

## Inside this Issue:

- 2 Scheduled Development - It was not forever thus
- 4 Contract Management: Know Your Rights!
- 4 Office Renovation Update
- 5 Negotiating Corner

## From the Executive

Kelly Pitman, CCFA President

Hello, friends.

Thanks to all of you who attended the AGM and lunch on May 13. It was a productive meeting, and we even had some laughs. For those who couldn't be there, your colleagues approved continuing our contributions to the daycare, reducing the number of required general meetings from two per term to one per term, and setting aside funds for a renovation of the CCFA office (Y221). The renos will start in early June, so you will find that Erin and Peg will be working from Y222 much of that month. We will make sure to let you know where and when you can find us during this time. When we return in September, the CCFA will have a more professional and ergonomic office that actually has room for visitors. We are happy about this change and hope you'll all come by to see the results.

Thanks, by the way, to Susan Johnston and Paula Young, who chaired the nominations committee and chaired the elections part of the AGM with efficiency and style. The results of the elections for the 2013/2014 year, in case you missed them, are as follows:

President:	Kelly Pitman (c'est moi)
Vice-President:	Mark Kunen
Chair, Contract Negotiations:	Judith Hunt
Chair, Contract Management:	Debbie Gascoyne
Chair, PD Committee:	Jacque Conway
Treasurer:	Leelah Dawson
Secretary:	Bronwen Welch
Members at Large:	Patricia Gaudreault Pasquale Fiore Tom Rippon

## CCFA Executive

[Kelly Pitman](#), President  
[Mark Kunen](#), Vice President  
[Paula Leweke](#), Secretary  
[Al Morrison](#), Treasurer  
[Debbie Gascoyne](#), Chair, CMC  
[Judith Hunt](#), Chair, CNC  
[Kathy Lokhorst](#), Chair, PDC

**Members at Large:**  
[Leelah Dawson](#)  
[Bronwen Welch](#)  
[Patricia Gaudreault](#)

**CCFA Office:**  
[Erin Waugh](#), Admin Assistant  
[Peg Ford](#), Clerical Assistant  
[www.camosunfaculty.ca](http://www.camosunfaculty.ca)

Thanks to everyone for stepping up. Also a big thank you to Paula Leweke, Al Morrison, and Kathy Tarnai-Lokhorst, who have served on this committee with so much thoughtful commitment and who now move on to other adventures.

The day after our AGM, ten CCFA members went to Nanaimo to attend the FPSE AGM. Your delegates, besides me, were Jan Cohen, Debbie Gascoyne, Candace Fertile, Blair Fisher, Debbie Hlady, Judith Hunt, Mark Kunen, Phyllis Manchester-Duvall, and Tom Rippon. The AGM addressed the usual business, including bylaw changes and executive elections, and voted on many motions. Your local was responsible for one motion that amended FPSE policy so that the dependent care expenses that FPSE reimburses to people attending FPSE events go beyond childcare. Many FPSE members have other dependents, such as ailing parents, to care for, and we wanted to ensure that these members do not face a barrier to participation due to their family situations. We were also happy to second the motion that our own Candace Fertile become the next FPSE-appointed Pension Board Trustee. Candace has been on the Pension Advisory Committee for some time. Next year she will shadow an outgoing board trustee and the following year she will take up that position. Candace

is knowledgeable, practical, and smart, and we're proud to have her in that role. Beyond the usual business, the AGM addressed several topics, including discussions of two recent FPSE reports: one on ESL education in BC (<http://www.fpse.ca/files/attachments/ESL%20Caucus%20Report%20130522.pdf>) and another on the implications of the elimination of mandatory retirement ([http://www.fpse.ca/files/uploads/060329man\\_retire.pdf](http://www.fpse.ca/files/uploads/060329man_retire.pdf)). These are both worth reading, as they explore topics that are relevant to all areas of our work and to the future of post-secondary institutions in this province.

As well as these discussions, we had an interesting presentation from the Canadian Labour Congress on union members' attitudes toward their unions and on government moves to limit participation in unions. This presentation made me realize how important it is that I take more time to connect with you all. As I sit with other negotiating committee members at the bargaining table this month and watch what's going on around the province, I have become even more aware of moves by employers to cut or limit our benefits and to use "pension envy" to undermine the way our fellow British Columbians see us. I have also become more thankful for the work that past negotiating committees have done. Whether we're taking our kids to the dentist, having to use our sick leave, accessing the PD fund, using our SD time, defending our academic freedom, or finally collecting the pension at the end of the rainbow, we're enjoying benefits that took years to achieve. On top of that, when I consider the rights we have to a fair appraisal process, to a substantial vacation, to representation in employer/employee conflicts, to protection of our work from contracting out, and to reasonable and careful handling of work reductions, I am grateful. This should be the standard for everyone. I remember well the ways in which some people attacked Canada Post workers when they were locked out during negotiations. Comments on on-line news stories tended to slam the workers for the rights they had that others didn't had. I thought then, and think still, that we get nowhere by wanting people pulled down to some minimum level. Instead of criticizing people who, like us, have decent rights, perhaps we should support other groups attempting to get equivalent protections.

