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Okanagan College
Faculty Association

WELCOME TO THE OCFA

Hello, and welcome to the Okanagan College Faculty Association.

We have prepared this booklet to provide you with essential information about the OCFA and to help answer any preliminary questions you may have about the conditions of your employment as well as to indicate what resources the OCFA has to assist you.

As many faculty are new to the province and/or new to a unionized work environment, we have provided a brief overview of where OC fits in the post-secondary sector in BC as well as an overview of key components of our Collective Agreement. We have also described the organizational structure of the OCFA.

We would suggest you spend a few minutes clicking around on the OCFA website (<http://www.okanagan.bc.ca/administration/ocfa.html>) where you will find lots of useful information about our organization, important dates and deadlines, notices of upcoming events, and archived copies of *The Update*, our newsletter, which is the best way to keep current with what the OCFA has been up to on your behalf.

You should note that this booklet does not answer questions about your work at OC that are administrative in nature rather than union-related. In other words, questions about parking or keys or photocopying and so on ought to be directed to admin staff in your Dean's or Director's office or to HR.

You are always free to contact any member of the OCFA Executive, Council, or CARC should you have any questions or concerns (see enclosure for contact information). In addition, we hope you will come out to meet us in person at one of our Fall Socials and at our General Meetings.

The OCFA is committed to creating a collegial working environment and productive relationships amongst faculty members and with management. We look forward to having you as one of our members.

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THE OCFA STRUCTURE

The OCFA's Constitution and By-Laws (which can be accessed in full here: [http://www.okanagan.bc.ca/Assets/Departments+\(Administration\)/Faculty+Association/OCFA+Constitution+and+Bylaws+-+2013.docx?method=1](http://www.okanagan.bc.ca/Assets/Departments+(Administration)/Faculty+Association/OCFA+Constitution+and+Bylaws+-+2013.docx?method=1)) ensure that all faculty members are represented by multiple elected officers on the Union Executive, Association Council, and by Campus Stewards on CARC. Each of the positions explained below are filled annually by open elections at the OCFA Annual General Meeting with terms running from July 1st to June 30th.

- **The Executive Committee**

The Executive is comprised of five faculty members and meets approximately every two weeks to enact decisions made by the Association Council and to represent the best interests of the membership in all dealings with College management, the Board of Governors, FPSE, and the general public. Members of the Executive regularly meet with representatives from OC to discuss a broad range of matters of significance to our members and serve also as the voice of the Association. The Executive Committee regularly reports out to the membership about all of its activities through email notifications and our newsletter, *The Update*, as well as at General Meetings.

The five Executive positions are: President, First Vice-President (Chief Steward), 2nd Vice-President (Chair of the Negotiations Committee), Secretary-Treasurer, and Executive Member-at-Large. See the contact information sheet included with this booklet to find out who is presently filling these positions and have a look at the Constitution and By-Laws to read more about what each role involves. In addition, come out to meet these folks at every General meeting and at the Fall Campus socials.

- **Association Council**

The Association Council is the group primarily responsible for making all significant decisions regarding the operations of the Faculty Association and for ensuring that the concerns of members are appropriately addressed. Council meetings take place approximately once a month.

Council is a significantly larger body than the Executive, with an additional 14 officers who represent faculty from various demographic perspectives. There are six Faculty Liaisons, representing members from specific academic areas—Arts, Business, Non-Instructional, Health, Science, and Technology. There are four Area-Representatives who speak to regional concerns particular to faculty located in Kelowna, Salmon Arm, Penticton, and Vernon. Finally, there are four other Council positions filled by members with expertise in particular areas of importance for our Association—a Human Rights and International Solidarity Representative, a Non-Instructional Faculty Representative, a Pension Advisory Representative, and a Status of Women Representative.

As well as being your first point of contact regarding OCFA information or anything you'd like brought to the attention of the Association, many Officers also represent their constituents provincially through their service on various FPSE Standing Committees. As Council is the group charged with directing the Executive to act on behalf of members, it is particularly important

that you know who your representatives are: again, see the enclosure for their contact information and be sure to come out to meet them at the Fall Socials and General Meetings.

- **CARC (Campus Stewards)**

If you have a question that is contract related or if you are having a problem that is specific to the conditions of your employment, the first person you should contact is your Campus Steward. Each of the four campuses has a local Steward whose role it is to regularly liaise with the Chief Steward and to advocate on your behalf. The Stewards hold Contract Administration and Review Committee (CARC) meetings with one another, the Chief Steward, and the OCFA President approximately once a month. Get to know your local Steward.

