

The OCFA Update

Okanagan College Faculty Association Newsletter

Issue 2 – 2006/07

December 2006

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COMMUNICATING WITH THE EXECUTIVE

The OCFA Executive, comprising the President, the 1st and 2nd Vice-Presidents, the Secretary-Treasurer, and the Member-at-Large, meets frequently as part of its role in carrying out the business of the Association. If you would like to bring forward a particular item for consideration please contact President John Pugsley at local 4392 or cell 250-718-6384 or e-mail jpugsley@okanagan.bc.ca.

Contact information for other executive members:

Craig McLuckie, 1st Vice-President & Chief Steward
Local 2279 / 718-6385 / cmcluckie@okanagan.bc.ca

Peter Murray, 2nd Vice-President & Negotiations Chair

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PRESIDENT'S REPORT

The application form for the 2006/2007 Professional Allowance (PA) is now available on the *Links* page of the Faculty Association website -- <http://www.okanagan.bc.ca/Page11390.aspx>

The PA Committee comprises myself, Michelle Nicholson and Linda Wilson, the Regional Dean based at Salmon Arm campus. In late September, the committee reviewed the level of the PA fund and the process that we had followed this past year. Two things were clear. First, a significant number of eligible members had not taken advantage of the PA fund. Second, the application, review and approval process was inefficient, poorly timed and led to members waiting a long time for their money.

We have made changes aimed at solving the problems. First, this article is an attempt to bring the PA fund to your notice. As we get nearer to the application deadline I will send an email to you all as a reminder. Second, we have changed the timing of the application process. We have also raised the maximum claim level to \$500.

All continuing members of the Association are eligible to apply for the Professional Allowance. Receipts for eligible expenses must be dated between July 1, 2006 and May 15, 2007. The criteria for eligible expenses and all relevant dates are given on the application form. The deadline for submitting applications is May 31, 2007. All applications received will be held until June 1, at which time the committee will begin its approval review. By June 15, the review will be complete and all approved applications will be forwarded for payment.

You can find the form by going to the OC website, opening the Faculty and Staff menu, selecting Faculty Association and clicking on 'Links'. I urge you to start saving your receipts if you are not already doing so.

On October 20, Peter and I attended a conference in Vancouver at which the BCGEU and the Federation of Post Secondary Educators (FPSE) agreed upon their common proposals for the round of provincial-table bargaining that is set to begin in December. The

BCGEU represents mostly vocational instructors at colleges in B.C., including Okanagan College. FPSE is the organisation previously known as CIEA (College and Institute Educators Association), to which our union belonged until three and half years ago.

Peter and I were invited to observe the proceedings along with representatives of the BCIT Faculty and Staff Association who are also independent of the GEU and FPSE. The two provincial union blocks came up with a limited set of proposals, including salary increases to the provincial salary scale. Bargaining is set to begin in the first week of December and the unions are hoping to conclude early in February.

The unions will be looking for the same signing bonus that we all received this year. Because the provincial government, the provincial unions and the provincial employers were united in forcing us onto the provincial scale, we will receive any improvement to the scale that is agreed to at the provincial bargaining table. This 'yoking' provision forms part of our collective agreement.

Many of you have contacted officers of the Association to complain about the interest you have been charged on the additional income tax resulting from the CRA judgement that free parking is a taxable benefit. This issue has an impact upon all OC employees who were previously employed by OUC.

