

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
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LETTERS TO THE EDITOR

The *Update* encourages members to write letters to the editor, either in response to what you read in the newsletter or about other Faculty Association concerns. Letters to the *Update* do not represent the opinions of the editor nor the OCFA Executive or Council.

Please e-mail letters to *Update* editor Ross Tyner at rhtyner@okanagan.bc.ca. Acceptable formats are MS Word (.doc), .rtf, and plain text.

OCFA WEB SITE

www.okanagan.bc.ca/ocfa

The web site is one of the primary means by which OCFA communicates with its members. Information on the site is updated as frequently as necessary so you should consider it a reliable source of current information about Association matters.

Information on the site includes:

- Contact information for the Executive, Council and Stewards
- A link to the current collective agreement
- Notices of meetings and other Association news
- Important dates related to a variety of collective agreement rights, benefits and obligations
- Links to OCFA forms and to labour-related organizations
- Current and back issues of the *Update*

Should you notice an error on the web site, or if you have a suggestion for information that should be added to the site, please e-mail web site editor Ross Tyner at rhtyner@okanagan.bc.ca.

PRESIDENT'S REPORT

By John Pugsley

Professional Allowance

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.

Provincial Bargaining Conference

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.

The CRA Tax Reassessment

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 the Administrative Association. We agreed that, since the employer had erred in the T4s it issued to us, the employer should be responsible for the interest payments for all affected employees. We drafted a letter, signed by the four of us, and sent it to the College. We hope for a reply in due course.

The Winter General Meeting

I look forward to seeing everyone at the WGM, the details of which will be decided by the Association Council at its January meeting. I will let you know the date, time and location of the WGM as early as possible. In the meantime, I wish you and your families a happy and peaceful holiday season.

CURRENT ISSUES, GRIEVANCES, AND ARBITRATIONS

By Craig McLuckie, 1st Vice-President and CARC Chair

CARC 2006-7

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
John Pugsley, ex-officio member, Kelowna, 4392 (cell 718-6384)

Stewards' Advanced Training

While all Stewards have received training over two days from OCFA's legal counsel, Fiorillo, Glavin, Gordon, members of CARC have also undertaken advanced training: In October/November, Tim Jacobs attended a seminar and workshop in Vancouver on Health and Safety issues (more in a future *Update*).

Issues, Grievances, Grievance-Arbitrations

Because of the delayed posting of the *2005-2010 Collective Agreement*, (it is at last accessible as a link through: <http://www.psea.bc.ca/agreements.cfm>), the lack of a Department Chairs' Orientation, and the myriad activities members are involved in, there have been a number of repeated issues in different departments over the implementation of the agreement.

1. **Restrictions on Travel** to adjacent and non-adjacent campuses: this item has come up in EESC/Geography, Business, and Anthropology. In one instance, the member was unaware of the *CA* language—a resolution led to the member receiving compensation; in two others, there was consent to waive rights under this article:

18.4.5 Limitation on Travel

A college professor shall not be assigned a teaching workload requiring more than two trips per week to an adjacent campus or one trip per week to a non-adjacent campus, unless there is an agreement between the college professor, the department and the designated supervisor.

2. **Grants-in-Aid:** Committee election and committee meetings and action. The G-i-A Committee has now been formed in accordance with the *Collective Agreement*. The Chair of that committee, OC V-P Education, Andrew Hay (email: 11/23/2006) is awaiting direction from the Joint Committee on the Administration of the Agreement (JCAA) on the guidelines for the committee's operation. Significantly, there are no *CA* provisions that deal with the guidelines, nor is there any indication of the funding that OC has placed in the G-i-A account for academic 2006-7. I would suggest that each OCFA member who has a research project, a scholarly project, or a creative project underway write to the Chair, G-i-A, requesting support, to ensure that the appropriate level of funding for this year and appropriate projections for future years are put in place.

37.8 Grants-in-Aid Fund

OC shall maintain a Grants-in-Aid Fund sufficient to support research, scholarly and creative activity. OC may supplement this fund with contributions from external sources. Any money remaining in this fund at the end of a fiscal year shall be carried over to the next fiscal year.

37.8.1 Grants-in-Aid Committee

A Grants-in-Aid Committee shall administer the allocation of the Grants-in Aid Fund. The Committee shall comprise 4 post-probationary continuing employees, elected from among OCFA members, and 1 administrator.

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 17.1.1, professional development as described in 17.1.2, and service as described in 17.1.3. In addition, duties and responsibilities may include scholarly activity, as described in 17.1.4. The pattern of these duties may vary among disciplines and classifications, and from individual to individual, pursuant to the provisions of this Article.

17.1.2 Professional Development

Professional development is activity intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise.

ARTICLE 22 - PROFESSIONAL DEVELOPMENT (See all of the attendant clauses).