PROVINCIAL AND NATIONAL AFFILIATIONS

Okanagan College is part of an extensive system of public post-secondary institutions that has evolved to meet the needs of students and communities across the province. With close to 440,000 students enrolled in 22 different public institutions, post-secondary education in BC occupies an important place in both the economic and social fabric of the province.

The most significant evolution of BC's post-secondary institution began in the 1960s following a report by the then-President of the University of British Columbia, John MacDonald, who recommended significant expansion of the province's post-secondary education system. Those recommendations were broadly endorsed and led to both the creation of new universities and community colleges as well as the establishment of new institutes that focused on trades training and applied degrees.

In the late 1960s, as many of the community colleges, new institutes and new universities began to take shape, so too did the demand by faculty and staff throughout these public institutions for the right to unionize. It was during this period that local faculty associations formed and became formally recognized under BC's Labour Code as unions for the purpose of bargaining with their local institution.

By the 1970s, a number of local faculty associations began making the case for establishing an organization that could become the provincial voice for faculty in BC. Embedded in this view was the idea that by forming a provincial organization that included representation from local faculty associations, the capacity to lobby government more effectively would increase and the ability to share and coordinate local bargaining and labour relations strategies would also be strengthened.

The first iteration of the provincial organization was called the College Faculties Federation of BC (CFF). It had seven local faculty associations in its ranks, one of which was Okanagan College, and, in fact, its first president was from the OCFA. In 1980, CFF was dissolved and in its place the College Institutes Educators' Association (CIEA) was formed. At the 2004 AGM, CIEA changed its name to the Federation of Post-Secondary Educators (FPSE) to more accurately reflect its growing and evolving membership. Today FPSE represents over 10,000 faculty in 19 different post-secondary institutions across BC.

- **FPSE**

As a provincial organization, FPSE provides a number of key services for member locals like the Okanagan College Faculty Association. FPSE provides labour relations services, including Labour Relations Staff Representatives who support our local grievance process and contract administration. FPSE also oversees an \$8 million dollar Defense Fund that not only provides strike support to locals, but also funds critical legal issues including court challenges and arbitration cases. FPSE also plays an important role in coordinating provincial bargaining within the post-secondary education sector as well as lobbying the provincial and federal government on post-secondary education issues.

FPSE is also integrally involved in the oversight of the College Pension Plan. The College Pension Plan is a jointly trustee defined benefit plan that provides retirement income and benefits to approximately 12,000 faculty who work in the system. Through joint trusteeship of

the Plan, FPSE appoints three of the Plan Trustees whose responsibility it is to manage the plan and ensure its long term viability.

Each year, FPSE holds an Annual General Meeting where delegates elected by member locals participate in workshops and approve policy, priorities, and a budget to guide the work of the organization over the coming year. The activities of FPSE are governed by policy and procedures developed at AGMs.

FPSE is funded through membership dues and has an annual budget of approximately \$3 million. Individual FPSE members pay 0.9% of their salary in dues to FPSE. The FPSE budget, which is approved at each Annual General Meeting, reflects the priorities of members. Service to member locals, in the form of staff, advocacy, legal services and the Defence Fund, is a high priority.

<http://www.fpse.ca/>

- **FPSE Standing Committees**

One of the important ways that FPSE is able to gather the input of member locals on current and emerging issues in post-secondary education is through its network of Standing Committees. Each Committee is comprised of one member from each Local: at OC this service is typically done by a member of the OCFA Association Council. Committees recommend policy and provide advice to Presidents' Council, the governing body of FPSE, where you are represented by the current OCFA President. As well, Standing Committees can also draft resolutions that become policy for the organization.

Bargaining Coordination Committee (BCC)

BCC works to improve the economic and professional welfare of the members through bargaining by facilitating the exchange of information on these matters among members and by providing assistance in the collective bargaining process. Collective action is necessary to maintain and improve the economic standing, professional rights, and working conditions of members of FPSE.

Contract Administration Review Committee (CARC)

CARC works to improve the economic and professional welfare of members of FPSE by facilitating the exchange of information on these matters among members and by providing assistance in the administration and enforcement of collective agreements.

Disability Management & Rehabilitation Committee (DMRC)

FPSE's Disability Management & Rehabilitation Committee has a mandate to assist locals to identify and assess the disability and rehabilitation needs of members and to support the development of local Joint Rehabilitation Committees. The committee is working on a best practices manual to assist locals and individual members dealing with disability issues.

Education Policy Committee (EPC)

EPC advises and makes recommendations to the Presidents' Council on education policy issues. The EPC keeps abreast of developments in post-secondary education and policy by reviewing and monitoring the education policy and initiatives of similar organizations, the federal and provincial governments, as well as other professional and educational organizations.