On November 17, I met with the Chairs of the other three employee groups at OC. These are the BCGEU Vocational Unit, the BCGEU Support Staff Unit and

CURRENT ISSUES, GRIEVANCES, AND ARBITRATIONS

Kerry Trevelyan, Steward, Kalamalka, 2277
Francie Greenslade, Steward, Penticton, 3221
Rod Watkins, Steward, Salmon Arm, 8215
Craig McLuckie, Chief Steward, Kalamalka, 2279, (cell 718-6385)
Tim Jacobs, Steward, Kelowna, 4294

3. **Service Activities:** Some members have asked the stewards, at each campus, about the degree of involvement in service activities. Not all faculty are required to do service, as per the CA, because of a differential in work assignment and pay:

17.1.3 Service

Service may include all or any of the following: school visitations; active membership on appropriate college or union committees, councils or boards; participation in professional or academic organizations; application of the employee's academic or professional competence or expertise in the community at large; attendance at articulation meetings; representing OC at other functions; administrative duties; and other duties as specified in this Article. **Part-time term employees shall not be required to perform service.**

4. **Professional Development / Leaves:** An issue arose where faculty members had approved Professional Development activities, as well as approved leave to undertake those activities; belatedly, the designated supervisor rescinded the approval. This matter was resolved with one of the two faculty members being able to complete the PD activity; the other had assigned work that could not be rescheduled. The agreement was to (a) ensure that rescinding an approved PD activity occurs in a timely fashion (thus mirroring the faculty member's timely application); (b) out of pocket expenses would be reimbursed.

17.1 Duties and Responsibilities

Faculty members have certain roles and responsibilities that derive from their positions as teachers, professionals and scholars. With the exception of research associates and distance education tutors, the professional roles and responsibilities of a faculty member include an awareness of current scholarship and continuing mastery in one's field, instructional and professional duties as described in . at-4(/6(m)100)1ca Td[p]1cat-4

6. **Conversion of Workload Provisions and One Time Payment of Banked Time:** this matter should be resolved through the payments being made by the holiday period.

LETTER OF UNDERSTANDING #10: CONVERSION OF WORKLOAD PROVISIONS

The implementation of the new workload provisions requires a one-time only conversion of banked course equivalencies ("CEs") to teaching load units ("TLUs"). To accomplish this conversion, the parties agree as follows:

1. 1 CE shall be converted to 4/3 TLU
2. Employees with banked CEs shall have the option to elect payout of the banked CEs. Employees who opt to receive a payout of the banked CEs shall notify their designated supervisor on or before September 29, 2006 that they wish to receive this payout. Payment shall be made as soon as practicable after notifying the designated supervisor.
3. The payout shall be calculated using the part-time formula in clause 41.2 of the April 1, 2004 to August 31, 2005 collective agreement. "S" shall equal the employee's salary at the time of payout.

7. **Chair's Duties:** there has been some confusion by some chairs and by some department members about a Chair's responsibilities. While not all of Okanagan College's policies are readily available for review, the following CA provisions emphasize the need for leadership, for fair and equitable treatment of members as well as distribution of departmental duties, and the opportunity for departments to review the performance of Chairs; the latter is a 'performance indicator', but it is also a 'stick' that works alongside the grievance committee and your stewards to ensure a positive and affirmative working experience.

25.4.2

A Chair shall: represent and act on behalf of the department in the Faculty and OC matters; ensure that the department *performs the administrative functions described in clause 25.3.2*; ensure that the department operates in accordance with Departmental Guidelines and other policies and procedures that are adopted by the department and the Faculty and OC; facilitate communication among department members, and between the department and other departments, the Faculty(ies), the designated supervisor, OC, the universities, professional associations, and program advisory committees.

25.3.2

The administrative functions of the department shall include: program and curriculum development; long-term planning; general surveillance of educational standards; exchange leaves; scholarly activity; the setting and grading of examination papers; the selection and ordering of texts; the establishment of reading lists; the initiation and implementation of curricular changes; course outlines; articulation; library materials; the development of an annual educational plan and recommended workload assignments; the development of the departmental budget; other budget responsibilities as assigned by OC, and other matters as specified in this Agreement.

25.4.3

A Chair shall also make recommendations to the Dean or Director on the annual educational plan and workload assignments. The Chair shall endeavour to ensure that departmental recommendations on workload assignments reflect *a fair and equitable distribution of workload in accordance with clause 18.1*.

25.6.3

Department members shall participate in the periodic review of the performance of the Chair. Such review may result in the department members recommending recall of the Chair to the OC President.