ARTICLE 23 - STUDY, PROFESSIONAL DEVELOPMENT, AND RESEARCH LEAVE

Leave for the purpose of pursuing study, professional development or research may be granted to an employee on a continuing appointment up to a maximum period of four months in any calendar year. Such leave shall be subject to the following general conditions:

a) Eligible employees shall submit an application for this leave to the designated supervisor and the appropriate Department at least one month in advance of the intended commencement of the leave. The Department shall review the leave application and make a recommendation to the designated supervisor.

b) An employee on leave under the provisions of this Article shall be considered a full-time employee of OC and shall receive full salary and benefits. Contributions for employee benefits shall be continued during the leave period by OC and the employee, and the leave period shall count in full for increment purposes.

5. **Salary Cross over at Transition to new Salary Grid:** the Chief Steward and the Chief Bargainer reviewed a request by a member for clarification about salary following the transition to the new grid. The issue was also reviewed by the Labour Relations Consultant, Denise Fallis. While there was agreement that the process had been followed, there was also (in OCFA) a clear sense that the member would be disadvantaged by new hires. The Chief Steward and the designated supervisor are reviewing the issue.

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.

9. **Scholarly Activity:** can only be assigned following an application by a faculty association member; successful application carries with it a summative evaluation on the work undertaken. Scholarly Activity cannot be used as a means of 'topping up' a faculty member's workload.

17.1.4 Scholarly Activity

17.1.4.1 Definition: Scholarly activity shall be understood to include scholarship, research and creative activities. Scholarship involves oral or written activities that reflect a thorough and critical collection of knowledge of one's profession or discipline. Research involves contributing to the expansion of knowledge and the sharing of that knowledge through appropriate professional means. Research includes application of research findings for purposes of practical application. Creative activities involve creative practice, exhibition, performance, composition, multimedia presentations and other similar activities that reflect applied practice of one's profession or discipline.

17.1.4.2 Scholarly Activity Duties: Upon request to the designated supervisor, faculty members may be released from instructional and/or professional duties to devote their time, or a portion thereof, to scholarly activity. An employee who has been approved for a scholarly activity assignment shall engage in scholarly activity pursuant to this article and is subject to summative evaluation.

17.1.4.3 Scholarly Activity Reporting

Notwithstanding Article 21 (Evaluations), employees are required to prepare a Scholarly Activity Report detailing the scholarly activity accomplished during the period of the assignment. This report shall be provided to the designated supervisor and shall form part of the employee's next evaluation.

10. **Grievance Arbitration: Evaluation / Accommodation:** previously reported on, approved by CARC, the Executive Committee, Executive Council for two arbitrations, one on the shoddy manner of evaluation of probationary employees and one on OC's failure to accommodate a medical disability. Witnesses will be interviewed in December and the arbitration (consolidating the two grievances) will take place in late February.
11. **Step II Grievance (Policy):** a seconded employee (i.e., an administrator) applied for an Extended Study Leave. John Pugsley and Craig McLuckie had a tentative date November 27th (not confirmed by OC) to hear OC's response to the Step 2. The grievance has been withdrawn without prejudice. The only question is whether or not Okanagan College apprised the seconded employee of these contractual limits, at the time of the secondment offer.

16.1.4

Notwithstanding the provisions of this Article, *employees on secondment waive access to the benefits, terms and conditions of this Agreement while on secondment.* For the purposes of extended study leave, the term of secondment is not credited toward the period of work required prior to application.

24.4.1

Any employee who has been on continuing appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave. Time spent on any leave without pay or on secondment (see clause 16.1) during the teaching year shall not constitute service with OC for the purpose of this Article. An employee accepting extended study leave shall agree to return to OC for one year after the expiration of such leave.

12. **TRU-MBA:** this issue is being handled at the JCAA.

SECRETARY TREASURER'S REPORT

By Michelle Nicholson, CGA

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 can be easily liquidated should the need arise. \$601,532 / \$100 per day / 211 members = 28.5 days strike/target pay.

Members are welcome to inspect the Association's books and may do so by arranging an appointment with me.

WHAT'S IN A NAME?

By Craig McLuckie, First Vice-President and Chief Steward

As promised at the Fall 2006 General Meeting, here is your opportunity to vote for clarity and meaningfulness of expression.

The Contract Administration and Review Committee (CARC) is comprised of the OCFA President, *ex-officio*, the First Vice-President, as Chair, and the Area Stewards (AS) -- one member from each of Salmon Arm, Kalamalka, Kelowna and Penticton. The committee is known as the Area Stewards System (ASS), CARC, and the Grievance Committee (GC).

Your role is to determine what the individuals on the committee are called, as well as what the committee itself is called. Largely, your vote is to clarify whether CARC-AS-ASS is meaningful as a signpost for assistance with contractual interpretation and action.