Human Rights & International Solidarity Committee (HRISC)

HRISC promotes human rights protection and education among faculty and staff, students, and administrators. The HRISC joins with existing human rights groups within the community for the purpose of exchange of information and the promotion of strengthened human rights protection in BC, nationally, and internationally.

Non-Regular Faculty Committee (NRFC)

An important FPSE priority is to improve conditions for non-regular (i.e. term) faculty and to support initiatives to enhance job security for members. The Non-Regular Faculty Committee assists in developing and coordinating strategies to increase permanent employment and improve conditions for non-regular faculty in the system.

Workplace Health, Safety & Environment Committee (WHSEC)

WHSEC assists FPSE locals to identify and assess the current and future occupational health and safety needs of their members, and to promote means of enabling FPSE members individually and collectively to develop their own occupational health and safety activities.

Pension Advisory Committee (PAC)

PAC seeks to improve the pension benefits available to plan members of the College Pension Plan and acts as a forum for discussion and communication for members regarding plan rules, policies and initiatives. The committee reviews the current investment policies of Pension Plans and advises the Presidents' Council, in its role as plan member partner, of any recommendations for change to policies and strategies. FPSE's appointed trustees act as resources for PAC and PC.

Private Sector & Local Organizing Committee (PSLOC)

The Private Sector & Local Organizing Committee works to promote the interests of those members of FPSE locals and sub-locals who work for private sector employers or for employers who are not part of the publicly-funded BC post-secondary education system. The committee seeks to enhance the organizing efforts of FPSE and FPSE locals so that the benefits of unionization can be spread throughout the educational and training sectors.

Professional and Scholarly Development Committee (PSDC)

Faculty and staff take pride in their role as professionals. In support of this, FPSE works to improve the ability of members to excel in their professions through collective agreement

protection, through professional development activities and conferences, and through work on policy initiatives that give educators a role in shaping the teaching and learning environment. Professional development time release and funding have been ongoing bargaining issues for FPSE. The Professional & Scholarly Development Committee (formerly the Professional Development Committee) provides a forum for sharing information.

- **The BC Federation of Labour (BCFL)**

Through FPSE, the Okanagan College Faculty Association is connected to a number of important provincial and national organizations. Our most important ties are to the broader labour movement here in BC. For example, we are, through our membership in FPSE, part of the BC Federation of Labour. The BCFL is the provincial voice for over 500,000 union members across the province and has a long history of standing up for workplace rights and progressive change.

<http://bcfed.ca/>

- **Canadian Association of University Teachers (CAUT)**

- **National Union of CAUT (NUCAUT)**

FPSE also has a number of important national affiliations that provide us with input and advocacy on everything from collective bargaining and union rights to academic freedom and copyright protection. FPSE is a member of the Canadian Association of University Teachers (CAUT), the national advocacy group for post-secondary faculty across Canada. CAUT has been a strong and outspoken voice on not only the importance of collective bargaining to post-secondary educators in Canada, but also a strong proponent of academic freedom and the protection of that freedom through specific provisions in local faculty agreements. CAUT also has spearheaded the push for greater copyright and intellectual property rights for academics. Their advocacy on these issues includes court challenges as well as extensive lobbying at the federal level. FPSE is also a member of the National Union of CAUT (NUCAUT).

<http://www.caut.ca/>

<http://www.nucaut.ca/>

- **Canadian Labour Congress (CLC)**

FPSE is also affiliated with the Canadian Labour Congress (CLC), the national labour organization that represents over 3.2 million members in Canada. The CLC leads the efforts of unions across Canada to have the federal government develop policies, programs, and fiscal strategies that strengthen public services, protect and respect rights, as well as engender greater equality in Canada.

<http://canadianlabour.ca/>

Through these affiliations, our local faculty association has the support of a broader collective, a collective that shares our view about the importance of workplace rights and the role that collective bargaining plays in supporting those rights.

CALENDAR OF EVENTS

- **Fall Socials**

If you are a new OCFA member, your first personal contact with the OCFA will likely be at one of our always popular campus socials. Near the beginning of each academic year (particular dates tba), members of the Executive Committee and Association Council travel to each of the four OC regions for a social which is organized by that campus's Community Representative. These informal drop-in events are open to all OCFA members, and provide a great opportunity for you to meet your new colleagues (or reconnect with old ones after the summer), and have a chat with your OCFA representatives. Food, drinks, and taxi vouchers are provided, so be sure to take the time to come out and meet the folks who will be working on your behalf in the year ahead. Dates, times and locations are posted here:

