

MEMORANDUM OF AGREEMENT

BETWEEN

**LANGARA COLLEGE
(THE "COLLEGE")**

**AND THE
THE LANGARA FACULTY ASSOCIATION
(THE "UNION")**

SUBJECT TO PSEC APPROVAL

The parties agree to recommend to their principals these proposed terms of settlement as a renewal of the Collective Agreement to be in effect from April 1, 2010 to March 31, 2012. It is understood and agreed that upon the completed signing of this Memorandum of Agreement, the parties shall schedule the necessary meetings to ensure that their respective principals vote on the recommendations not later than thirty (30) calendar days from the date on which this Memorandum of Agreement is signed.

The terms of this agreement will be:

- The current Collective Agreement will be amended by all items listed in this Memorandum including the attachments where applicable; and
- All other provisions of the Collective Agreement are to be renewed without change except where modified by housekeeping changes;
- The final numbering sequence of the new Collective Agreement will be confirmed by the parties before printing;
- All Letters of Understanding that have been tentatively agreed to will be appended to and extended for the term of the Collective Agreement;
- All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party;
- The effective date for all changes to the Collective Agreement will be the date of ratification of this Memorandum, unless specified otherwise;
- The Memorandum of Agreement shall also be subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed

TERMS OF SETTLEMENT

April 1, 2010 to March 31, 2012– see attached College Comprehensive Proposal dated May 10, 2011 with attachments.

DATED: May 11, 2011

Signed on behalf of Langara College:

Signed on behalf of the Langara Faculty
Association:

Signed



**LANGARA COLLEGE and LANGARA FACULTY ASSOCIATION
COLLEGE COMPREHENSIVE PROPOSAL FOR SETTLEMENT**

May 10, 2011

The following is a comprehensive proposal for full and final settlement of collective bargaining between Langara College and the Langara Faculty Association. Any proposal not included or referred to in this document is considered to be withdrawn on a without prejudice basis to either party. *(Some proposals may require agreement regarding placement in the collective agreement).*

COLLECTIVE AGREEMENT ITEMS:

- TERM: April 1, 2010 to March 31, 2012
- LFA Proposal # 7 ii -Education Leave clarification – (Feb. 4/11)
- LFA Proposal #5 - Improve Office Space Allocations –(Mar. 31/11)
- LFA Proposal #2c – Restore paramedical coverage – Net zero amendments (May 5, 2011)
- LFA Proposal #19 – Video Surveillance – (May 9/11)
- LFA Proposal #16 – Overloads – (Apr. 7/11)
- College Proposal – Titles and Authorities – (Mar. 24/11)
- College Proposal – Appointment to ongoing work held by faculty on LTD –(Feb. 4/11)
- College Proposal - Elimination of Mandatory Retirement – consequential changes amendments (May 9/11)
- College Proposal – Temporary Transfer – Delete Article 12.3
- LFA Proposal - College Revised Proposal – Compensation Re-opener (Apr. 26/11)

Signed

Renew the following Letters of Understanding:

- Examples for Calculation of Seniority
- Faculty Evaluation including Letter of Understanding for extension
- Participation in Field/External Studies Programs
- Probationary Year Evaluation Report
- Agreement Regarding the Theatre Arts Department
- Human Rights Policy
- Appendix I – Supplemental Employment Benefit (SEB)
- Appendix II – Guidelines and Criteria for Evaluation
- Appendix III – Guidelines for Evaluation

Delete the following:

- Benefits – Letter of Understanding (subject to sector negotiations)
- Me-too Agreement re General Wage Increase (page 107).
- Incentive Payment

Housekeeping including consequential changes – To be discussed and agreed upon by the parties at time of updating the collective agreement.

