

The OCFA Update

Okanagan College Faculty Association Newsletter

Issue 1 – 2006/07

October 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.

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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.

YOUR 2006-07 OCFA COUNCIL AND STEWARDS

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PRESIDENT'S REPORT

By John Pugsley

Most of my time has been spent dealing with matters consequent upon the new collective agreement. These are being dealt with at the Joint Committee for the Administration of the Contract, JCAA, our union/management joint committee. I will report on these issues below.

First, I welcome all new members to the Association. By the time this issue of the *Update* is available, we will have had our Fall General Meeting and an opportunity to get together for social time and collective discussion of issues that confront us. As a means to foster the collective spirit, regionally as well as institution-wide, the Executive Committee has also been meeting with members at each of the regional campuses. These OCFA 'Socials' are held during each fall semester. We spent a most enjoyable couple of hours at Kelowna Campus on September 22. I thank Alix Hawley, the Kelowna Community Representative on the Association Council for organizing the affair. The social at Salmon Arm Campus on September 29 was good fun as usual. For this I thank Jennifer Sigalet, the Community Representative for

Salmon Arm. We are scheduled to be with members at Penticton Campus on October 20 and at Vernon on October 27. Mark Paetkau is the Penticton Community Representative and Sharon Josephson serves in that role for the Vernon Campus. My thanks are due to each of them for organizing the events.

The new Association Council that you elected in April met on September 6 and will meet again prior to the General Meeting on October 13. The Association is very fortunate to have a number of new faces at Council. I know we are all grateful to our colleagues who are willing to serve our union in leadership positions. This applies equally to the new stewards who comprise our Contract Administration and Review Committee, our present and rather cumbersome name for a 'Grievance Committee'. This committee, chaired by the First Vice-president, Craig McLuckie, is of the utmost importance to the union. I thank Francie Greenslade, Kerry Trevelyan, Rod Watkins and Tim Jacobs for their service. On September 15 and 16, I attended our stewards' training workshop. It is obvious that our individual and collective interests are in good hands.

JCAA

The JCAA met for the first time this year on September 11. The College is represented by Phil Beckmann, Denise Fallis and Laura Neame. The Association team comprises me and our two Vice-presidents, Peter Murray and Craig McLuckie. Also in attendance was Randy Maradyn, who is the newly appointed Director of Human Resources for the College.

While we have had very little experience of working with Randy, I think there is good reason to believe that he is committed to a problem-solving, cooperative and respectful approach to relations with us. I truly hope so, since this approach is the route to preventing conflict and achieving mutual benefits. Our catastrophic experience with the last Director of HR demonstrates the cost to both parties of adversarial relations. I think the experience demonstrated to the College that OCFA can engage in and win a head-butting contest if we are goaded into one. It is my belief that such counter-productive provocations are now behind us.

The JCAA meeting was very productive. We were successful in getting a full accounting of the Extended

Study Leave fund, the Professional Development fund and the Professional Allowance fund. These funds were extant at OUC and had to be split between UBC and OC. We were concerned to make sure that the split was correct and that contributions to the funds had been made when they were supposed to be and at the right level. Michelle Nicholson, our Secretary Treasurer, spent a great deal of her time pawing through the data and all is well. The JCAA will now revise the language of the policy for each of the funds and, where appropriate, put the relevant language into the Collective Agreement.

The College team revived its proposal to 'streamline' the student evaluations that are conducted for each class and in each semester. The streamlining, somewhat predictably, involved faculty members doing more of the work and assigning certain elements of the evaluation procedure to students in our classes. We saw nothing attractive in this proposal. It will now disappear for a while. I suspect it may return by the next round of bargaining.

We raised a concern about scholarly activity release time. The Collective Agreement says that we can apply for this release from teaching or non-instructional duties. Whether or not an application is successful is a decision of the designated supervisor. We let the College know that we regard such release time for scholarly activity as an assigned duty. The agreement mandates that, within each department, duties must be assigned in a fair and equitable manner over time. This applies to the allocation of scholarly activity release just as it does to teaching or non-instructional duties. The Association will watch developments to make sure fairness and equity are maintained.¹

There is a serious problem facing many of our colleagues who are on term appointments. Many of them are not provided with computers. Howard Hisdal, the Non-Continuing Faculty Officer on Council, speaks to the matter elsewhere in this issue of the *Update*.² We raised the matter at the JCAA as something that requires urgent attention. We will speak about it again at the next meeting with the College. The JCAA meets monthly and the next meeting is on October 16.

