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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

Council:

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Member, <i>ex-officio</i>	John Pugsley		

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.

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

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.

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

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.

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 memten0on oknal m4 43w 0 T

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.

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

SUMMER SESSIONS I

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