Signed

February 4th, 2011

Article 23.4.2.3 Long-Term Education Leave

Following the return from education leave, the regular faculty member undertakes to remain in the service of the College at their pre-leave ongoing workload level for a minimum of three (3) years or, with the approval of the Dean, an equivalent thereof (combined duration and workload). Such approval shall not be unreasonably denied. Should this service to the College not be completed, the faculty member shall refund the amount paid by the College to the faculty member during such leave on a pro rata basis.

Article 23.4.3.3 Short-Term Education Leave

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

For the College:

For the Faculty Association:

Signed

Feb 10, 2011

March 31, 2011

Letter of Understanding

RE: OFFICE SPACE AND COMPUTER FACILITIES

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

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

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

For the College:

For the Faculty Association

Signed

EXTENDED HEALTH BENEFITS – PLAN AMENDMENTS

Paramedical Benefits Coverage

For the professional services of the following Practitioners – chiropractor, massage practitioner, naturopath, physiotherapist, and podiatrist:

- Increase the current \$10.00 per visit fee reimbursement to \$15.00
- Reduce the number of visits to which the aforementioned reimbursement amount applies from 12 visits to 6 visits.

Deductible

Increase the extended health benefit person or family calendar year deductible from \$25.00 to \$50.00.

These plan amendments have been determined by Western Compensation and Benefits Consultants to be cost neutral.

For the College:

For the Faculty Association

Signed

For information only

Excerpt from PBC Extended Health Plan Booklet Current Faculty Provision

4) Practitioners

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding appliances and tray fees. *Only the services of a private duty nurse require referral by a Physician.* For certain Practitioners (chiropractor, massage practitioner, naturopath, physiotherapist, and podiatrist), we will pay a visit fee to a maximum of \$10 per visit per Practitioner for the first 12 visits (under age 65), first 15 visits (age 65 and over), subject to your plan's maximum benefit amount and reimbursement percentage. We will pay the full amount of any further visits to these Practitioners, subject to the reimbursement percentage and any remaining benefit

a) acupuncturist\$100

b) chiropractor\$200

c) massage practitionerno calendar year limit

d) naturopath.....\$200

e) physiotherapist.....no calendar year limit

f) podiatrist.....no calendar year limit

g) psychologist.....\$600

h) speech language pathologist\$100

i) private duty care by a registered nurse for a person with an Acute condition in the patient's home or in a Hospital in the patient's province of residence, based on the Schedule of Fees of the Registered Nurses' Association of that Province, to a maximum of 720 hours of such services in a calendar year.

Revised Faculty Provision

4) Practitioners

Professional services of the following Practitioners to the maximum amounts indicated per calendar year, but excluding appliances and tray fees. *Only the services of a private duty nurse require referral by a Physician.* For certain Practitioners (chiropractor, massage practitioner, naturopath, physiotherapist, and podiatrist), **we will pay a visit fee to a maximum of \$15 per visit per Practitioner for the first 6 visits**, subject to your plan's maximum benefit amount and reimbursement percentage. We will pay the full amount of any further visits to these Practitioners, subject to the reimbursement percentage and any remaining benefit

a) acupuncturist\$100

b) chiropractor\$200

c) massage practitionerno calendar year limit

d) naturopath.....\$200

e) physiotherapist.....no calendar year limit

f) podiatrist.....no calendar year limit

g) psychologist.....\$600

h) speech language pathologist\$100

i) private duty care by a registered nurse for a person with an Acute condition in the patient's home or in a Hospital in the patient's province of residence, based on the Schedule of Fees of the Registered Nurses' Association of that province, to a maximum of 720 hours of such services in a calendar year.

May 9, 2011

Letter of Understanding

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.

For the College:

For the Faculty Association

Signed

April 7, 2011

Letter of Understanding

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.