¹ *Editor's note:* On the topic of scholarly activity, see also Michelle Nicholson's article on Page 9 of this issue.

² *Editor's note:* Howard's article begins on Page 8.

FIRST VICE-PRESIDENT'S REPORT

By Craig McLuckie

Stewards' Training:

Stewards' training has occurred and stewards are now ready to answer members' contract questions, as well as to attend meetings in support of members at the pre-grievance and step 1 phases.

Members of your stewards' committee will be reviewing the Terms of Reference for the committee and will be making recommendations to the membership (if any) at the Winter General Meeting, for consideration and amendment by the general membership prior to their adoption as policy changes at the Annual General Meeting of the Association in late April or early May 2006.

Members of the stewards' committee will be attending a Health and Safety/ Accommodation conference and workshop in November; others will attend a Labour Arbitration conference in December. These union professional development activities are a part of the current Executive committee's ongoing commitment to the education of its membership and to an increase in participation rates in all facets of Okanagan College Faculty Association's work.

The stewards have access to the current and final form of the 2005-2010 *Collective Agreement*.

The Chief Steward has also attended the Joint Committee on the Administration of the Agreement meetings with the President and Chief Bargainer.

Open/Unresolved Grievances and Issues:

Evaluations/Probation. Step 2 (Policy Grievance). Launched 06-04-06. A probationary period was extended under a Memorandum of Agreement. A meeting has occurred with the Dean of Science. A second step two grievance was launched following the Dean's decision to terminate the employee's appointment. CARC has argued that the evaluation procedure was flawed and that there were breaches of the extant collective agreement—in effect for this issue. OCFA Council recommended that this grievance be taken to arbitration. The second grievance relates to Okanagan College's failure to make an accommodation under the Human Rights Act (medical accommodation). The two grievances will be

consolidated at arbitration. The arbitration will occur in Kelowna, in late February, 2007.

Closed Grievances:

- UCRC decision on Promotion and Tenure; and, Appeal. FAC2005/05.
- UCRC Guidelines. 2003/07.
- ESL, PD, PA Funds. May 19, 2005.
- Disability Accommodation.
- EI Rebate. FAC2005/02.
- Excessive Travel.

Issues (Fall 2006):

While not all of the following issues are collective agreement matters, they comprise matters of employment that affect OCFA's membership. In addition to individual members of CARC, the Executive committee has been working with the membership and Okanagan College to resolve these matters.

- Interpretation of probation credit.
- Moving Expenses.
- Salary Placement.
- Accrual rights.
- Travel limits.
- Banked sections.
- Access to College vehicles (part time term).
- Access to computers (full and part time term).

Issues (Summer 2006):

- Accrual Rights.
- Travel/Accommodation.
- Intersession pay.
- Position Postings.
- Position Postings/Departmental Consultation (CA, 14.1).
- Grants-in-Aid Committee Election.

*Franziska Birker
(Modern
Languages) and
Chief Steward
Craig McLuckie,
at the Kelowna
Social*



SECRETARY-TREASURER'S REPORT

By Michelle Nicholson

Membership has grown steadily this year. Currently we have 208 OCFA members of whom 155 are continuing and 53 are term. As a result of this growth and the salary increases on April 1st, membership dues are higher than expected. Year to date dues are \$148,750 which is \$8,000 higher than budgeted. All expenses are within budget limits and if we don't receive any nasty surprises we can expect a surplus of approximately \$30,000 at year end on January 31, 2007.

Our strike fund is also doing very well. We started the year with total investments of \$554,729. In September we invested an additional \$27,000, plus our investments have appreciated by \$15,158 during the year, resulting in a current value of \$596,884. This balance represents 28 days of target pay at the current rate of \$100 per day for each member. So we are well prepared if one of the other unions at OC should call a strike and we are faced with a picket line to honour.

All of our investments are in low risk government bonds that can be liquidated on short notice should the need arise. When I last spoke to our financial advisor he informed me that the word is that interest rates have peaked and that we can expect a downward trend. Good news for those of us with variable rate mortgages.

