

MEMORANDUM OF AGREEMENT

BETWEEN

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

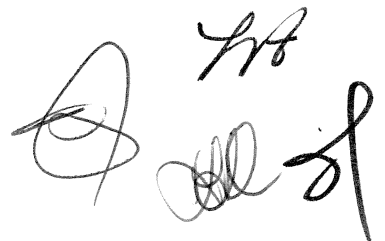
**AND THE
THE LANGARA FACULTY ASSOCIATION
(THE "UNION")**

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, 2004 to March 31, 2010. 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;
- The effective date for all changes to the Collective Agreement will be the date of ratification of this Memorandum, unless specified otherwise;
- 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- All proposals not contained in this Memorandum are considered withdrawn without prejudice to either party.

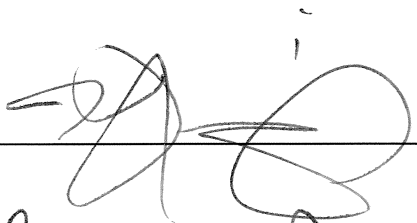
TERMS OF SETTLEMENT

April 1, 2004 - March 31, 2010 – see attached College Comprehensive Proposal dated March 30, 2006 with attachments.

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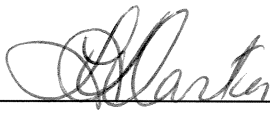
DATED: MARCH 31, 2006

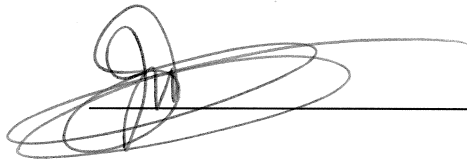
FOR LANGARA COLLEGE



Linda Arnold

FOR THE LANGARA FACULTY
ASSOCIATION



McKeenan
_____

M. Long

LANGARA COLLEGE and LANGARA FACULTY ASSOCIATION

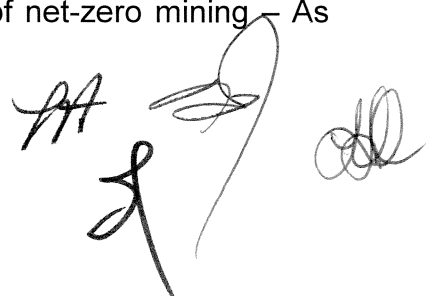
COLLECTIVE BARGAINING

COLLEGE COMPREHENSIVE PROPOSAL

MARCH 30, 2006

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).*

- TERM: April 1, 2004 to March 31, 2010
- COMPENSATION: As per College Proposal of March 30, 2006 (attached).
- AGREED TO ITEMS:
 - Leaves: As agreed March 25, 2006
 - Recovery of Overpayments: As agreed March 20, 2006
 - Dismissal Articles – 10.5.3.3, 10.1 and 10.3.1: As agreed March 14, 2006
 - Seniority Article 12.6.4: As agreed March 14, 2006
 - Right to Association Representation: As agreed March 17, 2006
 - Retiring Faculty Members – 8.6.1.5 and 8.14.7: As agreed March 17, 2006
 - Distributed Learning – As agreed March 25, 2006
 - Short term Salary Indemnity – As agreed March 30, 2006
 - Long term Salary Indemnity – As agreed March 30, 2006
 - Compassionate care leave, Definition of family, PD leave, Renewal of LOU's – As agreed March 30, 2006
 - Extended Health Benefits – As agreed March 30, 2006
 - Division Chairs - As agreed March 30, 2006
 - Department Chairs – As agreed March 30, 2006
 - International Education and Field Schools – As agreed March 30, 2006
 - Continuing Studies – As agreed March 30, 2006
 - Post-Retirement Employment – As agreed March 30, 2006
 - Collective agreement changes as a result of net-zero mining – As agreed March 30, 2006

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- Benefits – Letter of Understanding re joint review of plans: As per College proposal March 14, 2006
- Labour Adjustment Fund – Article 26: As per College Proposal February 6, 2006
- Human Resources Database – Article 27: As per College proposal February 6, 2006
- SEB – As per College proposal March 14, 2006
- Housekeeping including consequential changes – To be discussed and agreed upon by the parties at time of updating the collective agreement.

FACULTY Bargaining Comprehensive proposal.doc

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COLLEGE PROPOSAL

March 30, 2006

LANGARA COLLEGE & LANGARA FACULTY ASSOCIATION COLLECTIVE BARGAINING

COLLEGE COMPENSATION PROPOSAL

The College makes the following proposal for full and final settlement of all compensation-related items. Any proposal not specifically referred to in this document is deemed withdrawn.

TERM OF AGREEMENT

The term of the agreement shall be from April 1, 2004 to March 31, 2010

Effective April 1, 2006

BASE WAGE INCREASE

The attached salary scale (column #4) shall be implemented.

In the event that the parties reach agreement on changes to the collective agreement that result in savings with a value equivalent to 2% of faculty salary, then an additional 2% stipend shall be added to all steps of the salary scale as a result of "net zero (0) money" and faculty shall be paid as specified in column #5 of the salary scale. The effective date shall be the first of the month following the date on which the savings are approved and collective agreement changes implemented.

INCENTIVE PAYMENT – LETTER OF UNDERSTANDING

Each member of the bargaining unit employed by Langara College on March 31, 2006 shall receive an incentive one-time lump sum payment if the new Collective Agreement is settled and ~~ratified~~ by March 31, 2006.

The incentive payment shall be \$4,000 for each full-time equivalent faculty member and shall be pro-rated for part-time faculty members. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent faculty member is a regular or temporary faculty member who worked on a full-time basis for the period of April 1, 2005 to March 31, 2006. The incentive payment for a faculty member who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the faculty member worked. Time spent by faculty members on the following leaves shall be considered as time worked for the purpose of calculating the amount of a faculty member's incentive payment:

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- pregnancy or parental
- short-term disability
- long-term disability that commenced between April 1, 2005 to March 31, 2006
- education leave

The incentive payment shall be paid to faculty members as soon after April 1, 2006 as is practicable for the College to determine and pay the payment amounts to faculty members.

