<sup>th</sup> term, immediately preceding the appointment, for the purpose of orientation to the duties of the position. The orientation process will include 50% departmental and 50% administrative duties.

### REVISE: SCHEDULE A LANGARA COLLEGE SALARY SCALE

Effective April 1, 2020, Chair Allowances, as a % of the top step of the faculty scale, will be increased to the following:

<u>POSITION</u>	<u>CURRENT</u>	<u>PROPOSED</u>
Division Chair	7.2%	10%
Department Chair	2.7%	5%
Artistic Director, Theatre Arts	2.7%	5%
Assistant Department Chair	1.1%	<u>2.5%</u>
Associate Director, Theatre Arts	1.1%	<u>2.5%</u>
Coordinator	1.1%	<u>2.5%</u>
Additional Allowance	.8%	<u>1.25%</u>

### CHANGE TO COLLECTIVE AGREEMENT LANGUAGE THAT WILL RESULT IN SERVICE IMPROVEMENTS:

#### 5. Duties and Responsibilities

5.7 An instructional load shall include an assigned schedule of instructional hours which may include weekend and evening assignments to a maximum of ~~two (2)~~ **three (3)** nights per week plus an appropriate schedule of office hours.