Functionally, the committee is responsible, in prosaic and literalist language, for contract administration and review (hence, CARC). The administrative portion involves:

- dealing with matters of interpretation and dispute (complaints and grievances) with the institution over working conditions, as governed by the *OC-OCFA Collective Agreement* and other relevant legislation.

The review portion requires that the committee's members:

- review the *Collective Agreement* to highlight areas of ambiguity, dispute or grievance to facilitate the work of the OCFA-Bargaining Committee (OCFA-BC).

The acronym CARC is a term that OCFA adopted before it became OUCFA before it became OCFA, as a result of system-wide attempts at consistency and normalisation: OCFA was a member of CIEA (College and Institute Educators Association, now known as FPSE-BC, the Federation of Post-Secondary Educators of British Columbia). OCFA is now (and has been for some time) "The Little Union That Could"; that is independent.

The Area Stewards System (ASS) nomenclature is less well known, but the resonance of white coats, trays, and an at-your-service demeanour certainly provides a clear image:

- 1: one employed in a large household or estate to manage domestic concerns (as the supervision of servants, collection of rents, and keeping of accounts).¹

Of course, the Area Stewards are *your* servants rather than 'the manager of servants'. And, frankly, who wants to be an ASS? Yet ...:

¹ <http://www.m-w.com/cgi-bin/dictionary?va=steward>

- 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

By Peter Murray, Second Vice-President

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.

Accrual Rights for Term Employees

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 then OC shall offer the term work to term employees who have held a term appointment subsequent to July 1, 2006 and who have not had a break in service of more than 24 months.
3. Term work shall only be offered to term employees who are qualified as determined by the department.
4. In order to maintain accrual rights, a term employee must not been negatively evaluated (failure by the College to evaluate a term employee summatively shall be considered a positive evaluation).
5. In the event that more than one term employee has the right to accrue the same term work then a departmental Selection Committee **must** interview the eligible term employees and recommend the candidate who shall have rights of accrual for the work in question (up to a full-time workload).

When is the college prohibited from initiating an open competition selection process to staff term work?

Clause 14.1 states that “OC shall determine, in consultation with the continuing employees in the appropriate department, the need for new employees and the qualifications for positions covered by this Agreement.” New Employees are defined in clause

34.1 as “any person commencing employment with OC for the first time, or, recommencing employment after a break in employment with OC of two years or more.”

So the answer is that if a department has an existing term employee with accrual rights to work (i.e. is the employee is qualified, has not been negatively evaluated and has worked at the campus before) then a “new employee” is not required and an open-competition selection process is not appropriate.

In addition, if a term employee has provided satisfactory service in one campus he or she may be offered work at a second campus (at which they do not have accrual rights) provided the dean and the department are in agreement. The term employee would subsequently have accrual rights at both campuses.

There is a difference between “work” and “positions”

Work is the stuff that positions (appointments) are made up of. For college professors the units of work are specific courses, in a particular department, and term employees gain rights to work and not to positions. Section 14.7.1 is clear that, if the term work has not been assigned to continuing employees, then OC shall offer the term work to term employees who have held a term appointment subsequent to July 1, 2006 and who have not had a break in service of more than 24 months. Such term work shall only be offered to term employees who are qualified as determined by the department and have not been negatively evaluated.

Term employees may exercise their right to accrue any and all available work (up to full-time), within their department and campus(es), for which they are qualified. This has to be on a course-by-course basis subject to the limitation that if there is more than one term employee with rights to the same work, a departmental selection committee shall interview eligible employees and recommend the candidate who shall have the accrual rights for the work in question (up to a full-time workload).

Once a term employee has been hired to teach in a department at a particular campus, that person has the right to any and all term work, at that campus, for which they are qualified (as determined by the department), provided they are not negatively evaluated and provided they held an appointment in the previous 24 months.

Example 1

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.

Example 2

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).

Example 3

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.

Additional rights and responsibilities accrue to part-time continuing employees

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.

RETIREMENT ALLOWANCES

By Doug Birtwistle, Pension Advisory Officer

Upon retirement, our Faculty Collective Agreement provides for two possible “cash” payments, one for unused sick-leave credits and the other for accumulated vacation leave not taken prior to retirement.

Article 26.1.4 states that, upon retirement, a faculty member is “...entitled to a cash payment equal to his or her accumulated sick leave to a maximum of 60 days, as well as the normal vacation benefits due for that year. Any cash payment of vacation shall be limited to the balance of the unused vacation to a maximum of 30 days.”

In a related article, 39.1.5.2, states that “...in the final year of employment, the employee may retain up to 30 days of unused vacation up to the date of retirement.”