8. **Semester Averaging:** again, a lack of clarity. Semester averaging is only permissible in the Science, Technologies and Health Portfolio (for one year only), so a maximum of 4TLUs per semester is just that, a maximum.

LETTER OF UNDERSTANDING #11: SEMESTER AVERAGING

Notwithstanding 18.4.2 (Semester Instructional Workload Limit) and provided that the college professor, the department and the designated supervisor agree, OC and OCFA agree that instructional workloads in Science and Engineering Technologies may be assigned to a maximum of 4.5 TLUs in any one semester provided there is no more than 18 hours per week of instructional duties and that the instructional year teaching load does not exceed 8 TLUs per 18.4.1 (Instructional Year Workload Limit). This Letter of Understanding will expire April 30, 2007 unless it is specifically renewed by the parties.

SECRETARY TREASURER'S REPORT

As of November 17, 2006 our cash account balance was \$50,184 and our investment account balance was \$601,532 giving us total assets of \$651,717. We owed \$2,258 in current liabilities and total members' equity was \$649,459. Our year to date income consisted of membership dues totalling \$177,616 and interest income of \$22,180 for a total \$199,795. Total year to date expenses were \$110,055 for a net surplus year to date of \$89,740. However, we are expecting a large bill for time release from September through January of around \$52,000 plus we will have significant legal bills in February associated with an arbitration hearing. Projected net surplus for the year is approximately \$49,000.

Year to date membership dues are over budget by 11% due to our growing membership and increases to the salary scale on April 1, 2006. Year to date expenses are 20% under budget. The biggest contributors to this are low legal fees and lower than expected time release costs for February through May 2006.

Dues are currently set at 2% of gross salary. As of November 11, 2006 we had 155 members on continuing contracts and 56 members on term contracts. All investments are in low risk bonds which

- shop steward: *noun*: a union member elected as the union representative of a shop or

department in dealings with the management.

The Grievance Committee (GC) resonates, if not least because of Peter Sellers’ brilliant performance in *I’m All Right Jack* (1959).² But, grievance seems too limited. While we are all “suffering” and in “distress”, Merriam-Webster deems that definitional usage “*obsolete*”.³ And yet ... and yet ...: “grievance: 2: a cause of distress (as an unsatisfactory working condition) felt to afford reason for complaint or resistance.”⁴ And yet ... who wants to be a member of a committee, adjectivally described—no mandated!—to cause distress?

And so, what makes the best and most economic sense?

VOTE NOW (by inundating the Executive Member at Large—Communications (EMLC), Ross Tyner, with your corrections, amendments, irrelevant but pawky anecdotes, but participate:

----- TEAR HERE -----

The People:

Steward	<input type="checkbox"/>	Shop Steward	<input type="checkbox"/>
Contract Administrator	<input type="checkbox"/>	Other (describe):	_____

The Committee:

CARC	<input type="checkbox"/>	ASS	<input type="checkbox"/>
GC	<input type="checkbox"/>	Other (describe):	_____

----- TEAR HERE -----

² “If one can accept a portrayal of ... workers as shiftless men unwilling to work, and managers as good ol’ boys whose jobs are gained only by networking, then this film will be all the more entertaining.” ~ Eleanor Mannikka, All Movie Guide

<http://www.answers.com/topic/i-m-all-right-jack-film>

³ *obsolete* : **SUFFERING, DISTRESS** <http://www.m-w.com/dictionary/grievance>

⁴ <http://www.m-w.com/dictionary/grievance>

RIGHTS TO WORK OF A TERM EMPLOYEE

In the previous issue of the *Update*, I presented an article in which I described the various appointment categories which exist as a consequence of the new collective agreement. In that article I discussed “rights to work” and this prompted the following question: “Does a department have an obligation to structure work so as to not disadvantage term employees”? As with most collective agreement interpretations the answer is not as simple as yes or no. In this article I will attempt to answer the question as it relates to term college professors.