LETTER OF UNDERSTANDING

Effective April 1, 2007

The payment of any general increase to base wages, lump sum fiscal dividend, or special labour market adjustments for specified groups of faculty members during the term of the agreements commencing April 1, 2007 and ending March 31, 2010, shall be made in the form and substance of such payments as may be negotiated by those employers for which the Post Secondary Employers' Association is the bargaining agent and their respective faculty unions whose collective agreements expire March 31, 2007.

Notwithstanding the outcome of the above mentioned negotiations, the average general increase(s) to base wages (in a form to be determined) shall be an amount equivalent to not less than 2.1% of total faculty salary as follows:

April 1, 2007	2.1%
April 1, 2008	2.1%
April 1, 2009	2.1%

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LANGARA COLLEGE SALARY SCALE

1	2	3	4	5
STEP	April 1, 2004 to March 31, 2006	April 1, 2006 STEP	April 1, 2006 to March 31, 2007	Effective date TBD subject to agreement on "net zero money"
			See Notes 2, 3, 4	See Notes 1, 2, 3, 4
		1	\$ 75,674	\$ 75,674 <u>\$ 1,513</u> \$ 77,187
1	\$ 73,257	2	\$ 73,257	\$ 73,257 <u>\$ 1,465</u> \$ 74,722
2	\$ 68,238	3	\$ 68,238	\$ 68,238 <u>\$ 1,365</u> \$ 69,603
3	\$ 65,445	4	\$ 65,445	\$ 65,445 <u>\$ 1,309</u> \$ 66,754
4	\$ 63,048	5	\$ 63,048	\$ 63,048 <u>\$ 1,261</u> \$ 64,309
5	\$ 60,651	6	\$ 60,651	\$ 60,651 <u>\$ 1,213</u> \$ 61,864
6	\$ 58,254	7	\$ 58,254	\$ 58,254 <u>\$ 1,165</u> \$ 59,419
7	\$ 55,857	8	\$ 55,857	\$ 55,857 <u>\$ 1,117</u> \$ 56,974
8	\$ 53,460	9	\$ 53,460	\$ 53,460 <u>\$ 1,069</u> \$ 54,529
9	\$ 51,063	10	\$ 51,063	\$ 51,063 <u>\$ 1,021</u> \$ 52,084
10	\$ 48,666	11	\$ 48,666	\$ 48,666 <u>\$ 973</u> \$ 49,639

* *Italicized denotes stipends*

Note #1: Add 2% to all steps of the Salary Scale as a result of "Net 0 money"

Note #2: Add 3.3% to the top of the Salary Scale. (1.5% * 2.2)

Note #3: A faculty member who has spent 12 months at step 1 by April 1, 2006 shall move to the new step on April 1, 2006. Others will proceed to the new step on their normal increment date.

Note #4: The difference between the 1.5% increase on April 1, 2006 and the April 1, 2006 to March 31, 2007 total salary increase of any faculty collective agreement that includes the Provincial Salary Scale shall be applied to the top step of the scale effective April 1, 2006. Such application shall be made as soon as practicable and applied retroactively.

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LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION
AGREE TO THE FOLLOWING

Article 9 – LEAVES

1. New Article 9.4.2.4.1.1 Parental Leave (Adopting Parent)

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.

2. New Article 9.4.2.5.1.1 (Additional Parental Leave)


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

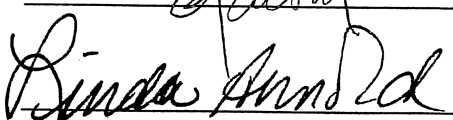
3. Article 9.12.1 Exchange Leave – add:

(Addition as per College Revised Proposal dated March 17, 2006)
“Request for leave shall be made with sufficient notice to enable the College to assess the qualifications of the incoming exchanging individual and to ensure that other necessary arrangements are appropriately in place”.


Dated: March 25, 2006


For Langara College:

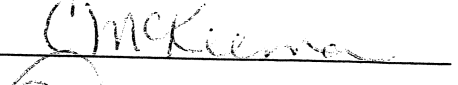


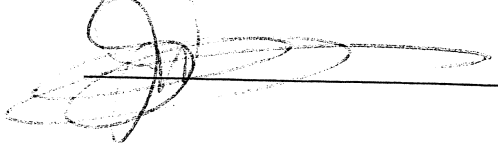


For Langara Faculty Association









RECOVERY OF CLAIMED "OVERPAYMENTS"

It is the intention of Langara College to recover overpaid wages occurring due to such consequences as administrative delay or error. Upon the College determining that such an overpayment has occurred:

1. It may be corrected within two (2) months of that occurrence. The College shall inform the affected faculty member of the amount of the overpayment and the situation which gave rise to it, in advance of the payroll adjustment. **Where a one-time payroll adjustment creates a significant financial hardship for the employee, the College will consider an employee's request for a schedule of recovery.**

Faculty member
2. If overpayment of wages occurred which was not corrected within two (2) months of the error having occurred, the College will notify the affected faculty member in writing, with a copy to the LFA, specifying:
 - a) the amount of overpayment claimed;
 - b) a general description of the situation which gave rise to the claimed overpayment;
 - c) a detailed calculation of the claimed overpayment;
 - d) the intended schedule of recovery;
 - e) the faculty member's right to consult with the LFA regarding this matter.

Faculty member's
3. Should the faculty member or the LFA dispute either the intended recovery or the calculation provided, the matter shall be discussed informally with the Manager, Human Resources Systems & Services and the Manager, Payroll & Accounts Payable and an effort 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.
4. If agreement cannot be reached informally, the matter shall be dealt with through the grievance procedure commencing at Stage II and within the time limits prescribed therein and recovery shall not proceed until the grievance is ultimately resolved.
5. Notwithstanding the foregoing, if the faculty member voluntarily terminates employment with the College before recovery is accomplished, complete recovery shall form part of the normal end-of-employment reconciliation practices.
6. This agreement does not address nor apply to:
 - a) Normal reconciliation at the end of employment for vacation or other such entitlements where such reconciliation is clearly specified in the Collective Agreement; or
 - b) Garnishees or other court-ordered claims initiated by a third party.