WORK ASSIGNMENTS AND A TERM

EMPLOYEE'S RIGHTS TO WORK

By Peter Murray, Chair, OCFA Bargaining Committee

Appointment Categories

Under the current collective agreement, Faculty Association employees are appointed to one of five appointment categories: full-time continuing, part-time continuing, partial-load continuing, full-time term or part-time term (see clause 13.1). The College, in consultation with the continuing employees in the appropriate department, determines the need for new employees in that department. An employee's appointment category affects an employee's salary, rights to work and obligations to accept work, and job security. This article addresses primarily the rights and

obligations of term employees and the obligations of departments to their term employees.

A *full-time continuing* appointment is an appointment without term to a full-time position and continues until the employee holding the appointment retires, resigns or is otherwise terminated in accordance with the provisions of the collective agreement. Employees holding a full-time continuing appointment are paid a full-time salary. College professors can normally be assigned no more than 4 *Teaching Load Units* (TLUs) in a given fall or winter semester and no more than 8 TLUs in any academic year, while non-instructional employees holding a full-time continuing position shall normally be assigned duties for no more than 35 hours per week. Faculty members are either hired in to these appointments through open competition, or accrue in to them following the process detailed below.

A *part-time continuing* appointment is an appointment without term to a position in which the work assignment is at least 50% but not more than 85% of the commensurate full-time position. Employees holding these positions will receive an offer of appointment in which the percentage will be specified. The employee's annual salary will be this percentage of the appropriate full-time salary. For example, part-time continuing college professors with a 50% continuing appointment shall be assigned no more than 2 TLUs per semester and no more than 4 TLUs per academic year. If this percentage is increased to 85% then the employee shall be assigned no more than 3.4 TLUs per semester and no more than 6.8 TLUs per academic year. A part-time non-instructional employee with, for example, a 50% continuing appointment, shall be assigned no more than 17.5 hours/week. Once the part-time continuing percentage exceeds 85%, the appointment will be amended to a full-time continuing position.

College professors cannot be hired into part-time continuing positions, they can only accrue in to them. On the other hand the college may advertise for and fill a part-time continuing position in a non-instructional classification.

A *partial-load continuing* position is similar to the part-time continuing position described above with the significant difference that only full-time continuing employees are eligible to request the permanent reduction of duties and responsibilities associated with these positions (see clause 13.6). The College may not otherwise create such an appointment.

A **term appointment** is an appointment for a specified period of time. A **part-time term appointment** is an appointment in which the assignment is 85% or less of the commensurate full-time assignment. Part-time term employees are paid a pro-rated salary based on part-time salary formulas specified in clause 33.2. If a term employee is given an appointment in which the assignment represents more than 85% of the commensurate full-time appointment then he or she will receive a *full-time term appointment* and shall receive a full-time salary for the duration of the appointment.

Rights to Accrue Work

As of July 2006 a faculty member appointed to a term appointment within a department gains on-going rights to future work.

If the term appointment is for instructional work in summer sessions I and II, for distance education work or for research associate work, then the only right gained is that the person may be offered a subsequent, similar term appointment, without open competition, provided the designated supervisor (generally the Dean) and the department are in agreement.

However, if the term appointment is for instructional work in the fall or winter semesters or for any non-instructional work, then a term employee who has not been unfavourably evaluated by the College, has rights to any and all subsequent term work for which he or she is qualified, as determined by the department. Because of this right, departmental selection committees should only recommend hiring faculty members who, in their view, will be suitable for on-going employment within their department.

This right to work applies within the department, at all college centres where a term employee has previously held a term appointment. Term employees are under no obligation to accept any subsequent term work. But a term employee's right to accrue expires if he or she is not employed by the College for a period of 24 months.

If two or more term employees have rights to the same term work then a departmental selection committee must interview the eligible term employees and decide who gets the work.

A key thing for instructional departments to note is that they must be prepared to indicate for each term

employee which courses the employee is deemed qualified to teach. In my view it would be preferable if departments would establish this during the term employee's first semester of employment.

Term employees who want to maximize their rights to work should accept all the term work in the centre to which they were initially appointed, as this will reduce their competition for future term work; and should accept work in as many centres as possible, as this will increase the breadth of their accrual rights and reduce the time required to trigger the conversion to continuing process. Additionally, term employees should not refuse work for a period of 24 months.