On the local front, I continue to represent your interests on the Infoslem Scheduling Committee and the Hiring Committee for Dean of Arts and Science, as well as at numerous meetings with admin and in reports to the Board of Governors. I am not sure that all members of the board actually read those reports, but I put my heart and soul into them anyway, hoping that I might nudge a thought here and there, and knowing that I represent you. The last board report was intended to highlight your development work and note again that despite our professional expertise and love of the college, we remain excluded from so many important committees at the college. You can read it [here](#):

I am away from the college on PD from June 5-10. Mark Kunen will be acting president in my absence. In the meantime, please send me your thoughts, queries, complaints, and praise. I always love to hear from you. And for those of you on SD projects, we'd welcome short pieces (500 words max) on what you've accomplished or achieved or learned. The Confluence seeks to celebrate you as well as inform you, so tell us what you're up to.

## *Scheduled Development - It was not forever thus*

*by Mark Kunan, Vice President*

If you are a probationary or continuing faculty member, you are entitled to Scheduled Development time, but it was not always so.

People who have joined the CCFA since 1994 may take Scheduled Development time for granted as a valuable opportunity for professional, instructional, and organizational development. Yet, for the first 23 years of the college's existence faculty members had no clear entitlement to significant chunks of time for development work. Practices differed from year to year and from assignment to assignment through the 70s.

The first CCFA collective agreements, signed in the early 1970s, indicate that many, though not all, faculty assignments required two semesters of teaching along with two months of vacation and two months during which faculty members could be directed by the college to work in one

of the following areas:

- Student advisement
- Institutional research
- Program development
- Community service
- In-service training
- Preparation for courses
- Teaching Spring or Summer term (normally one course only)

Approximately one-third of the instructors per year were approved to be off campus for those two months to pursue (and, we hope, catch) an approved pd project.

Since at that time faculty members were hired on either one or three year contracts (no continuing appointments), one can imagine that work during these two

non-teaching months contributed to decisions on re-hiring. The range of tasks available for assignments reads as a precursor for the breadth of options available to faculty members for current SD work.

With the 1981 CCFA Collective Agreement, continuing faculty members (no more three year contracts!) gained a right to two months of professional development time every five years. They were also obligated to document pd activities for each five-year period. Although it was possible for instructors to apply for additional release time for course or program development, the granting of such time was unpredictable. As a result, patterns of non-teaching time for faculty development were uneven. Some departments stuck to the college's original pattern of eight month teaching assignments. Others offered courses in the spring and summer. Typically instructors in those departments were assigned one course in one of these abbreviated semesters. Other departments ran full instructional programs for nine to twelve months. In this environment, many instructors had no experience of two months free of regular duties outside of vacations. The two months of PD every five years appeared as oases in a desert.

Talk of "the Camosun Way" was common in the 80s and 90s. The idea was that Camosun was different from other places - more collegial, with a flatter administrative structure, a belief in teaching by administrators, and even an open door to the president's office. Maybe, but Camosun also differed from other colleges in requiring part or full teaching assignments 10 months of the year. It was common to hear faculty members noting (okay, complaining) that everybody else got paid for two months of non-teaching time every year. The situation was not that clear cut. At other colleges, "everybody else" may have included mostly or only UT faculty members while ABE, ESL, and vocational faculty members were either not unionized or were represented by other unions and did not have "two months off" for development. Nevertheless in the mid-80s CCFA negotiators began to seek to expand development time for all faculty members.

Difficult negotiations that presented hard choices for CCFA negotiators and members followed. Ultimately, these rounds of bargaining resulted in the current SD pattern. The first improvements took effect in 1988 when the administration agreed to three levels of entitlement to

PD: one two month period in the first five years of work, 12 work days per year to a maximum of 60 days in years 5 to 10, and 14 work days per year to a maximum of 70 days for people with 10 or more years of employment. The latter pattern amounted to two months for PD every three years. It seemed a breath of fresh air. The first hard choice: in exchange for the increased pd, the CCFA agreed to let go of the right to payouts for unused sick leave at retirement.