For Langara College:

[Signature]
[Signature]
[Signature]

For Langara Faculty Association:

[Signature]
[Signature]
[Signature]
CM Keema

LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

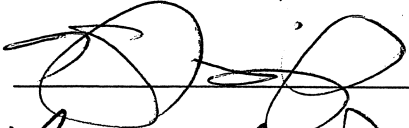
AGREE TO THE FOLLOWING

DISMISSAL ARTICLES - 10.5.3.3 and 10.1 and 10.3.1.1

1. Amend the provision that specifies that the College Board may dismiss a faculty member and replace it with: **"The College President may dismiss a faculty member without notice for gross misconduct, and upon thirty (30) days notice for any of the other reasons noted for which the President may suspend."**
2. Amend 10.1 to reflect the College Board Bylaw amendment that the President has the authority to terminate. **"The President or delegate shall appoint and promote faculty members. The President shall terminate faculty members."**
3. Amend 10.3.1.1 to delete reference to termination by the College Board and replace with College President. **"....and the contract is subject to termination by the College President or delegate at any time upon three months' notice during the probationary period."**

Dated: March ¹⁴~~10~~, 2006

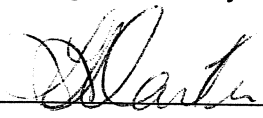
For Langara College:




Linda Arnold

Susan

For Langara Faculty Association



C McKenna



M. Hvalby

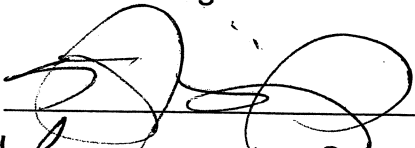
College Counter Proposal

March 14, 2006

Article 12.6.4 – Seniority

Notwithstanding Article 12.6.3 above, faculty members whose employment is discontinued for other than cause, or do not submit a written resignation, shall retain their seniority for a period of two (2) years plus one (1) **working** day from the date of their last period of employment for the purpose of Article 10.2.4.1

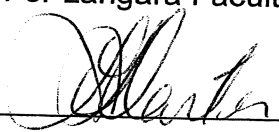
For the College:



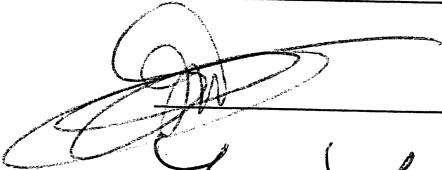
David Arnold

J. Fournier

For Langara Faculty Association:



C. McKeenna



G. Maloney

College Counter Proposal

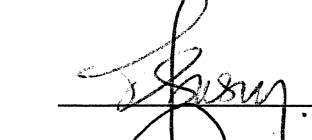
March 17, 2006

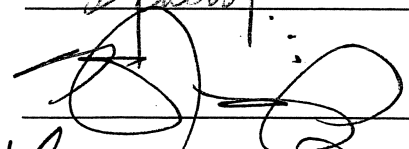
ARTICLE: ? RIGHT TO ASSOCIATION REPRESENTATION

When there is a reasonable expectation that discipline of a **faculty member** will result from a meeting with **that** faculty member, the College shall advise the faculty member of the right to have an Association representative present.

The College shall also notify the Association that such a meeting is being scheduled (without identifying the faculty member).


For Langara College:






Linda Arnold

For Langara Faculty Association:



M. Holoney

C McKeenan



UNION COUNTER PROPOSAL

March 17, 2006

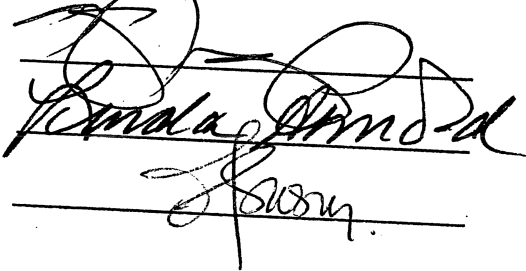
8.6.1.5 RETIRING FACULTY MEMBERS

A retiring faculty member who is enrolled in MSP and Extended Health Benefits in 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.

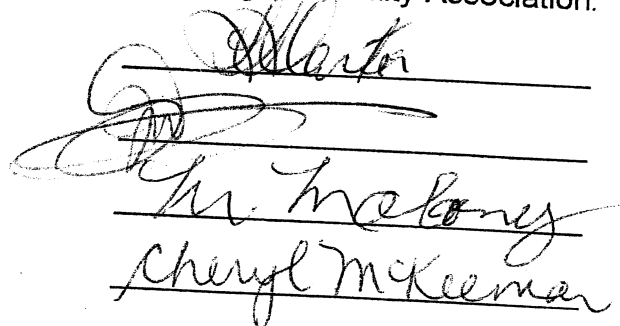
8.14.7 RETIRING FACULTY MEMBERS

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

For the College:


Linda Arnold
Dean

For Langara Faculty Association:


Cheryl McKeeman

LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

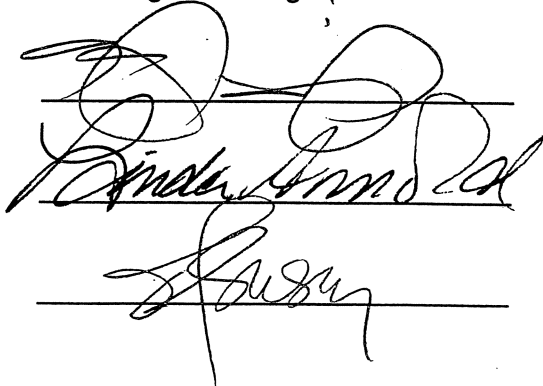
30. Distributed Learning

The Parties agree that participation in Educational Technology and Distributed Learning is important and valuable.