For the College:

For the Faculty Association

Signed

pg	Heading	Article	Title	Current Language	Revised Language
9	Application of Schedule	7.1.2.2	Initial Placement	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, Bookstore and Media Services) will receive credit on a 100% basis for each full-time equivalent year of experience. acceptable to the Dean or Director, Library Services
9	Application of Schedule	7.1.3	Initial Placement	A faculty member who feels that an anomaly or inequity exists in initial placement on the salary..... 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....	A faculty member who feels that an anomaly or inequity exists in initial placement on the salary..... The ultimate decision with respect to salary placement shall be made by the President or delegate and should this decision be unacceptable to the faculty member or Association....
23	Pregnancy & Parental Leave	9.4.1.2	Birth Mother	For pregnancy and parental leave benefits of the Employment Standards Act to apply, the pregnant faculty member must ensure the appropriate certificates of a duly qualified medical practitioner are provided to the President of the College, as indicated in that Act.	For pregnancy and parental leave benefits of the Employment Standards Act to apply, the pregnant faculty member must ensure the appropriate certificates of a duly qualified medical practitioner are provided to the President or delegate , as indicated in that Act.
24	Leaves of Absence from Duty	9.4.2.1.1	Leave for Birth of Child	Upon the birth of a child, a faculty member/spouse shall, upon application to the President, be entitled to three (3) days' paid leave for birth of a child.	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.
25	Leaves of Absence from Duty	9.4.2.3.1	Leave for Adoption of a Child	Upon the adoption of a child, a faculty member shall, upon application to the President, be entitled to five (5) days' paid parental leave.	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.
27	Bereavement Leave	9.5.1	Bereavement Leave	In the case of death in the immediate family, for a period not to exceed five (5) working days with no loss of pay and benefits provided the faculty member has notified the Division Chair (or appropriate Dean if there is no Division Chair).	In the case of death in the immediate family, for a period not to exceed five (5) working days with no loss of pay and benefits provided the faculty member has notified the Division Chair (or appropriate Administrator if there is no Division Chair).
27	Bereavement Leave	9.6.1	Funeral Leave	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.	With the approval of the Division Chair (or appropriate Administrator if there is no Division Chair) up to one-half day with pay but not in addition to bereavement leave.
27	Leaves of Absence from Duty	9.7.1	Personal Leave	The College may grant, with the approval of the President, a leave of absence, either full-time or part-time, with or without pay, to a faculty member for any reason, up to twenty-four (24) consecutive months.	The College may grant, with the approval of the President or delegate , a leave of absence, either full-time or part-time, with or without pay, to a faculty member for any reason, up to twenty-four (24) consecutive months.

28	Leaves of Absence from Duty	9.8.2	Union Leave	With the approval of the President, faculty members delegated by the Association to attend to Association affairs, may be granted necessary leave of absence with pay to accommodate such involvement, it being understood that such leave of absence shall be mutually agreed between the President and the Association and that such approval shall not be unreasonably withheld.	With the approval of the President or delegate , faculty members delegated by the Association to attend to Association affairs, may be granted necessary leave of absence with pay to accommodate such involvement, it being understood that such leave of absence shall be mutually agreed between the President and the Association and that such approval shall not be unreasonably withheld.
28	Leaves of Absence from Duty	9.8.5.1	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) request for such leave are made, in writing, by the Association President to the College President wherever possible at least two (2) months prior to the commencement of such 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) request for such leave are made, in writing, by the Association President to the College President or delegate wherever possible at least two (2) months prior to the commencement of such leave.
30	Leaves of Absence from Duty	9.11.1	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.	Public Service leave of absence may be granted with the approval of the President or delegate and shall be without pay unless otherwise specified.
31	Leaves of Absence from Duty	9.14.1	Renewal Leave for Excellence	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...	In order to provide faculty members with an opportunity for renewal, the College may, with the approval of the President or delegate , grant unpaid Renewal Leaves of between six (6) and twelve (12) consecutive months, . . .
33	Selection, Appointment, Evaluation, Termination	10.2.2	Selection	The selection committee shall consist of the Dean or Dean's delegate; the Division Chair, where applicable,.....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).	The selection committee shall consist of the Dean or Dean's delegate; the Division Chair, where applicable,The number of faculty members from the area involved, selected by the department, may exceed two with the approval of the President or delegate . The area is the subject or program area (or department if subject or program area is too small).
37	Selection, Appointment, Evaluation, Termination	10.3.5.2	Temporary Contracts	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.	The contract for a temporary faculty member shall contain commencing and ending dates. Such a contract is subject to termination on one (1) week's notice during the first two (2) weeks of the College term due to insufficient enrolment in the area in the view of the President or delegate .