The major breakthrough came in the 1992 round of bargaining, the last time the CCFA bargained on its own rather than as part of a provincial consortium. That bargaining period lasted two years and resulted in a clear entitlement to development time for all continuing and probationary faculty members (as well as improved regularization provisions). The program, then called Faculty Development, included a right to PD time as well as assured access to time for instructional and/or organizational development. The right of faculty members to initiate and propose their own development projects was a cornerstone of the program and remains today. The CCFA membership valued this expanded development time enough to vote overwhelmingly in favour of accepting two years without a salary increase in order to gain the development time. Zero and zero was just fine that time.

Minor adjustments have been made to the faculty development program over the last decade. The CCFA accepted the concept that the scope of each year's development time depends on the period of employment in the preceding year (with some exceptions), leading to the possibility of reduced periods of SD following unassisted leaves of absence. Also, the CCFA agreed to the new name, Scheduled Development. The reason for the name change remains obscure to me, but a rose is a rose.

I hope you'll take a moment to reflect on your union's efforts over the years to secure and defend your right to SD. It is doubtful that employer's bargainers ever came to the table with the idea of offering more development time to faculty members. Your right to SD is the direct result of the determination and creativity of a succession of union bargainers and of the values that guided CCFA members in their choice of bargaining priorities.

Mark Kunen



Seniority is one of the most basic and profound of labour union concepts, yet you may be surprised to know that it doesn't have as many applications under the collective agreement as it may seem to according to the number of unofficial uses to which it is put.

Fundamentally, seniority is about layoff protection; in the case of a layoff it will almost always be the least senior member who has to go. (The only exception to this is in a case where someone with lower seniority is the only person qualified to teach a course upon which the department's program depends). Seniority is also used in the bumping process, although qualifications have to be taken into account (we would not, for example, normally expect someone with a Chemistry degree to have a graduate degree in Philosophy).

The concept of seniority is also applied in the rules around right of first refusal (see clause 2.01), although in this case again it is trumped by qualifications. Seniority -- or time served in the case of term instructors who do not technically "have" seniority -- is the tie-breaker in situations where two individuals have refusal rights and are equally qualified for a position, and for determining priority when a position is available for more than one faculty member with equal rights under clause 1.04 e.

And that's it. Really. So what about all the other ways seniority is applied around the college: everything from office allocation, to which campus you work at, to which courses you are assigned to teach? Well, those are all areas where usually (unfortunately, not necessarily) by mutual agreement, departments or schools have chosen to apply a concept that began with layoff language to make what seem to be "fair" rules by which these decisions can be made. And usually the union does not interfere with those departmental or school decisions.

However, things are not always that simple. When it comes to office or campus allocation, seniority may be outweighed by some need for accommodation. In some departments, lack of seniority may mean that the last person regularized always gets the courses or times that no-one else wants. The workload provisions of the Collective Agreement do take the nature of the assignment and number of preps into account. It may be a problem if lack of seniority results in one person having many different preps in a relatively short period of time, when the most senior person in the department teaches the same thing every year. In cases like these, if asked, we may ask the chair or the dean to look again at the practice.

In other words, the only areas where seniority is actually sacred is in layoff language and as a tie-breaker in refusal rights. The "rules" of seniority as they are applied in examples like the ones I've mentioned have come about through practice, but practice could in these instances be changed. It might be a contentious issue to discuss as a department or school, but I would dare to suggest that it might be a healthy discussion, and one that might result in a practice that is more fair and equitable than the one currently in place. Think about it; talk about it. Departments don't have to "change everything," but a few small changes might make a happier and healthier workplace, especially for those less fortunate in the "seniority sweepstakes." And if you feel that your lack of seniority is affecting your workload and working conditions, come and talk to the Contract Management Committee -- we may be able to help.

## Office Renovation Update

As Kelly mentioned, the membership approved money to renovate the CCFA office. Renovations will (all things being equal) commence on June 5 (the office will be closed as of that afternoon). We will be working from Y222 for the duration of the renovation, so we hope you'll bear with us while we live in disarray. PD Claims will be processed as they come in during the summer and applications will be processed as usual for the remaining meetings in June, as well as for the mid-summer meeting, yet to be scheduled.

will be in one room while we are in the other. Office hours will be posted so you know when we are about if you have any questions you need answered in person. It would be most helpful if you drop your envelopes in our Fisher Building mailbox rather than sliding them under the door as we'll be sharing the office among 3 or 4 of us.

In the fall, we'll put on a bit of an open house so you can visit us and see the fresh new space. We hope you have a great summer.

All other questions should come via email: our phones

Erin & Peg.



Bargaining for this round is done!