- 30.1 Distributed learning includes, but is not limited to, print-based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses.
- 30.2 In developing and offering distributed learning programs and courses, the College will plan in collaboration with the department or program and the faculty member(s) who will develop and/or deliver the program or course.
- 30.3 The College shall provide the necessary technological and human resources for faculty members developing and delivering the program and courses.
- 30.4 The College shall provide the necessary and appropriate training in the use of relevant educational technology for faculty members approved to develop and deliver distributed learning programs and courses.
- 30.5 Faculty members delivering distributed learning programs/courses shall not be required to provide technical support to students taking distributed learning courses.
- 30.6 Faculty members shall not be required to deliver distributed learning programs/courses from their home. Faculty members delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.
- 30.7 Where a faculty member agrees to the College's request to teach all or part of a distributed learning course from home, the College shall provide the appropriate technology and pay for reasonable and approved costs of delivering those courses from home, including but not limited to computer, internet access, printer and printer supplies.
- 30.8 No regular faculty member will be laid off as a direct result of the introduction of distributed learning.

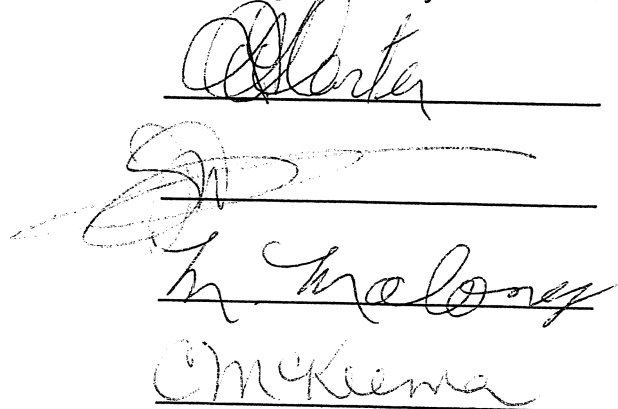
Dated: March 25, 2006

For Langara College:



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For Langara Faculty Association



Three handwritten signatures are written over three horizontal lines. The signatures are in black ink and appear to be 'M. M.', 'L. L.', and 'M. McKenna'.

LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

SHORT TERM SALARY INDEMNITY (STD)

Article 8.8.1 – Current Language

Add:

Eligibility:

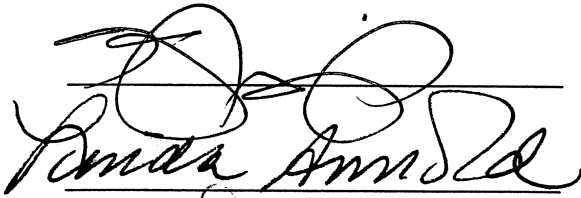
Regular faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following date of appointment as regular.
Temporary faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following one (1) year of continuous service **at half-time or more.**

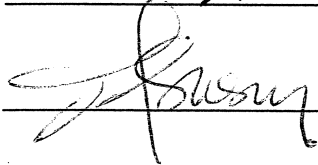
Article 8.8.1.1 (New clause)

When on approved short-term salary indemnity, the College shall continue to pay the premiums for MSP, Extended Health and Group Life/AD&D. The faculty member must continue their long-term disability premiums and may purchase their dental coverage by providing post-dated cheques.


March 30, 2006:

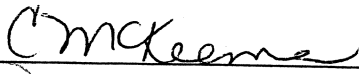
For Langara College:-

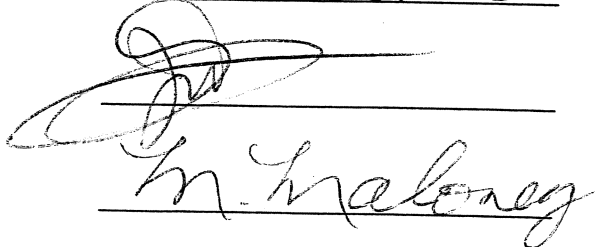




For Langara Faculty Association







**LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION
AGREE TO THE FOLLOWING**

LONG-TERM SALARY INDEMNITY (LTD)

Article 8.8.2 Long-Term Salary Indemnity

Long term salary indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of the benefit:

70% of salary to a maximum as shown:

Effective Dates	Monthly Maximum
April 1, 2004	\$2,404
September 1, 2005	\$3,292
April 1, 2006	TBD
April 1, 2007	TBD
April 1, 2008	TBD
April 1, 2009	TBD
*Adjustments specified to correspond to changes in the Salary & Allowance Grid subject to term of agreement	Based on rate of pay & Chair Allowance

Duration of the benefit:

Until retirement or as otherwise provided.

Benefit effective:

Upon expiration of Short-term Salary Indemnity coverage.

Eligibility:

Regular faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following date of appointment as regular.

Temporary faculty employed one-half (1/2) time or more:
Coverage commences on the first day of the month coincident with or following one year of continuous service **at half-time or more.**

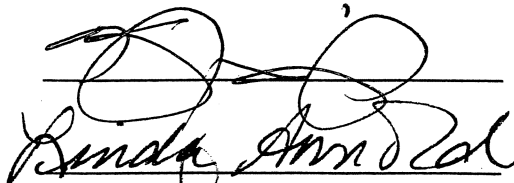
The premium cost of Long-term Salary Indemnity coverage shall be borne entirely by the faculty member and shall be paid by means of payroll deductions.


Article 8.8.2.1 (New clause)

When on approved long-term salary indemnity, the Faculty member may opt to purchase premiums MSP, Extended Health and Dental by providing post-dated cheques. STD and LTD premiums are not required and Group Life and AD&D premiums are waived.

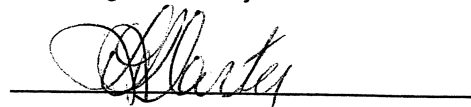
DATED: MARCH 30, 2006

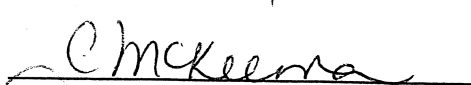
For Langara College:







For Langara Faculty Association









LANGARA COLLEGE AND LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

COLLEGE PACKAGE PROPOSAL
MARCH 30, 2006

The following College proposal is a package to address four (4) outstanding items tabled by the parties:

9.3 **Compassionate or Family Illness Leave**

Definition

9.3.1 For the purpose of this clause references to family members include: spouse, children, children's spouses, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. (All references to spouse in this clause include, heterosexual, common-law and same sex partners.)