Rights of the College to Create Continuing Positions

The College normally has the right to create, advertise and fill continuing positions through open competition. There are, however, two notable exceptions to this management right. First, at the point where a term employee has triggered the conversion process, the College is prohibited from advertising and filling a new continuing position which would deny the term employee a continuing position. Secondly, if there is a part-time continuing employee in a department, the College is prohibited from advertising and filling new continuing positions if doing so limits that employee's right to move from a part-time continuing appointment to a full-time continuing appointment.

Conversion from Term to Continuing

A term college professor who has completed 16 TLUs of term (full and/or part-time) work (note that summer session and DE work do not count in this total) or a non-instructional employee who has completed 3038 hours of work will trigger a term-to-continuing conversion process. The conversion from term to continuing will occur provided the following three conditions are met:

- The employee receives a favorable review by a departmental selection committee;
- the employee is approved by the college president; and
- there is a reasonable expectation of an on-going minimum 50% of an annual full-time equivalent, non-replacement, workload for which the employee is qualified.

Conversion Process

The department must strike a selection committee to interview and review the employee. The committee must limit its review to:

- the record of the employee's performance of his or her duties. It is worth pointing out here that part-time term employees are not required to perform service (see section 17.1.3) which means part-time employees' lack of demonstrable service cannot be used against them in this review.
- the department's educational plan, and
- the appropriate unit plan for the department.

These last two conditions are in place not to find ways to deny the conversion but to allow for a case in which the department and/or the portfolio (*I hate this use of the word*) have decided through the normal planning process to move in a direction incompatible with the term employee's qualifications and experience.

Following its review, the departmental selection committee will prepare a recommendation to the College President.

The President will review a positive departmental recommendation for determination of an offer of a continuing appointment.

If the employee receives a negative review, or if the employee receives a positive review but then refuses the offer of a continuing position, he or she will lose his/her rights to accrue subsequent work. However, he or she may still be offered and accept future work in the department without open competition provided the supervisor and the department are in agreement.

Upon approval by the President, the term employee shall be offered a continuing appointment (with a one-year probationary period) which will comprise all available work, within the department, for which he or she is qualified. The on-going level of this appointment is based on the projected level of continuing (non-replacement) work. If the identified percentage is more than 85% then the offer will be for a full-time continuing position. The continuing appointment must be at least at the 50% level. This percentage cannot be reduced in the future but it may be increased up to full-time.

What if the required minimum level of work is not projected to be there?

If the only reason for an employee not being offered a continuing appointment is that there is not a projected minimum 50% non-replacement work, in the subsequent college year, the employee will not be offered a continuing position but will have the right to any and all work in the department up to a 100% work assignment. This right to any and all work will exist for two years. During this time if the minimum 50% workload does become available, the employee will be offered a continuing position. If after two years the minimum work assignment fails to materialize, the employee will have to go through the review process again before he or she can be offered a subsequent continuing appointment.

Rights and Responsibilities of Part-time Continuing Employees

A part-time continuing employee has a right to any and all work, for which he or she qualified, up to a full-time work load. Note that this is any departmental work, replacement and non-replacement, in any centre. As a part-time continuing employee assumes more non-replacement work his/her part-time percentage (and annual salary) will ratchet up to this new higher percentage. If, however, the additional work is replacement work, the part-time continuing employee will assume an additional part-time appointment and will be paid an amount as determined by the part-time salary formula of Article 33, in addition to his/her on-going, part-time continuing salary.

Part-time continuing employees need to recognize that unless they have an approved leave, they have no right to refuse any work assignment up to 100% of a full-time continuing work load. Refusal to accept such a workload shall be deemed a resignation by the employee.

The idea here is that we are trying to create full-time continuing jobs but we recognize that if we had to wait until full-time work became available that we would limit a term employee's ability to secure an ongoing job. The collective agreement tries to balance the employee's right to work with the institution's right to create continuing positions.