http://www.okanagan.bc.ca/Campus_and_Community/employees/ocfa/socialevents.html

- **General Meetings**

Most of our members would agree that our General Meetings constitute one of the real bonuses of OCFA membership. Three times a year, our membership meets for drinks and dinner in the KLO cafeteria followed by a meeting at which we make key decisions together about our organization's policies, priorities, and directions for the future. It is at these meetings that the membership provides invaluable direction to Council and the Executive about what it ought to be doing (or doing differently), and is regularly a forum for lively debate. Virtually all significant decisions made by the OCFA are derived from, and need to be approved at, these meetings, so they are indispensable to our organization. As such, in order to ensure a necessarily robust level of democratic participation from the membership, we provide the lure of an open bar and a wonderful buffet dinner, and therefore routinely attract levels of attendance much higher than any other college in the sector.

In short, plan to attend all three of the General Meetings. The first of these, our Fall General Meeting, takes place in September/October. The Winter General Meeting happens in December/January. The Annual General Meeting, which is when we also hold our elections for all Executive, Council, and CARC positions, takes place between April 15th and May 15th. You'll be contacted by the President well ahead of each meeting with specific dates, the agenda, and so forth, and can also check here for meeting announcements:

http://www.okanagan.bc.ca/Campus_and_Community/employees/ocfa/meetings.html

- **Other Events**

The OCFA regularly organizes or sponsors a variety of other events for our members throughout the year. When contract negotiations are in progress, our bargaining committee travels to each campus to get a regional perspective on faculty collective agreement needs. We have recently organized numerous information sessions for members from specific demographics—term faculty, department chairs, near retirees, and so forth—on issues of particular concern to them. We have also begun using our FPSE membership to bring speakers out to OC to lead workshops and training sessions on topics such as pension planning, collegial authority, and governance. We sponsor and help publicize film screenings, festivals, public lectures, and various cultural and charitable events that we think our members will be interested in. Keep an eye on your email inbox for messages alerting you to these events from the President, check out the latest

issue of *The Update*, or talk to one of your OCFA representatives about what we're up to and how you can get more involved.

A GUIDE TO YOUR COLLECTIVE AGREEMENT

The Collective Agreement is a complex and legalistic document and it can seem impenetrable. To help you better understand the terms of your employment at OC, in this section we explain some key provisions in the agreement in relation to issues such as salary, workload, and evaluations.

You can find the Collective Agreement here:

[http://www.okanagan.bc.ca/Assets/Departments+\(Administration\)/Faculty+Association/OCFA+Collective+Agreement+2012-2014.pdf?method=1](http://www.okanagan.bc.ca/Assets/Departments+(Administration)/Faculty+Association/OCFA+Collective+Agreement+2012-2014.pdf?method=1).

In addition, the OCFA has signed on to the Common Agreement with other FPSE member locals. The Common Agreement is limited in its applicability to our employment but it does provide us with a few additional benefits and it is during bargaining of the Common Agreement that our salary is negotiated. It is not discussed in detail in this handbook but you can find it here:

<http://www.fpse.ca/files/attachments/FPSE%20Faculty%20Common%20Agreement%202012%20-%202014%20%28v2013-06-12%29%20FINAL.pdf>.

YOUR CONTRACT WITH OC

Upon your hire at OC, you will be provided an offer of appointment which specifies the terms and conditions of your appointment. Some key points to note are as follows:

- **Appointment Category and Percentage**

Article 13 of the agreement explains the four appointment categories: full-time continuing, part-time continuing, full-time term, and part-time term.

At OC, instructional faculty work is measured by Teaching Load Units; 8 TLUs is the maximum full-time annual teaching assignment, with one TLU equating, roughly, to one course section. Non-instructional faculty work is measured by hours; 35 hours per week is the maximum full-time annual assignable hours. More details on this follow in the section on workload, below.

Continuing positions

A part-time continuing position is at least 50% of a full-time position but not greater than 85%. A part-time continuing position may be spread over two semesters or it may involve working full-time for half the year and not working at all for the other half.

Term positions

A full-time term appointment is more than 85% of a full-time position. 85% or less is considered part-time.

If you have a full-time term position in both the Fall and Winter semesters, you will be given a single continuous appointment, you will be paid through the two-week break over the December break, and you will receive benefits. If you teach 6.8 TLUs or more or work 1010

hours or more over consecutive Fall and Winter semesters, you will be paid full-time over the December break. If you have a part-time term position, you will be given two separate contracts and so you will not be eligible for benefits. If your position is less than 6.8 TLUs/1010 hours, you will not be paid over the December break.