Revenue Canada interprets a *retiring allowance* as “...an amount paid to officers or employees when or after they retire from an office or employment in recognition of long service or for the loss of office or employment.” The advantage of a retiring allowance is that, upon retirement, a faculty member may be able to transfer some or all of the amount of the allowance directly into an RRSP of their choice, in which case income tax need not be deducted on that amount. The amount that one can transfer directly into an RRSP is limited to \$2000 for each year or part of a year before 1996 that the person worked for OUC/OC. Many of the faculty members retiring this year or in the next decade or so will be able to take advantage of such a transfer. Such a transfer is **in addition** to the annual RRSP contribution one may be able to make based on one’s personal RRSP room. Personal RRSP room is shown

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

Unused Sick Leave

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.

Unused Vacation Leave

Faculty members are entitled to a cash payment for unused vacation to a maximum of 30 days upon retirement. There are certainly similarities between a payment of unused sick-leave and a payment of unused vacation leave. Can one treat unused vacation leave as a retirement allowance and, thus, transfer that amount directly into an RRSP? Human Resources says no. Derek Cook, a faculty member of the Business Administration department, and I independently checked into this matter. We both came to the same conclusion. The answer is, unfortunately, no. Both Tax Guide RC4157 and Interpretation Bulletin IT-337 clearly state that Revenue Canada considers unused sick leave a retiring allowance but does not consider unused vacation leave a retiring allowance. Any unused vacation entitlements up to a maximum of 30 days will be paid out on your final pay cheque. Income tax will be withheld at source. You can, of course, contribute this cash payment into your RRSP, or to a spousal or common-law partner's RRSP, up to the amount of your available RRSP deduction limit.

Regarding vacation leave in your final year of employment, article 39.1.5.1 states that "the maximum number of annual vacation days that may be carried over (from the previous year) to the final year of employment is 10", as opposed to the 20 days one can normally carry over from one year to the next. You may want to consider carrying forward 10 days of vacation into your final year. Let's say you did not forward the 10 days. If you plan to retire on the "typical" date of June 30 and receive the cash payment of 30 days of unused vacation, as you are entitled to, upon retirement, you would have only 13 days of vacation available to be taken between July 01 of the preceding year and your date of retirement.

For your information, the maximum annual contribution to C.P.P. in 2007 will be \$1989.90, an increase of about 4% from last year's amount of \$1910.70. The maximum annual contribution for E.I. in 2007 will be about \$720.00, a marginal decrease from last year's amount of \$729.30.

Please email me with any questions, comments or concerns.

An ABC of OC-OCFA Committees **By Ross Tyner, OCFA Executive Member-at-Large**

PD, PA, ESL, GIA: What do all these abbreviations have in common? Each designates a committee, staffed jointly by OCFA and OC representatives, that is charged with granting funds to OCFA members. This article presents a brief explanation of each committee and the fund it administers, and lists the OCFA members of each committee.

PD: Professional Development

Collective Agreement Article 17 establishes the duties and responsibilities of faculty, one of which is professional development. Section 17.1.2 defines professional development as "activity intended to promote teaching excellence, subject area competence and technical competence in an area of professional or instructional expertise."

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)

PA: Professional Allowance

The Professional Allowance Fund (Clause 37.7) is intended to assist continuing faculty members “to offset the cost of professional activities in accordance with the jointly agreed guidelines.” In his report on page 2 of this issue of the *Update*, John Pugsley writes in more detail about the fund’s purpose and guidelines. The OCFA members of the PA Committee are Michelle Nicholson and John Pugsley.

ESL: Extended Study Leave

According to Section 24.4.1, a faculty member “who has been on continuing appointment for five or more years either following his or her initial appointment or following an extended study leave shall be eligible for an extended study leave.” During an ESL, which may be 6 or 12 months in duration, the ESL fund insures that the employee receives 70% of his or her OC salary, tops up the employee’s pension contributions to 100%, and maintains full health and welfare benefits for the employee.

The committee that administers the fund comprises five OCFA members, one from each of Arts, Science, Business, Engineering Technologies, and Non-instructional, and two OC administrators. Applications for ESL must be made by October 1 of the year preceding the calendar year in which the leave is to commence.

OCFA members of the ESL Committee:

- Henry Mainemer (Arts)
Reg Marte (Technologies)
David Murray (Science)
Marietta Stanley (Business)
Ross Tyner (Non-instructional)

GIA: Grants-in-Aid

The purpose of the Grants-in-Aid Fund (Clause 37.8) is “to support research, scholarly and creative activity.” As Craig McLuckie has written in his report on page 3 of this issue of the *Update*, the committee has been established but no guidelines yet exist for its operation nor have we been informed what amount of money, if any, is available in the fund.

OCFA members of the GIA Committee:

- Tim Jacobs (Communications)
John Lent (English)
Janet Mercer (Business)
Sherry Price (Business)