So who has accrual rights to work in the winter 2007 semester, what are these rights and what are the limitations on these rights? The answers are found in Letter of Understanding #9 and clauses 13.5 and 14.7.

1. Employees who held a term appointment at OC between September 1, 2005 and April 30, 2006 shall have the right to accrue term work that is offered in the Fall, 2006 and Winter, 2007 semesters. This right shall apply only at the campus(es) in which they held a term appointment between September 1, 2005 and April 30, 2006.
2. If the term work has not been assigned to continuing employees

A department has four courses not assigned to its continuing college professors. It has one term employee with accrual rights, the employee has been deemed not qualified to teach one of these courses. The term employee has a right to the three courses for which he or she is qualified. The department would have to hire a new employee, through open competition, to staff the remaining course. The collective agreement denies the college the ability to package the four sections into a full-time term appointment and so deny the existing term employee accrual rights to the work for which he or she is qualified.

The same department has two term employees with accrual rights: employee A is deemed qualified to teach all four courses and employee B is qualified for only 3 of these. A selection committee must interview the two employees. It could then decide to offer each employee some of the available work, or it could offer all the work to employee A, who would then have a full-time term appointment.

It is worth pointing out that the collective agreement does not provide any seniority rights to work for term employees. In a department with two term employees both of whom have accrual rights to all the term work in the department. The department would have to strike a selection committee and the committee would interview the two employees and make a decision as to who would be offered the work (up to a full-time work load).

A department has a term employee with accrual rights at campus A but not at campus B, there is term work available at both campuses and the employee is qualified for all the work. The employee has a right to all the work at campus A and could be offered the work at campus B without open competition provided the dean and the department are in agreement. Or, the employee could exercise his or her rights to the work at campus A, and since there is no term employee with rights to the work at campus B, the department (College) could choose to advertise and fill this work through open competition.

As there are currently no part-time continuing employees in the bargaining unit I will not discuss the impact this will have on departmental work assignments, except to say that the department will then be required to structure work, where possible, to avoid the proliferation of term appointments. Part-time continuing employees will have a right to be assigned, and may not refuse to accept, additional work up to a full-time work assignment, at any campuses, within their department.

RETIREME

on your *Notice of Assessment* sent out by Revenue Canada.

Fortunately, the Tax Guide RC4157 issued by Revenue Canada states that "...payments for unused sick-leave credits..." are included as a retiring allowance. Thus, a retiring faculty member has the option to transfer up to 60 days of accumulated sick leave directly into an RRSP, deferring taxes on a potentially significant amount of money. A person retiring at top of scale who has worked for OUC/OC from 1985 (or before) through 1995 should be eligible to transfer more than \$18 000 directly into an RRSP upon retirement. This amount decreases, of course, if you started work with the employer later than 1985 or if you do not have at least 60 days of accumulated sick leave upon retirement. Human Resources is well aware of this option and will help with the direct transfer to the recipient's RRSP, as instructed by the employee. The amount of retiring allowance directly transferred (which should not be taxed), as well as any amount of the allowance paid to you (which would normally be taxed at source) will be reported by the employer on a T4A Supplementary slip.

Article 22 provides a fund to support the professional development activities of continuing faculty members and prescribes the structure of the committees responsible for administering the fund. Each of Arts, Science, Business, Engineering Technologies, and Non-instructional maintains a committee, to which employees in the appropriate areas apply for funding. The committees each comprise two OCFA members and one OC administrator. Each continuing faculty member is entitled to \$1500 of PD funding over a two-year period. Applications may be made at any time in advance of the planned PD activity.

OCFA members of PD committees:

Arts:	Barbara Bertner (Mod Lang) Alix Hawley (English)
Business:	Janet Mercer Michelle Nicholson
Non-inst.:	Anne Cossentine (Library) Glendon Wiebe (Counselling)
Science:	Kathy Bockhold (Biology) Norm Corbett (Math & Stats)
Technologies:	Tom Guenther (Civil) John Kenny (Civil)