- **Salary**

Articles 37 and 38 lay out the relevant details of salary; the salary grid can be found in Appendix A. You will be placed by your designated supervisor (your Dean or Director) on a particular step on the salary grid. Your step placement correlates to your qualifications and experience. Overall, most people are placed correctly on the grid; however, when problems arise, they tend to arise around experience. Take the time to review your placement on the grid to ensure your experience has been properly accounted for. A campus steward can help you with this. If your experience has not been counted correctly, your salary can be adjusted. The Chief Steward can help you with this.

The maximum initial placement on the salary grid is Step 7. However, this is open to negotiation and can be waived if you can make an argument for a higher step. In addition, if you improve your qualifications after your initial hire (e.g. if you are hired with a Masters degree and subsequently complete a PhD), you can apply to have your salary adjusted according to your new qualifications.

Continuing faculty members receive an annual salary incremental increase, one step up on the salary grid each year. Term faculty members receive an incremental increase upon completion of 8 TLUs or, for non-instructional faculty, 1519 hours, the equivalent to one full-time year of work.

Part-time term instructional faculty members are, unfortunately, paid according to a salary formula that includes an adjustment factor. What this means is that if you are hired to teach lecture classes only or a combination of lecture and lab classes, your salary will be adjusted downwards, to 89% of the step you have been placed on. You will, however, receive an additional 4% of salary in lieu of benefits and an additional 16% of salary in lieu of vacation.

- **Campus Assignment**

When you are hired, you will be assigned one campus as your home campus (which will be specified on your appointment letter) but you may be assigned to teach at campuses other than your home campus. In these cases, you will be eligible to submit expenses for travel. However, if you are a term faculty member, you may be assigned different home campuses in each semester, depending on which campus assignment will result in fewer travel costs for the employer. This happens regularly to term faculty and often takes them by surprise when their travel expense claims are rejected.

RIGHT OF ACCRUAL AND CONVERSION

Article 14 deals with the processes involved in term faculty members converting to continuing positions. At many institutions, this process is known as "regularization." At OC, the process begins by acquiring the right of accrual—the right to be assigned work for which you are qualified without having to apply and interview for it.

Eligibility for acquiring right of accrual is as follows:

- You have been deemed satisfactory on your most recent evaluation
- You have completed 8 TLUs or 1519 non-instructional hours
- You have not had a break in service of 24 months or more
- You apply for work in a subsequent year
- You are recommended by the selection committee
- You are re-hired by the College

Assuming you meet these criteria and you are shortlisted and interviewed, the selection committee will determine if you are a) qualified for the term work for which you've applied; b) suitable for a future continuing position in the department; and c) compatible with the department Education Plan. If you are successful in this process, you will be offered both the term work and right of accrual.

Once you have right of accrual, you have PD obligations as well as access to pro-rata PD funds. You will have service obligations appropriate to your appointment percentage, and you will submit an annual report. You will also acquire a right of accrual seniority date.

Once you have accrued 16 TLUs or 3038 non-instructional hours, and assuming your most recent evaluation is satisfactory, you will be eligible to convert to a continuing position. To convert to continuing, there must be at least 50% of a full-time ongoing workload for which you are qualified available in your department. If no such work is immediately available, you go to what we have taken to calling "the garage." In other words, you're parked until enough work is available for you. Once that work is available, you are made continuing without further review.

Note that many departments have a great deal of term work which is not ongoing and so is not available for faculty members to convert into. Much of this work is "replacement" work—work term members are hired for as replacements for continuing faculty members who are on various leaves (maternity, ESL, Chair release, union, etc.) or who are seconded to management. It is in your best interest to have a discussion with your department Chair and/or designated supervisor in order to know the status of the term work in your department.

ROLES AND RESPONSIBILITIES

The duties and responsibilities of faculty are laid out in Article 18. In addition to the job descriptions specific to each type of faculty member (College Professor, Librarian, Ed Tech Coordinator, etc.) which are found in Article 18.1.1, generally, faculty are expected to maintain currency in their field, to engage in professional development, and to do service of some kind.

Service can involve such activities as representing your department at campus information nights, serving on departmental committees, working with a student group, or volunteering with the OCFA. If you are a term faculty member without right of accrual, you are not obligated to perform service.

In addition to the responsibilities of individual faculty members, departments and department Chairs have specific responsibilities. Article 29 provides details in this regard. Important to note is the relationship between the department and the Chair. The Chair is elected by department members to represent and act on behalf of the department and perform its administrative functions. The Chair is not your supervisor and is not the "head" or the

“authority figure” of the department. Rather, the Chair is only empowered to act by and for the members in his/her department.