The Contract Negotiating Committee and the college administration signed the tentative 2012-2014 collective agreement at about 2:30 this past Thursday. It wasn't an easy round considering the government's co-operative gains mandate, but as you know, we are getting a salary increase, and we have made some small improvements. We will hold a meeting on Monday, June 17th at 3:00 for the ratification vote, which will apply to both the template table provisions bargained provincially in February and to the changes to the local agreement negotiated over the past two months.

Here is a summary of the template table agreement:

Four 1% salary increases that take effect on January 1, April 1, and September 1, 2013, and January 1, 2014.

Harassment-prevention training for faculty and participation in a joint FPSE/PSEA committee to discuss harassment investigators and interpersonal conflict and bullying.

A memorandum of understanding on expedited arbitration which places some limitations on taking grievances to full arbitration.

An agreement to revert any unused money in the Common 0.6% PD fund to the employer at the end of each fiscal year (not including the accumulated funds from previous years).

Here is a summary of the changes to the local agreement:

- Clause 1.02 – Term Appointments: The addition of salary bridging language for term instructors working two terms in a row. Although the practice of paying instructors between terms at the percentage of the second term already existed, there was no language that covered this.
- Clause 3.02 – Layoffs: The composition of the committee that would look at an instructor's qualifications in the case of a possible bumping or transfer due to layoffs was simplified without changing the number of faculty members or administrators.
- Clause 4.04 – Initial Placement Procedure: We have a letter of agreement which expires March 31, 2015 that allows the college to waive a new faculty member's initial placement cap in certain circumstances if they inform the union in writing.
- Clause 6.06 – Term of Office of Chairs: When a Chair position is vacated, the Dean, in consultation with the department, may choose to appoint the replacement Chair for any period of time between the remainder of the existing three-year term and three years.
- Clause 10.01 (a) Entitlement to Scheduled Development Time: All faculty members need to have been employed as term, probationary, or continuing faculty by September to be eligible for SD in the following development year. This creates equity among new continuing or probationary faculty members for SD, whether they are converting from term or not.
- Clause 10.01 (c) – Reductions in Scheduled Development Time: Faculty members with a reduction in SD due to a voluntary unpaid leave of absence may be required to spread their reduced SD over their regular SD period (for example, a reduction of one month could result in two months of SD taken at 50%).
- Clause 10.01 (d) – Planning of Scheduled Development Activity: SD deadlines will be pushed back two weeks at the beginning of the year to allow more time for all involved. Intentions and proposals will be due to Chairs on Feb. 1st rather than Jan. 15th and to Deans or Directors on Feb. 15th rather than on Feb. 1st, with their formal response due on Mar. 15th.

- Clause 16.02 – Occupational Health and Safety: New language clarifies that an employee may refuse to perform work he or she reasonably considers to be unsafe without first having to inform a supervisor or health and safety person without loss of pay, benefits, or seniority.
- Clause 17. Benefits. Extended Health Benefits: Hearing aid coverage will be increased from \$600 every 60 months (as stated in the common agreement) to \$1000 every 60 months.
- Clause 34. No Discrimination or Harassment: We have new language that covers harassment where none existed before: “The College and each member of the College community are responsible for creating and maintaining a working and learning environment free from discrimination and harassment.”
- Letter of Agreement: Alternative Transportation Dividend: The committee resulting from this letter will attempt to negotiate an agreement in the next six months for an alternative transportation dividend for employees who decline parking. The committee will have environmental sustainability and cost neutrality as its objectives. The agreement will require ratification by the membership.

#### Other Information

Although we tried to get better coverage for eyeglasses and paramedical services such as physiotherapy and acupuncture, and improved benefits for term and post-65 employees, these would have had to be funded through giving something else up, which we thought inadvisable to do. We also tried to add language about rescinding lay-offs, to make improvements around regularisation practices, and to get better conditions for part-time employees (such as annual increments and payment of professional fees), but none of these were possible this round in part because of their cost, and in part due to lack of interest on the part of the employer.

Conversely, we fought back on proposals from the employer that would have reduced our rights, such as bridging between term appointments at the lowest employment level, shorter lay-off times for employees in positions paid for through external funding, new categories for hiring into term rather than continuing positions, and the obligation to choose organizational and instructional SD projects from a dean’s list.

During negotiations, while trying to get better access to Camosun courses for faculty, we were informed that there is a policy (not stated in the collective agreement) that allows continuing and term college employees with extended or repeating terms to take two credit courses per term without paying tuition fees. This is in addition to the 50% discount that we get on some continuing education courses. See this link for details: [http://intranet/\\_hr\\_/employee\\_resources/StaffPDFunding.php](http://intranet/_hr_/employee_resources/StaffPDFunding.php)