Implications for Departments

Departments need to recognize that the collective agreement (see section 13.5.6) places an obligation on them to structure work so as to minimize the number

of term appointments within the department. This means that once there is a part-time continuing employee in a department, the department must make every reasonable effort to assign that employee up to a full-time work load, before it recommends the creation of any new term appointments. As not every continuing employee is ideally qualified to teach every course in the department, the minimization of term appointments may require a department to re-allocate “normal” work assignments within the department so as to make best use of the continuing complement of employees, and enable part-time continuing faculty members to maximize their workload and salary.

Who Gets the Work (see clause 14.5)?

Prior to March 31st each year, instructional departments make a recommendation to the Dean for proposed work assignments for the following academic year. With the exception of new or vacant continuing positions, the following order should be adhered to when developing work assignments (see clause 14.5). Only after this hierarchy has been exhausted may term work (see elsewhere in this edition of the *Update* for the rules around summer session work) be advertised and filled by open competition.

1. Each full-time continuing employee is assigned up to a full-time work load and each part-time continuing employee is assigned a work assignment consistent with his/her part-time percentage.

As there are currently no part-time continuing employees, paragraphs 2 and 3 are not yet in effect and we jump to paragraph 4.

2. If additional on-going, non-replacement work is available, it is to be assigned to part-time continuing employees and the employee’s part-time continuing percentage will be increased to this new level (anything over 85% will trigger a full-time continuing appointment for that employee).
3. If additional replacement work is available, it is to be assigned to the part-time continuing employees. This will not trigger a change in the employee’s part-time continuing percentage but will provide the employee with a term appointment (and salary) in addition to his/her part-time continuing appointment and salary.

4. If the term work is not assigned to any continuing employees then the work must be first offered to term employees who have accrual rights.
5. If the term work is not assumed by a former term employee with accrual rights it must be offered to partial-load continuing employees in the department.
6. If there is still term work available it may be offered to a former term employee without accrual rights, provided the supervisor and the department are in agreement. This term employee will subsequently have accrual rights and must be offered future work as per paragraph 4.
7. If there is still term work available it must be posted, advertised and filled through open competition.

TERM FACULTY ISSUES AND WHY YOU SHOULD CARE IF YOU HAVE A CONTINUING APPOINTMENT

By Howard Hisdal, Non-Continuing Faculty Officer

The biggest issue facing non-continuing faculty members is the issue of **laptop computers**. Someone who does not teach made the decision that laptops should only go to faculty with continuing contracts. Say, what if you have a continuing contract, why should you care? Isn’t this some sort of personal problem? Why don’t they just buy laptops?

Why should continuing contract people care about this issue? Because this impairs the operational efficiency of Okanagan College, that’s why you should care. **Anything that impairs our collective ability to do our job hurts us all.** Teaching our students is our job; it is what the College is all about. The laptop computer is a teaching tool of the 21st Century, the overhead projector is a teaching tool of the 20th Century, and the blackboard is a teaching tool of the 19th Century. It is now 2006, we are well into the 21st Century and some of your colleagues are using antique computers with Windows 95 and Windows 98 operating systems. Some have to go to the library to access their email. If you were in this situation you might try to get out of this box by buying your own laptop, and then you

would discover that IT Services will not install any of the software you need such as Novell because you are not using an OC-issue computer. You are in the box with the lid on.

What does this look like from the students' perspective? Well some of their professors are using the LCD projectors and flash drives. Others are putting up maps with masking tape or bringing in a laptop and projector on a trolley when they can book one. Those who are trying to use overhead projectors are finding that the projectors are harder to find and get serviced. The reason for that is simple: they are an obsolete technology and are being replaced by LCD projector installations. The students cannot tell a continuing from a non-continuing professor. Some of our non-continuing professors have been at the College for ten years and some of our continuing contract people are in their first semester.

Unfortunately the decision on computer allocation is a classic case of the tail wagging the dog.

What other issues do the non-continuing people have? If you have a four-month contract you do not get benefits nor can you purchase benefits. The magic number of months is five but semesters are four months long. In the cases of those who have taught here for years there are always a few days between the contracts to reset the indicator to zero.³ If you drive around Kelowna you will see that there are temporary jobs serving coffee that offer benefits. Fortunately there is a college pension plan that the non-continuing contract people can buy into and that is a very good thing.

Those are the biggest issues that I can think of right now. I welcome emails from my non-continuing peers who have comments or other issues that I have not mentioned.