9.3.1.1 A faculty member will be granted leave of absence for up to five (5) days per year without loss of pay or benefits for compassionate reasons or because of family illness. Additional compassionate or family illness leave may be granted by the College.

9.3.2.1 A faculty member will be granted a compassionate care leave of absence without pay for up to eight (8) 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 faculty member who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The faculty member's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the faculty member were not on leave.

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- (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) 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) 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.

9.3.2.2 Should a faculty member require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) weeks period specified in Article 9.3.2.1 above. Such additional leave shall be pursuant to Article 9.7 Personal Leave.

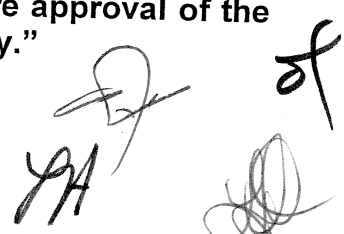
9.5. Bereavement Leave

9.5.1 In the case of death in the 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). **References to family include spouse, children, children's spouse, stepchild, stepchild in-law, siblings, in-law siblings, parents, step-parents, parents-in-law, grandparents, grandchildren, nieces and nephews, and any other person living in the same household who is dependent upon the employee. All references to spouse within the leave provisions of this clause include, heterosexual, common-law and same sex partners.**

23.5.1 (Professional Development Leave) (As per College Proposal February 16, 2006)

Add:

"Where leave is requested for professional development purposes, it is normally only approved during a non-instructional duty period. Exceptions must be submitted in writing and require approval of the Dean at least one (1) month in advance of the activity."


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Renew the following Letters of Understanding:

	Page
Examples for Calculation of Seniority (add reference to art. 12.6)	77
Faculty Evaluation	78
Faculty Evaluation	79
Office Space	80
Participation in Field/External Studies Programs	81
Probationary Year Evaluation Report (add reference in art. 10.4.2.3.1)	82
Agreement Regarding the Theatre Arts Department	83
Human Rights Policy	110

DATED: March 30, 2006


For the College:



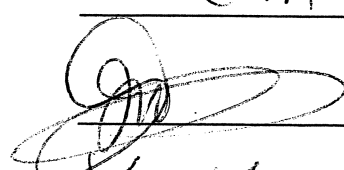
Brenda Arnold

Brenda Arnold

For Langara Faculty Association:



M. Keenan



M. Keenan

LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

8.6.1.4 Extended Health Benefits


Extended Health Benefits include:

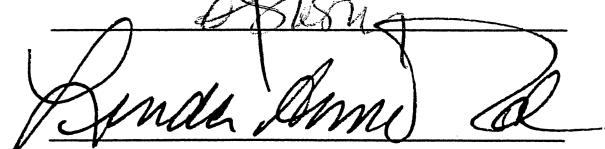
- Total lifetime coverage level is unlimited.
- Reimbursement level of claims is 95%.
- Hearing Aid benefit claims will be to a maximum of \$1,000 every four (4) years.
- Orthotics (including arch supports) when prescribed by a Physician or Podiatrist for chronic or post-traumatic foot problems, to a maximum of \$200 in a calendar-year.
- Charges for the purchase and/or repair of eyewear when prescribed by a Physician or Optometrist, to a maximum of \$300 in a two (2) calendar-year period.

• Eye examinations to a maximum of \$75-⁰⁰ every two (2) years

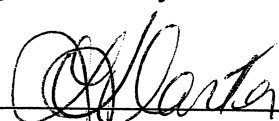
Dated: March 30, 2006

For Langara College:






For Langara Faculty Association



C. McKeeman

L. Haloney



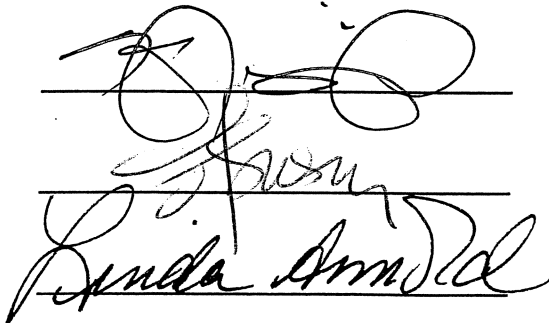
**LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION
AGREE TO THE FOLLOWING**

DIVISION CHAIRS


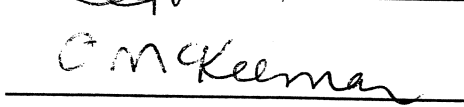
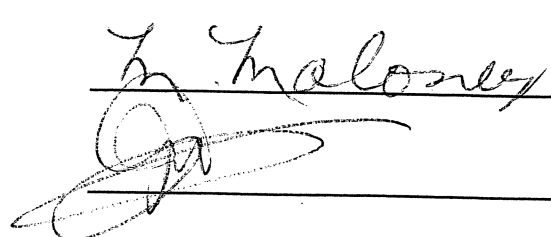
- 10.7.2 Change "September 15th" to "October 15th".
- 10.7.3 Replace with the following:
The first term of appointment as Division Chair shall normally be two (2) years commencing on a May 1 and terminating on April 30. Subsequent appointments shall normally be for three (3) years. An appointee shall be limited to two consecutive three-year subsequent reappointments, normally for a maximum total of eight (8) consecutive years as Division Chair.
- 10.7.3.1 Replace with the following:
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. An appointment as Division Chair Pro Tem shall not be considered in the calculation of the maximum number of consecutive appointments. In such a case, the specific timelines and dates in 10.7.2 may be modified by agreement of the parties. In the event of the appointment of a Division Chair at a time other than a May 1, the appointment shall normally be until the April 30 which will make the term of office as close as possible to two (2) years.
- 10.7.6 (new article):
The Division Chair will be evaluated in each of the first two terms of office, with significant input from the faculty in the division as well as from other members of the College community. The first term evaluation will be conducted by the appropriate Dean and the second by the Division Chair. In each instance, the principal data collection for this evaluation will begin in May, approximately one year before the end of the term of office, and the evaluation will be completed with a meeting between the Division Chair and the Dean by October 5 of that year.