YOUR WORKLOAD AT OC

Articles 19 and 20 provide details on workload for instructional and non-instructional faculty, respectively. Your workload is limited by such things as number of courses assigned, number of preps, hours worked, etc., and these limits can only be waived with your agreement. The following information is based on full-time workloads.

- **Teaching Load Units (TLUs)**

At OC, work is measured by TLUs. The value of a TLU varies, depending on whether the course is a lecture, a lab, or a seminar and depending on how many hours the course meets weekly. The formula and a few sample workloads follow:

1 lecture hour = $\frac{1}{3}$ TLU

1 lab or seminar hour = $\frac{1}{6}$ TLU

A full-time English professor, teaching lecture courses may teach, for example, four 3-hour lecture courses per week. The total contact hours per week are 12; the total TLU count per semester is four.

A full-time Business professor, teaching lecture courses plus lecture + seminar courses may teach, for example, two 3-hour lecture courses per week plus two 2-hour lecture + 2-hour seminar courses per week. The total contact hours per week are 14; the total TLU count per semester is four—one TLU for each 3-hour lecture course + $\frac{2}{3}$ TLU for each 2-hour lecture course + $\frac{1}{3}$ TLU for each 2-hour seminar course.

A full-time Science or Engineering technology professor, teaching lecture + lab courses with multiple lab sections may teach, for example, two 3-hour lecture + 3-hour lab courses per week plus one additional 3-hour lab per week. The total contact hours per week are 15; the total TLU count per semester is $3\frac{1}{2}$.

- **Instructional**

Annual teaching load: cannot exceed 8 TLUs over the two semesters.

Semester workload limit: cannot exceed 4.5 TLUs and when it exceeds 4 TLUs it cannot exceed 18 hours per week. There should be a span of 12 hours between the end of a work day and the start of the next. Cannot include more than one course beginning before 8:00 am or ending after 6:30 pm.

Weekly and daily hour limits: cannot exceed 30 hours per week and should not exceed 12 hours in a day.

Course preparations: cannot exceed three course preparations per semester.

Travel: cannot be required to travel more than twice per week to an adjacent campus (e.g. Kelowna – Penticton) or 1 trip per week to a non-adjacent campus (e.g. Salmon-Arm – Kelowna). Travel to an adjacent campus is counted as one hour each way; travel to a non-adjacent campus is counted as two hours each way. These hours are counted in your weekly and daily hour limits.

Overload: if you agree to teach more than 8 TLUs, you will be paid extra, according to the part-time salary formula (Article 37.2.2) or you may bank the workload credit for future release from teaching.

- **Non-Instructional**

Total duty time: cannot exceed 35 hours per week.

Overload: if you agree to work more than 35 hours per week, you will be paid extra for the additional hours or you may bank the time on an hour-for-hour basis as compensatory time off.

SPECIAL WORK

Article 21 describes work that cannot be assigned as part of your regular workload. Its status as extra, unassignable work is what makes it “special.” Of particular interest in this article are Summer Session, Distance Education, and Special Courses.

- **Summer Session**

Summer Session at OC typically runs over two condensed semesters: May – June and July – August. Continuing faculty, on a seniority basis, have the right of first refusal to this work. Faculty are not required to take this work; if they do, they are paid extra. The compensation for Summer Session is calculated according to the part-time salary formula, with the full-time salary aspect of that formula set at Step 7. Summer Session work cannot be banked.

- **Distance Education**

Distance Education courses at OC are courses that do not require direct instruction of any kind. These courses are tutored and require no preparation and delivery of direct instruction. Faculty are not required to take DE work; if they do, they are paid as a tutor according to a salary formula (Article 37.5) which calculates salary based, in part, on the number of students in the course. DE work can be banked for release from future work.

- **Special Courses**

Special courses are courses that are taught by college professors and are generally developed by faculty with an interest in alternate modes of delivery. While these courses cannot be assigned, faculty members may accept this work and when they do the courses can make up part of their regular workload.

Of particular importance in relation to Special Courses is that the workload (TLU) credit is agreed upon by the supervisor and the department. There is no formula to determine this. As such, if you are developing a Special Course, it is in your best interest to consult with the OCFA prior to agreeing upon workload in order to ensure you are being compensated accordingly.

EVALUATIONS

The evaluation process at OC currently consists of three parts: formative teaching evaluations, summative evaluations, and annual reports (Article 22).

- **Formative Teaching Evaluations**

Formative Teaching Evaluations consist of a student questionnaire and comments. These evaluations will be administered in all of your classes in the last few weeks of the term. Typically, you will be formatively evaluated in all of your classes in one semester but not the other. After the period for grade appeals has past, you will receive a statistical summary and the questionnaire and the student comments. Formative Teaching Evaluations are held in your personnel file but generally their purpose is to help you develop your teaching. If you have a particular course you want feedback on, you may make a request to your Dean's office to include this course in your Formative Evaluations.