³ *Editor's note:* Section 13.1.2 of the 2005-10 collective agreement states: "A full-time term appointment which includes both the fall and winter semesters shall be a single continuous appointment." Therefore, a full-time term appointment that spans the Fall and Winter semesters is by definition longer than 4 months and qualifies the faculty member for benefits. The same does not apply to part-time term faculty, because Clause 35.1 restricts benefits eligibility to faculty on continuing and full-time term appointments.

SCHOLARLY ACTIVITY

By Michelle Nicholson

What is scholarly activity and how does it differ from professional development?

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.

17.1.2 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.

Under our old collective agreement everyone on a Mode C workload was required to engage in scholarly activity as a significant part of their workload and scholarly activity played a major role in the tenure process. Under our new collective agreement tenure and mode A, B, and C workloads have been replaced by a two-year probation and a single set of workload requirements that apply to all members. The normal workload requirements do not include any scholarly activity. If you do not wish to engage in scholarly activity you don't have to.

But what if you do want to pursue scholarly interests? What about the research you've been working on for years? The articles or textbooks you are working on? How do you get back the time you need for this important work? You have to apply to your Dean for release.

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, 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.

Under these provisions your Dean will decide if you will be granted time for scholarly work and your Dean will determine if the work you complete during the semester or year is acceptable. There is no scholarly activity committee, just your Dean. It is also important to realize that if your Dean does not consider your work to be acceptable you are subject to summative evaluation which includes the possibility discipline and dismissal.

EMPLOYER SURVEILLANCE OF E-MAIL AND INTERNET USE

By Ross Tyner, Executive Member-at-Large

Recently, some faculty members expressed alarm when they heard that College administrators might be interested in monitoring employee use of OC computer systems such as WebCT. While it appears that the circumstances leading to the expression of alarm were somewhat less nefarious than had been assumed, faculty members would be wise nonetheless to consider their rights and responsibilities in this regard.

It is worth noting, first of all, that the collective agreement is silent on the issue of employer surveillance of faculty computer use. In a previous round of bargaining at OUC, the Association introduced a proposal that sought to place restrictions

on the employer's right to monitor. We did not succeed in negotiating such limitations, so the collective agreement provides no specific protection.

The College does have a relevant policy, "Responsible and Appropriate Use of IT Resources", to which we are all bound. The policy describes the responsibilities of OC computer users and, in the Procedures section, includes the following paragraph:

OC has a responsibility to ensure that all information stored on its information system reflect the policies of OC and applicable laws, therefore files, accounts, data, mail and so forth are subject to inspection and monitoring. When there is reason to believe a violation has occurred, the Vice President, Integrated Planning and Operations may authorize an OC Information Services Manager to inspect, access and monitor user accounts, examine files, data, mail, etc. to determine if a user is acting in violation of OC policies or applicable laws.

Given the definitive statements above, I would suggest that we are best to assume that our use of OC computer systems is being monitored and to act accordingly. However, the fact that the College has stated its right to monitor computer use does not mean that a judge or labour arbitrator would necessarily accept as evidence information gathered by this means. Although Canadian statutory and case law do not speak directly or unequivocally to this matter, the rules of evidence for civil and criminal courts as well as for labour arbitration hearings do require that the gathering of evidence be reasonable. So, for example, an arbitrator would likely ask if the employer had reasonable grounds to engage in monitoring and, if so, if such monitoring was carried out in a reasonable manner. That is, for evidence to be admissible there must be some evidence of wrong-doing and some investigation of facts prior to monitoring taking place; and, the monitoring itself must also be reasonable, that is not go beyond what is necessary to investigate the alleged violation.

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SUMMER SESSIONS I AND II

By Craig McLuckie, Chair, OCFA Grievance Committee and Peter Murray, Chair, OCFA Bargaining Committee

I. Introduction:

Department Chairs have received a notice requesting Summer Session I and II course proposals by early December. Outlined below is the procedure for faculty to access Summer Session I and II work (from the *2005-2010 Collective Agreement*).