38	Selection, Appointment, Evaluation, Termination	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.	Any decision regarding whether or not to designate preceptors shall be made by the members of the department or program involved. Any designation of preceptors shall be made by the President or delegate on the recommendation of the appropriate Dean.
39	Selection, Appointment, Evaluation, Termination	10.4.2.2	Evaluation Reports	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, Bookstore and Media Services where appropriate.....	In the case of a faculty member on a temporary contract, the reports of the evaluation committee shall be considered in determining whether a subsequent offer of appointment will be made. The evaluation committee reports must be submitted to the President or delegate, or the Director, Library Services where appropriate....
40	Selection, Appointment, Evaluation, Termination	10.4.2.4	Evaluation Reports	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, Bookstore and Media 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.	In the case of a faculty member on a three-year regular contract, who has completed the probationary period, the evaluation committee's final report must be submitted to the appropriate Dean, or the Director, Library Services where appropriate, not later than eight (8) months prior to the end of the contract, for transmission with comments to the President or delegate. Evaluation committee reports shall be considered by the President or delegate in determining whether or not an offer will be made of a continuing contract to a regular faculty member.
41	Selection, Appointment, Evaluation, 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.	A faculty member who resigns shall give at least six (6) months' notice in writing to the President or delegate . 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.
41	Selection, Appointment, Evaluation, Termination	10.5.2	Retirement	Arrangements for either mandatory or early retirement for regular faculty members will be concluded at least six (6) months in advance of the applicable retirement date by the President and the faculty member.	Arrangements for retirement for regular faculty members will be concluded at least six (6) months in advance of the applicable retirement date by the President or delegate and the faculty member. (see College proposal #7)

46	Selection, Appointment, Evaluation, Termination	10.6.1	Department Chair, Assistant Department Chair, Co-ordinators	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.	A Department Chair, Assistant Department Chair or Coordinator must be a regular faculty member who has met the conditions of Article 10.3.6.1 and who works a minimum of one-half time, unless otherwise mutually agreed to by the parties, and shall be appointed by the President or delegate on the recommendation of the faculty of the department or program.
47	Selection, Appointment, Evaluation, Termination	10.6.2.1.1	Department Chair, Assistant Department Chair, Co-ordinators	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 President or delegate may seek the advice of the appropriate Dean and the appropriate Division Chair and shall make the appointment without further consultation with faculty if:
47	Selection, Appointment, Evaluation, Termination	10.6.3.2	Department Chair, Assistant Department Chair, Co-ordinators	In the event of a vacancy with insufficient notice to apply the procedure described in 10.6.2 and its sub-articles, the President may appoint a faculty member to serve as Department Chair Pro Tem until this procedure can be applied.	In the event of a vacancy with insufficient notice to apply the procedure described in 10.6.2 and its sub-articles, the President or delegate may appoint a faculty member to serve as Department Chair Pro Tem until this procedure can be applied.
48	Selection, Appointment, Evaluation, Termination	10.7.2	Division Chair	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 October 15th.	The Vice-President Academic shall initiate the selection process at least twenty six (26) weeks prior to the December 31st date preceding the date of vacancy. This date may be altered by mutual consent of the President or delegate and the Association. The application closure date shall not be before October 15th.
48	Selection, Appointment, Evaluation, Termination	10.7.2.1	Division Chair	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.	The Vice-President Academic shall appoint a Division Chair. Before making such appointment the Vice-President Academic shall consider the advice of a joint administration/faculty recommendation committee established for the purpose.
48	Selection, Appointment, Evaluation, Termination	10.7.2.1.1	Division Chair	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.	The recommendation committee shall be composed of a non voting chair appointed by the Vice-President Academic ; the appropriate Dean; a regular faculty member of the Division selected by faculty members of the Division; a regular faculty member not belonging to the division selected by the Association.
48	Selection, Appointment, Evaluation, Termination	10.7.2.1.2	Division Chair	The recommendation of the recommendation committee shall initially be forwarded to the President, who may make the appointment and advise the College Board.	The recommendation of the recommendation committee shall initially be forwarded to the Vice-President Academic who may make the appointment and advise the President .