- **Summative Evaluations**

Summative Evaluations are a much more detailed and time-consuming process. Generally, all term faculty will be summatively evaluated at least once before accruing 8 TLUs and again, at least once more, before accruing 16 TLUs. If you are a term faculty member, it is important to note that your score on your summative evaluations (satisfactory, needs improvement, or unsatisfactory) is tied to your eligibility for right of accrual and to your conversion to a continuing position.

Summative evaluations involve meetings with your Dean or Director as well as classroom visits (for instructional faculty). They take place over the course of one semester and upon conclusion are held in your personnel file.

Summative evaluations of continuing faculty—especially those who have passed probation—are very uncommon. Generally, these only occur if the supervisor has reason to believe there is a problem with a faculty member (e.g. if student complaints have been filed).

- **Annual Reports**

All continuing faculty members and all term members with right of accrual must submit an annual report in May of each year. The report is a standardised format which is generally sent via email as a link to faculty by admin staff. It requires you to report on your activities (teaching, service, PD, etc) for the previous year, May 01 – April 30.

SENIORITY

Continuing Faculty

Seniority for continuing faculty members comes into play in relation to the right of first refusal for Summer Session and DE work and in relation to the almost impossible case of layoffs due to financial exigency.

Seniority is determined from the date of appointment to a continuing position. In the case of a tie, seniority is determined by total weighted accumulated service at OC. In the case of a further tie, seniority is determined by the toss of a coin.

Term Faculty

Seniority for term members is important in relation to conversion to a continuing appointment. If more than one term member with right of accrual is eligible for the same continuing appointment, the one with the greatest seniority will be offered the position.

Seniority is determined from the start date of the first term appointment after gaining right of accrual, which is deemed September 1st (for Fall hires) or January 1st (for Winter hires). In the case of a tie, the faculty member with the greatest number of accrued TLUs or non-instructional hours will be considered to have seniority. In the case of a further tie, seniority is determined by the toss of a coin.

PROBATION

Article 16 explains the details of probation. The probationary period for continuing faculty is the first two years of the appointment. Term members are on probation until such time that they become continuing. If a term member converts into a continuing position, they are credited with one year probation and the remaining probationary period is just one year.

BENEFITS, SICK LEAVE, MATERNITY & OTHER LEAVES

- **Benefits**

Full-time continuing faculty and full-time term faculty on appointments greater than five calendar months in duration are eligible for benefits. OC pays the premiums in full.

Part-time continuing faculty will have a portion of their benefit premiums covered by OC, consistent with their appointment percentage. These faculty may opt in to full benefits by paying the portion of the premium not covered by OC. Alternatively, they may opt to receive 4% of their salaries in lieu of benefits.

Part-time term faculty receive 4% of their salaries in lieu of benefits.

The benefit plan includes full medical, extended health, and dental benefits as well as group life insurance and long term disability. Please see Article 39 for details.

- **Sick Leave**

Faculty accumulate sick days on a pro-rata basis (see Article 45). When you claim sick days, they are deducted from your accumulated total. Typically, you will not be asked to produce a doctor's note until you are away for ten days or more. You may also use your accumulated sick days to care for sick family members; these days can also be combined with Compassionate or Family Illness Leave (Article 47.6).

If you do not have enough sick days to cover your illness, other faculty may donate sick days to you or you may borrow against your future sick leave credits. If you find yourself in this situation, please ensure you contact the OCFA to help you coordinate your coverage.

- **Maternity and Parental Leave**

Both continuing and term faculty are entitled to maternity or parental leave (Article 46). For continuing faculty, the leave is for 52 weeks; for term faculty members, the leave is for the duration of the term appointment you would have had if you had not gone on leave.

A supplemental employment benefit plan accompanies both maternity and parental leave. This means that you will receive a supplemental payment added to your employment insurance (a top-up). Your benefits will also continue during your leave.

If you wish, you may take a leave of absence without pay for up to twelve additional months following maternity or parental leave.

- **Other Leaves**

Article 47 describes the various other leaves available. These include General Leave which is an unpaid leave of up to two years. This leave may be a full-time leave or a partial leave—with a partial reduction in your workload. Other leaves include the following:

Bereavement Leave: five or more days paid leave in the case of a death of an immediate family member; one day leave with pay to attend the funeral of a friend or relative.

Compassionate of Family Illness Leave: five days paid leave for compassionate reasons or family illness.

Jury Duty and Court Appearances: paid leave to serve as a member of a jury.