II. Collective Agreement Provisions:

OCFA-OC Collective Agreement (2005-10):

14.11 Selection: Term Summer Session Appointment

When OC intends to offer a term Summer Session appointment, it shall notify continuing employees in the appropriate department who shall have right of first refusal, on a seniority basis, for the Summer Session work for which they are qualified pursuant to clause 20.1. If this right is not exercised by any employee on continuing appointment, this right shall pass to employees with right of accrual pursuant to Article 13.5. If the appointment cannot be filled in accordance with clause 20.1 or 13.5, the appointment may be offered to a former term employee by application of 14.11. If the appointment cannot be filled by application of 20.1, 13.5 or 14.11 it shall be filled by open competition.

13.1.2.2 Creation of Term Appointments

Term appointments may be created only to meet the following needs:

- f) To staff courses in the Summer Sessions.

13.2 Simultaneous Appointments

No employee may simultaneously hold an appointment in a given classification in more than one appointment category with the following exceptions:

- a) employees may simultaneously hold term appointments to teach courses in the Summer Sessions pursuant to clause 14.11

13.5 Conversion of Term Employees to Continuing Employees Within a Classification

13.5.1:

The following provisions apply to term employees appointed after July 1, 2006 and *to all work except instructional work that is performed during Summer Sessions*, through Distance Education, or any work performed by Research Associates.

13.5.1.3

In the event that more than one term employee is eligible for this right of accrual, the work shall be offered to the term employee selected by the department through the selection process (selection committee interview of eligible term employees).

13.5.7.1

A part-time continuing employee who reaches 85% of a full-time instructional workload on the basis of non-replacement work for eight consecutive months shall be offered a full-time continuing appointment. *The Summer Sessions (April through August) shall not constitute a break in consecutive months.*

14.3 Exceptions to the Open Competition Selection Process

The selection process outlined in clause 14.2 shall be initiated for all positions except for:

- f) to staff courses in the Summer Sessions where a term appointment is assumed by a continuing employee in accordance with clause 14.11 or

20.1 Summer Session Courses

20.1.1

Summer Session courses are courses which are offered during the months of April, May, June, July or August, and which are separate from the regularly scheduled Fall or Winter semester course offerings. Employees on continuing appointments shall not be assigned instructional duties during any Summer Session but may accept such work.

20.1.2

Continuing employees shall have right of first refusal for work for which they are qualified, as determined by their department, on a seniority basis, offered during the Summer Sessions in their departments. Employees who accept this work shall receive additional compensation as determined by the appropriate part-time salary formula in clause 33.2. Alternatively, they may bank the equivalent workload credit for future credit pursuant to 18.7.

33.2.2 Salaries for Part-Time Term College Professors

Part-time term college professors shall be paid in accordance with the following formula:

$$\text{Part-time salary} = \frac{(\text{TLU})(\text{L})(\text{S})(\text{AF})}{(4)(52)} \quad \text{where}$$

TLU is the semester average weekly assigned number of Teaching Load Units

L is 17 weeks for normal course offerings, except for extended semester course offerings where L is 18 weeks and 21 weeks for the Fall and Winter semesters respectively. These periods include preparation, delivery and final examination time.

S is the appropriate full-time annual salary

AF is the appropriate salary adjustment factor. The salary adjustment factor shall have the following values and shall be applied on a course by course basis:

- Laboratory or seminar instruction only AF = 1.33
- Lecture instruction only AF = 0.89
- Any combination of lecture with laboratory or seminar instruction AF = 0.89

III. Who Gets the Work?

Departments must follow the following order when recommending an employee to teach a summer session course.

A. Continuing Employees in seniority order (CA 14.11):

The collective agreement gives a right of first refusal for summer session term appointments to continuing (full-time, part-time and partial-load) employees in the department.

B. Term Employees with Rights of Accrual (CA 13.5):

Summer Session work is excluded as a means of accrual for the purposes of gaining a full or a part time continuing position, but not as a seniority right for access to the work. If there is more than one term employee with accrual rights then a Departmental selection committee will determine who will get the work.

C. Former Term Employees (CA 14.10):

14.10 Term Appointment Offered to Former Term Employee

A former term employee without rights of accrual may be offered a new term appointment provided the employee has given satisfactory service and the designated supervisor and the department are in agreement. In accordance with clause 34.1, former refers to a term employee who has been employed within the previous 24 months. It is the obligation of the term employee to provide OC with updated contact information.

D. Employees selected by Open Competition