48	Selection, Appointment, Evaluation, Termination	10.7.2.1.2.1	Division Chair	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.	If the Vice-President Academic is not willing to appoint the person recommended by the recommendation committee, the Vice-President Academic shall meet with the committee and an attempt shall be made to come to accord. Should agreement not be reached, the matter shall be referred to the President and the appointment, if any, shall be made by the President .
49	Selection, Appointment, Evaluation, Termination	10.7.3.1	Division Chair	In the event of a vacancy with insufficient notice to apply the procedure described in 10.7.2 and its sub-articles, the President may appoint a faculty member to serve as Division Chair Pro Tem until this procedure can be applied.	In the event of a vacancy with insufficient notice to apply the procedure described in 10.7.2 and its sub-articles, the Vice-President Academic may appoint a faculty member to serve as Division Chair Pro Tem until this procedure can be applied.
49	Selection, Appointment, Evaluation, Termination	10.7.5	Division Chair	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.	A Division Chair normally shall instruct one-quarter of full time. The determination of actual instructional time will be determined in each case by the President or delegate to meet the needs of the division and the College.
52	General Provisions	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	A potential regular faculty member will be advised in the initial offer of appointment whether the President or delegate considers him/her to possess an appropriate Master's degree or its equivalent for purposes of this Agreement
65	Early Retirement Incentive	22.3 c)	Application and Agreement AS IS	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.	In the event of acceptance of an offer of early retirement incentive, a faculty member's date of retirement shall be effective on a date mutually agreed upon between the faculty member and the President or delegate , in keeping with legislation and the maintenance of full years to retirement upon which the incentive was calculated. All earned vacation entitlements shall be utilized prior to the date of retirement.
68	Early Retirement Incentive	22.8	Implementation AS IS	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.	The Association and the College agree to establish a standing committee comprised of two (2) representatives from each party which shall receive requests for early retirement incentive and make recommendations to the President or delegate for the implementation of this article.

69	Professional Development Support Program	23.3.1	Committees	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.	The Educational Leave Committee (Adjudication Committee) is a committee of the Association and College Administration. Its membership shall be the President or his/her delegate, an Academic Dean or his/her delegate , a Division Chair, the Vice-President of the Association or his/her delegate, and a member-at-large of the Association nominated by the Association. The Educational Leave Committee carries out those functions described in 23.4.
70	Professional Development Support Program	23.4.1.8	Education Leave General	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.	The faculty member within one (1) month of return to duty must submit to the President or delegate satisfactory evidence of having carried out the purpose for which the leave was granted. In the event of failing to do so, the faculty member shall refund the amount paid by the College during such leave.
71	Professional Development Support Program	23.4.1.9	General	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.	On returning from education leave, the faculty member shall report on activities undertaken during the leave and submit to the President or delegate a statement of remunerations as set down in 23.4.1.5.
71	Professional Development Support Program	23.4.4.1	Procedures for Educational Leaves	Education Leaves are granted by the President per the procedures outlined below after taking into consideration the recommendations of the Education Leave Committee.	Education Leaves are granted by the President or delegate per the procedures outlined below after taking into consideration the recommendations of the Education Leave Committee.
71	Professional Development Support Program	23.4.4.2	Procedures for Educational Leaves AS IS	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.	By November 15 each year, qualified candidates must submit proposals for educational leave for the following fiscal year to the Office of the President or delegate to be forwarded to the Educational Leave Committee.
72	Professional Development Support Program	23.4.4.3	Procedures for Educational Leaves AS IS	By January 15th, the Educational Leave Committee shall have considered all proposals for education leave, shall have approved or rejected, in writing, each proposal for education leave, shall have notified each applicant of the decision, and shall have forwarded its recommendations to the President. 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.	By January 15th, the Educational Leave Committee shall have considered all proposals for education leave, shall have approved or rejected, in writing, each proposal for education leave, shall have notified each applicant of the decision, and shall have forwarded its recommendations to the President or delegate . Approval or rejection of a proposal shall be based on the educational merits of the proposal and on the limits of the funds available. Such approval shall not be unreasonably withheld.