VACATION

Article 43 lays out the details of vacation entitlement. Faculty on continuing and full-time term appointments of 10 months or more are entitled to annual vacation of 43 days, pro-rated for part-time appointments. Part-time term faculty or term faculty on appointments of fewer than 10 months duration receive 16% of salary in lieu of vacation, paid biweekly.

Typically, vacation is taken during the non-instructional period: April (after exams), May, June, July, and August. Any vacation that is taken during the instructional period (including Reading Week in February) will only be approved subject to operational considerations.

Note that you do not have to book the time off over the December break as vacation unless you are actually taking that time as vacation. For most faculty, the December break is spent marking, prepping, and organizing and is not to be counted as vacation. In addition, many faculty members travel to visit family over the December break (e.g. to Toronto or Vancouver) and take their work with them. Again, this is not to be counted as vacation.

PROFESSIONAL DEVELOPMENT AND OTHER FUNDS

A number of funds are available for professional development, and scholarly and creative activity. The full guidelines for each of these funds can be found on MyOkanagan.

- **Professional Development**

Under the terms of our local collective agreement (Article 23), each continuing faculty member is eligible for \$2000 over a two year period for professional development activities. Under the terms of the common agreement, continuing faculty are eligible for an additional \$1500 over a two year period. It is important to note that all faculty are on the same two-year cycle: April 01 2012 – March 31 2014, April 01 2014 – March 31 2016, April 01 2016 – March 31 2018, and so on.

Term faculty members with right of accrual are eligible for a pro-rated amount, consistent with their appointment percentage:

- a. from the local agreement, \$750 for 4 or more TLUs (or more than 760 hours), \$375 for fewer than 4 TLUs (or less than 760 hours) over a one year period
- b. from the common agreement, \$500 for 4 or more TLUs (or greater than 760 hours), \$250 for fewer than 4 TLUs (or less than 760 hours) over a one year period

To access these funds faculty apply to the PD committee within their portfolio. These committees generally meet monthly or as needed.

For accounting reasons, PD funding for term faculty is approved only for expenditures which occur in the fiscal year following the start of the faculty member's contract. In other words, if your contract runs August 2013-April 2014, while you may apply for funding at any time during this period, you will have to spend the money in the fiscal year following your contract—April 2014-March 2015.

- **Professional Allowance**

Article 24 describes the funds available from the Professional Allowance Fund. This fund is intended to be used for books, software, journal subscriptions, etc. The amount faculty are able to claim is set annually, but in most recent years it has been set at \$350/year. Only continuing faculty are eligible for this fund.

To access these funds, faculty must make eligible purchases before May 15 of a given year and submit receipts to the Professional Allowance committee.

- **Grants-in-Aid of Research, Scholarly, and Creative Activity**

The GIA fund (Article 26) is available to all faculty members—continuing and term, with and without right of accrual. Normally, the maximum annual grant will not exceed \$4000 per person. To access these funds, apply to the GIA committee.

- **Study, Professional Development, and Research Release**

Faculty may apply to their Dean or Director for release from one or more sections of teaching to pursue scholarly or creative activities. Generally, a call for applications for will be sent annually from the Dean's office via email, usually in the spring.

- **Extended Study Leave**

A faculty member who has been on a continuing appointment for five or more years is eligible to apply for an Extended Study Leave (Article 28). Faculty who converted into a continuing position from a term position are eligible after four or more years as continuing.

The ESL may be for the duration of either six or twelve months and allows for full release from all duties during the leave. While on leave, a faculty member will receive 85% of salary and all benefits will continue. If a formal course of study is included in the leave, you may be reimbursed for tuition up to 10% of Step 1 on the salary scale.

Applications are due to the ESL committee in the Fall of each year.

RETIREMENT AND PENSION

- **Retirement**

To retire, you must be at least 55 years old and you must give six months notice in writing by December 31 of the year prior to your planned retirement. Upon retirement, you are entitled to a cash payment of your accumulated sick days to a maximum of 60 days. You are also entitled to vacation in the year of retirement as well as a cash payment upon retirement of any unused vacation up to 30 days.

If you have a minimum five years of full-time equivalent service with OC, you will receive a Service Recognition on Retirement Allowance equal to five days pay for every year of full-time equivalent service at OC. Please see Article 30.

- **Pension**

Enrolment in the College Pension Plan is mandatory (Article 40). Your pension can be affected by various leaves, either in relation to your highest annual salary or your years of service. If you are considering a leave, please ensure you consult with our Pension Officer as well as with Human Resources. The College Pension Plan will provide you with an update on your pension annually. In addition, the OCFA hosts occasional information sessions on the pension. It is in your best interest to attend these.