Dated: March 30, 2006

For Langara College:


Linda Arnold

For Langara Faculty Association


C. McKenna

J. Maloney


LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

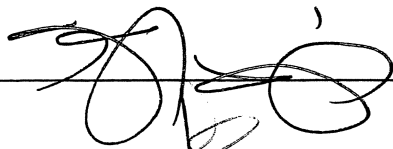
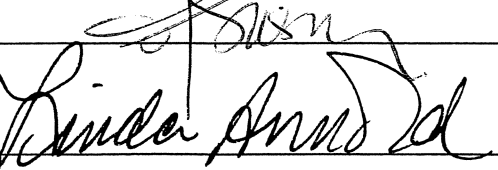
AGREE TO THE FOLLOWING

DEPARTMENT CHAIRS



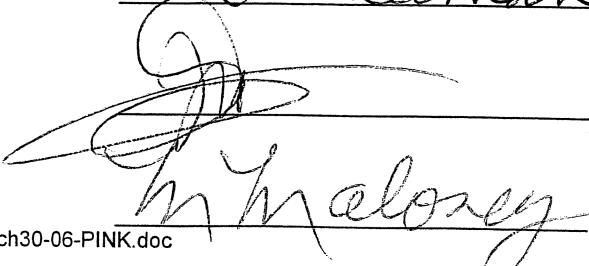
- 10.6.3.1 Replace with the following:
Effective May 1, 2007, the term for appointment as a Department Chair shall normally be for three (3) years commencing on a May 1. An appointee shall be limited to two (2) consecutive three-year terms.
- 10.6.3.1.1 (New temporary "transitional" article)
Article 10.6.3.1 notwithstanding, in order to achieve a situation in which approximately 1/3 of the department chairs turn over each year, some chairs appointed (or re-appointed) on May 1, 2007 shall be appointed for one year, some for two (2) years, and some for three (3) years, according to an rotation schedule to be agreed upon by the parties. All subsequent appointments shall normally be for three (3) years.
- 10.6.3.2 Replace with the following:
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. An appointment as Department Chair Pro Tem shall not be considered in the calculation of the maximum number of consecutive appointments. In the event of the appointment of a Department Chair at a time other than a May 1, the appointment shall normally be until the April 30 which will make the term of office as close as possible to three (3) years.

Dated: March 30, 2006

For Langara College:



Linda Arnold

For Langara Faculty Association



M. Keenan

M. Keenan

LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

31.0 International Education and Field Schools

The Parties agree that participation in international education and field schools is important and valuable.

31.1 Faculty participation in international education and field schools is voluntary.

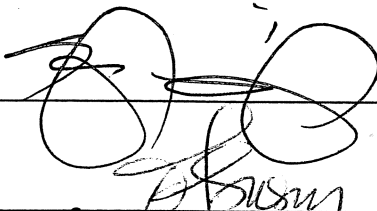
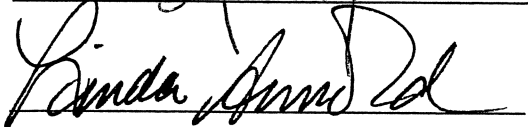
31.2 A regular faculty member who participates in an international education project or a field school and for whom that participation will constitute an overload for the fiscal year shall, at the option of the faculty member, receive either:

- (i) the salary for the overload based on the per diem rate that would be paid for a temporary term appointment at the step of the salary scale at which the employee is placed, or
- (ii) a reduction of workload in a subsequent year that is commensurate with the amount of the overload.



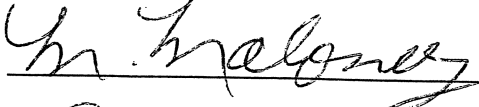
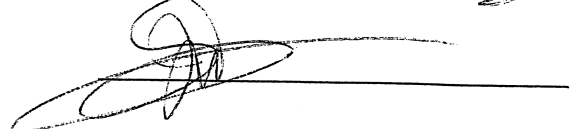
Effective January 1, 2007, a regular faculty member may select option (i) above no more than six (6) times in any ten (10) year period, or to a maximum of six (6) sections in any ten (10) year period.

Dated: March 30, 2006

For Langara College:

For Langara Faculty Association

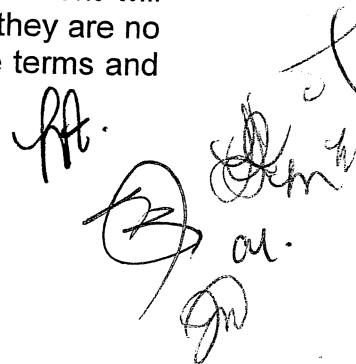
LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

24 Continuing Studies – Effective April 1, 2006

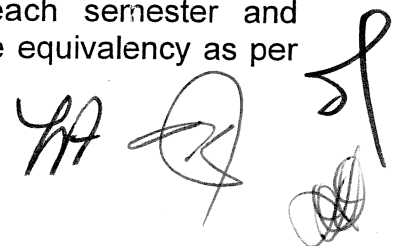
- 24.1 The parties agree that a market-driven Continuing Studies program has a valuable role to play in supporting and complementing the regular offerings of Langara College. Such an operation requires flexibility with respect to tuition fees; curriculum structure; methods, scheduling, cost and location of instruction; and other such matters.
- 24.2 For the purpose of this article, the term "Continuing Studies" shall mean all offerings of the College other than Regular Studies offerings as listed in the Langara College Calendar or its supplements and available through the Langara College Registration Guide and Course Schedule.
- 24.3 The faculty of Langara College shall have a major role through their departments in determining transferability for Continuing Studies offerings in the subject area(s) of the department and shall have an opportunity **through their departments** to provide input into the content of proposed courses.
- 24.4 This Collective Agreement does not apply to any employee engaged in Continuing Studies unless expressly stated in this article.
- 24.5 A CS course or pair of courses or program is equivalent to a RS course or program if all of the following criteria are satisfied:
- a) same or equivalent learning outcomes;
 - b) same or equivalent variety of evaluation methods;
 - c) same or equivalent level of support materials,
 - d) at least 33 scheduled hours or the equivalent using distributed learning per 3-credit RS course

When either party has suggested that a Continuing Studies course, pair of courses, or program may be equivalent to a Regular Studies offering, per the above, the Joint Committee on Continuing Studies will review the criteria to determine whether the courses/program offerings are, indeed, equivalent. Those CS offerings deemed equivalent will either be amended so that the Joint Committee agrees that they are no longer equivalent to RS offerings or will be taught under the terms and conditions of this Collective Agreement.