72	Professional Development Support Program	23.4.4.4	Procedures for Educational Leaves AS IS	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.	If the Educational Leave Committee rejects a faculty member's proposal, the committee must provide the applicant with reasons, in writing, at the earliest possible date. The faculty member has two (2) weeks in which to revise the proposal and submit this revised proposal for immediate reconsideration by the Educational Leave Committee. The committee must review substantial changes in the educational leave proposal, approve or reject them, and forward its recommendations to the President or delegate .
73	Professional Development Support Program	23.5.4	Procedures for Administering Professional Development Support Funds	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.	Faculty members whose leaves have been approved in accordance with 23.5.1 may apply to the Professional Development Support Fund Committee for supplementary funds to pursue professional development activities, such funds being in addition to those normally available from departments. The Professional Development Support Fund Committee will receive faculty members' applications for the use of supplementary funds, approve or reject them, and forward its recommendations to the President or delegate , who will authorize payment.
76	Continuing Studies - Effective April 1, 2006	24.13	Continuing Studies - Effective April 1, 2006	The Joint Committee on Continuing Studies shall be comprised of the Dean of Continuing Studies, two Deans of Instruction, and three faculty members named by the Association.	The Joint Committee on Continuing Studies shall be comprised of the Dean of Continuing Studies, two Academic Administrators , and three faculty members named by the Association.

“If the title of Vice President Academic changes at sometime in the future then the LFA agrees that the Vice-President Academic role in article 10 can be shifted to another VP with academic responsibility or a similar level position to whom the Dean reports.”

For the College:

For the Faculty Association

Signed

February 4th, 2011

New Article: 8.8.2.2 Appointment to Ongoing Work Held by Faculty on LTD

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

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

For the College:

For the Faculty Association:

Signed

Feb 10, 2011

Elimination of Mandatory Retirement – amend collective agreement language related to and affected by the elimination of mandatory retirement

- Article 8.5.1 Mandatory Enrolment – Enrolment in the College Pension Plan shall be as set out in the **College Pension Plan Regulation**.
- Article 10.5.2 - Merge with 10.5.1 as follows:
Article 10.5.1 - Resignation and Retirement
A faculty member who intends to resign or retire shall give at least six (6) months' prior notice in writing to the President **or delegate**. This provision may be waived or the date altered by mutual agreement in writing between the faculty member and the College.
The actual date of resignation or retirement for instructional faculty will be based on completion of teaching assignments and the associated non-instructional duty time.
- Article 10.5.2.1 - Post-Retirement Employment – delete
- Article 12.6.5 – Delete – see Memorandum of Agreement dated December 5, 2007.

Signed

April 26, 2011

Letter of Understanding

Between: Langara College

And: Langara Faculty Association

Re: Collective Bargaining 2010 - Compensation Re-opener

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

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

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

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

Signed May 10, 2011.

Signed on behalf of Langara College:

Signed on behalf of the Langara
Faculty Association:

Signed