Unresolved disputes over equivalency will be addressed through Article 4 of the Collective Agreement, beginning at Stage II.

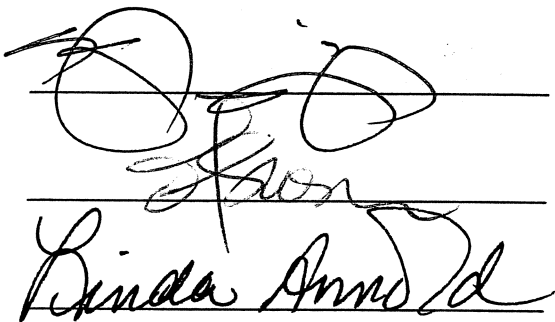
- 24.6 The College agrees that the number of sections taught by faculty members in a subject area will not be reduced due to the offerings of Continuing Studies in that subject area.
- 24.7 Faculty covered by this collective Agreement will be invited to submit proposals for new Continuing Studies course offerings once each semester. If a course proposed by a faculty member is offered, then that faculty member has the right of first refusal to teach the course.
- 24.8 An opportunity to teach a course that is advertised in a Continuing Studies catalogue that has no incumbent instructor assigned will be posted and initially offered to faculty who are deemed by CS to be qualified.
- 24.9 Where faculty members instruct Continuing Studies courses other than those satisfying the criteria in 24.5, they shall do so at Continuing Studies rates of pay.
- 24.10 Article 24.5 notwithstanding, if a Regular Studies program is discontinued, after two years up to 50% of the core courses from that Regular Studies program may be offered through Continuing Studies at Continuing Studies rates of pay.
- 24.11 Courses that originated in Continuing Studies and that have subsequently been approved by Education Council for offering as a Regular Studies course will continue to be offered in Continuing Studies at the Continuing Studies rate of pay for up to 5 years. After 5 years, the Continuing Studies course must change to be not equivalent to the Regular Studies course.
- 24.12 Article 24.5 notwithstanding, modularized short courses in Continuing Studies that are equivalent to less than half of a Regular Studies three-credit course will not qualify to be taught by faculty under the provisions of the Collective Agreement.
- 24.13 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.
- 24.13.1 The committee will meet at least once each semester and additionally at the call of either party to decide equivalency as per Article 24.5.

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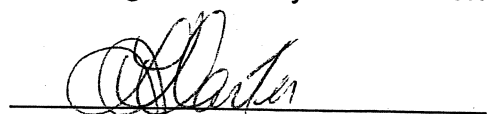
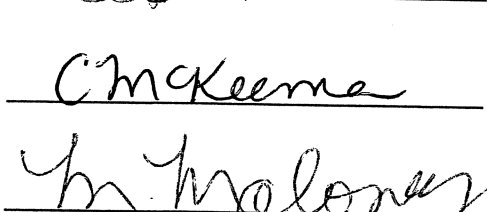
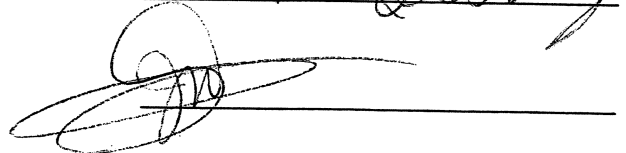
- 24.13.2 The committee will monitor the direction of Continuing Studies course development to avoid duplication with Regular Studies offerings.
- 24.13.3 The committee will monitor the direction of Continuing Studies program development to avoid duplication with Regular Studies offerings.
- 24.13.4 The committee will monitor the communication processes and the forms used to track these processes.
- 24.13.5 The committee will monitor marketing strategies to ensure that Continuing Studies and Regular Studies offerings are being effectively differentiated to the community.

Dated: March 30, 2006

For Langara College:


Linda Arnold

For Langara Faculty Association


C. McKeena

M. Maloney


LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION

AGREE TO THE FOLLOWING

Article 10.5.2 (new) Post-Retirement Employment

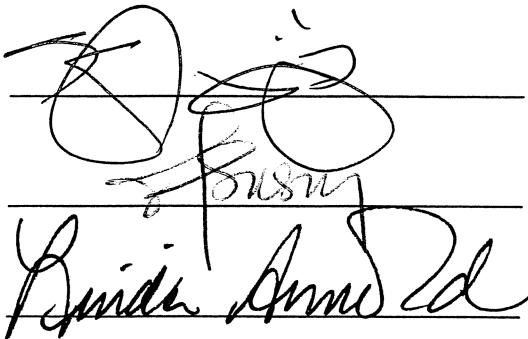
Where a department can demonstrate an inability to recruit qualified faculty, the department may on a term basis (subject to Pension Corporation regulations) recommend for appointment as a temporary faculty member a person who is beyond the age of mandatory retirement. Departments shall be required to demonstrate continuing inability to recruit in order to offer a second appointment. Appointments shall normally not exceed two (2) consecutive terms. The following articles shall not apply to faculty hired under this article:

- Articles 10.3.5.3, 10.3.5.5, and 10.5.5

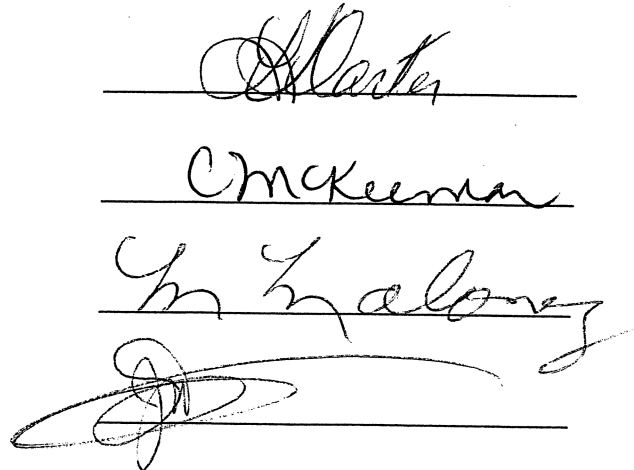
Former Langara faculty will not normally be evaluated during this appointment. Faculty new to Langara College will be evaluated in accordance with the terms of the Collective Agreement.

Dated: March 30, 2006

For Langara College:


David Annand

For Langara Faculty Association


Mark McKenna

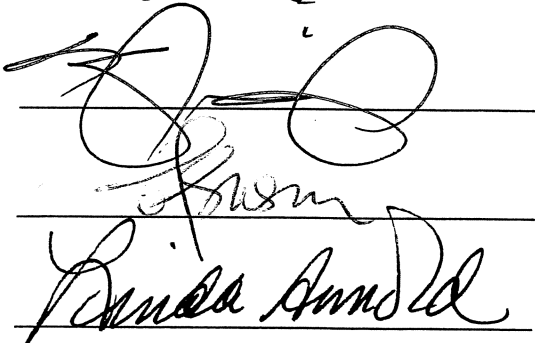
LANGARA COLLEGE AND THE LANGARA FACULTY ASSOCIATION
AGREE TO THE FOLLOWING

Collective agreement changes as a result of Net-Zero Mining:

- Replace current Article 24 with new Article 24 language effective April 1, 2006 as agreed March 30, 2006.
- Amend Article 23.4.4 (Add new 23.4.4.1) "Education Leaves are granted by the President per the procedures outlined below after taking into consideration the recommendations of the Education Leave Committee". Article 23.4.4.2 delete "....for final approval." Article 23.4.4.3 delete "..... for final approval."
- Union leave – delete article 9.8.1 and amend 9.8.2 by deleting " additional"
- The LFA agrees to withdraw their grievance dated July 28, 2005 and August 5, 2005 regarding the delisting of paramedical services.
- The LFA agrees to amending the "elimination period" in Article 8.8.1 for STD eligibility from 10 working days to 15 working days effective April 1, 2006.


Dated: March 30, 2006


For Langara College:




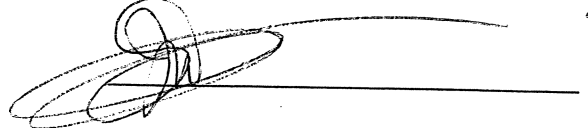
Linda Arnold

For Langara Faculty Association



M. Carter


C. McKeeman


L. Maloney


BENEFITS – LETTER OF UNDERSTANDING

The parties agree to meet to discuss strategies and initiatives aimed at controlling the escalating cost of benefits to ensure the long-term sustainability of the benefit plans. The parties agree that any recommendations made may be considered in the next round of collective bargaining. Each party shall designate three representatives for this purpose.

The parties agree to commence meetings within ninety (90) days of ratification of this agreement and provide recommendations no later than 120 days prior to the expiry of this agreement. The review of benefits will include Extended Health, Dental, Group Life/AD&D and STD/LTD.

With the mutual agreement of all parties, these meetings may include representatives of other employee groups.

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- **Labour Adjustment Fund -- Article 26**

✓ OK

Delete reference to the Labour Adjustment Fund and the agreement to request the Ministry to re-establish it.

- **Human Resources Database -- Article 27**

✓ OK

Change reference from CEISS to PSEA.

RA
sl

College Counter Proposal

March 14, 2006

Appendix I

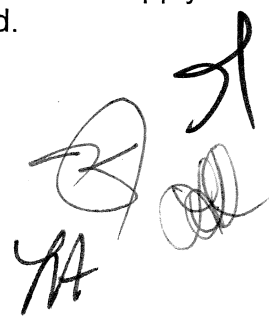
Supplemental Employment Benefit (SEB) Plan:

When on pregnancy 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 leave a faculty member shall receive one hundred percent (100%) of her salary calculated on her average base salary over the past twenty-six (26) weeks.
- b) For a maximum of eleven (11) additional weeks of pregnancy leave the faculty member shall receive an amount equal to the difference between the Employment Insurance benefits and fifty-five percent (55%) of her salary calculated on her 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 benefits and fifty-five percent (55%) of the faculty member's salary calculated on her 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 or adopting parent **or spouse** shall receive an amount equal to the difference between the Employment Insurance benefits and fifty-five percent (55%) of the faculty member's salary calculated on the faculty member's average base salary over the past twenty-six weeks.

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 application for and receipt of Employment Insurance benefits.

If a faculty member is disentitled or disqualified from Employment Insurance pregnancy or parental benefits, the faculty member shall receive the supplemental payment to the appropriate percentage less the amount of Employment insurance benefits the faculty member would have received if qualified for Employment Insurance benefits. This provision shall not apply to birth mothers for the first six (6) weeks following birth of the child.

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In the event that both parents are covered by the provisions of this Collective Agreement, then each faculty member shall be entitled to the parental leave supplement payment of fifty-five percent (55%) less the amount of Employment Insurance benefits that the faculty member would have received if they had qualified for 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 application and receipt of EI Benefits. The payment of this supplementary benefit calculated and paid as follows:

- a) The College shall estimate the amount of the EI payment and provide the supplemental payment to the faculty member on the usual salary payment schedule, and those supplemental payments shall be regarded as an advance.
- b) The faculty member shall provide the College with evidence of the actual EI payment received.
- c) the College shall adjust subsequent payments to the faculty member to achieve the top-up described above based on the actual EI payment received by the faculty member.

** NB This clause is process related and may require adjustment for administrative/ payroll purposes.

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