

CHAIRS' GUIDE TO THE COLLECTIVE AGREEMENT



This guide was written to assist faculty members and especially department chairs to understand the duties and responsibilities of departments as stipulated in the 2022-25 Okanagan College Collective Agreement should, both as a faculty member and as a chair, **read your entire CA**, we review below some of the articles most frequently involved in exercising departmental and chair duties.

CONTENTS

Understanding your role²

Article 29: Departments and Department Chairs²

Clause 29.4: Department Chairs²

Clause 29.5: [Chair] Selection Procedure²

Other relevant articles²

Article 13: Selection of Employees²

Clause 13.1 defines the four categories of employees recognized by the CA:²

Clause 13.3: Campus Assignment²

Clause 13.4: Appointment Process³

Articles 13.5-13.8 describe working conditions for part-time continuing members.³

Article 14: Right of Accrual³

Clause 14.1.3 describes the process by which term members acquire ROA.³

Clause 14.1.3 describes the duties of the dept when considering a candidate for ROA.³

Article 15: Selection of employees³

Clause 15.1 determining the need for a new position and the qualifications³

Clause 15.2.2 composition and structure of faculty selection committees.⁴

Clause 15.3 lists the exceptions to the Open Competition Process noted above.⁴

Clause 15.4 conditions under which the employer may hire in emergency situations.⁴

Clause 15.5 list the order in which open positions are filled.⁴

Clauses 15.4-15.10 Exceptions to an Open Competition⁴

Article 19: Workloads for College Professors⁴

Clause 19.1 describes the assignment of duties to College Professors.⁵

Clause 19.2 requirements and duties of Departments in determining workload⁵

clause 19.2.3 limit the number of new preparations⁵

clause 19.2.3 Explanation to Department for rejected workloads from Dean⁵

clause 19.3-19.4 Measures and limits on workloads⁵

Clause 19.5 sets forth the rules regarding class sizes.⁵

Article 20: Workloads for Non-instructional⁶

clause 20.3-20.5 Non-Instructional Workload conditions⁶

Clause 20.6 conditions and salary formula for Non-Instructional Overloads.⁶

Article 21: Special Courses⁶

Clause 21.4 Special Courses⁶

Article 38: Application of Salary Scale⁷

Clauses 38.1 to 38.5 determining step placement on the salary scale.⁷

Clauses 38.4 Higher Initial Salary Placement possible.⁷

UNDERSTANDING YOUR ROLE

ARTICLE 29: DEPARTMENTS AND DEPARTMENT CHAIRS

Article 29 lays out the duties of departments, department members, and department chairs. The department is the authoritative body in setting departmental policies and procedures as well as the recommended Education Plan, workloads, and teaching schedules. All department members have full voice and vote in departmental decisions apart from chair elections and recall for which only continuing members may vote but all members have voice. The list of departments recognized in the CA are listed in Appendix B.

CLAUSE 29.4: DEPARTMENT CHAIRS

Department chairs have additional duties as outlined in this clause. The Chair is not a supervisor; chairs, like all faculty members, are workers as defined in the Labour Relations Code. The Chair is a representative of the department and acts on behalf of the department. All direction to department members comes directly from the Dean or associate Dean, not the Chair. The clauses in Article 29.4 outline the responsibilities of the Chair, notable among them is enforcement of departmental policies, College policies, and CA provisions as well as maintaining professional standards, among others.

Departments develop and policies on class sizes and department voting procedures.

CLAUSE 29.6: CHAIR SELECTION PROCEDURE

Clause 29.5 details the chair selection process. Clause 29.5.2.d allows departments to choose an alternative process for selecting a chair. The Association advises departments to use the process already in Article 29.5. On rare occasions, departments rely on this language to simplify the election process, e.g., to allow voting by email, but it is not recommended.

OTHER RELEVANT ARTICLES

ARTICLE 13: SELECTION OF EMPLOYEES

CLAUSE 13.1 DEFINES THE FOUR CATEGORIES OF EMPLOYEES RECOGNIZED BY THE CA:

- Full-time Continuing
- Part-time Continuing
- Full-time Term
- Part-time Term

Note carefully clause 13.1.2.3. Term positions can only be created to meet one or more of the needs listed in clause 13.1.2.3. A priority for the Association is the prevention of term-limited and part-time work. Clause 13.1.2.3 places clear limits on when the employer may create term positions. Chairs are central to the Association's ability to enforce this clause. If you are concerned that a term position has been created outside these criteria, contact your steward to report the possible violation.

CLAUSE 13.3: CAMPUS ASSIGNMENT

All members must be assigned a home campus. Continuing members are assigned a home campus for the duration of their employment—unless a voluntary or involuntary transfer to another campus is approved (see Article 42). Term members are assigned a home campus for each contract. As a result, it is possible for a term

member's home campus to change from one semester to another if separate contracts are issued for each semester.

CLAUSE 13.4: APPOINTMENT PROCESS

13.4 describes the appointment process for initial hires, continuing, and term employees as well as the process for subsequent term appointments. Please note that article 13.4.4 deems an offer valid if it is sent to the employee's OC email address. Chairs should inform members that they should continue to monitor their OC email for offers of work.

ARTICLES 13.5-13.8 DESCRIBE WORKING CONDITIONS FOR PART-TIME CONTINUING MEMBERS.

Chairs should familiarize themselves with these conditions. 13.9 specifies the details for cross-appointments (appointments to two or more departments simultaneously).

ARTICLE 14: RIGHT OF ACCRUAL

Article 14 describes right of accrual (hereafter ROA), how it is acquired, and the rights and responsibilities of those who have.

ROA is the right to be offered and accept work at OC. Such a right is specific to each department and each campus. If a member has acquired ROA in department A on campus B, they have a right to be offered and accept work only in department A on campus B. They do not have ROA in any other department or for work in Department A on any campus other than campus A. ROA can be acquired on multiple campuses (in a department) if the member has taught on the campuses in question.

CLAUSE 14.1.3 DESCRIBES THE PROCESS BY WHICH TERM MEMBERS ACQUIRE ROA.

Note that ROA is acquired when rehired as a term employee the first time *after* the member has earned 8 or more TLUs. If a term member who is eligible for ROA applies for a continuing position, no ROA review is triggered and the member retains their ROA status if they are unsuccessful in being appointed to the continuing position.

CLAUSE 14.1.3 DESCRIBES THE DUTIES OF THE DEPT WHEN CONSIDERING A CANDIDATE FOR ROA.

Chairs should provide a copy to and review these directions with the selection committee prior to first its meeting.

ARTICLE 15: SELECTION OF EMPLOYEES

The creation and structure of selection committees for faculty positions is contained in Article 15. Once the need for a selection committee is determined in accordance with clause 15.1, a committee shall be struck using the directions in clause 15.2.

CLAUSE 15.1 DETERMINING THE NEED FOR A NEW POSITION AND THE QUALIFICATIONS

Details the role of departments in determining the need for a new position and the qualifications required for a candidate to be eligible for it. Chairs should review the posting for a position before it becomes public and confirm it reflects their department's recommendations. If not, they should consult with their designated supervisor about any discrepancies. If you are not satisfied with that consultation, contact your steward.

CLAUSE 15.2.2 COMPOSITION AND STRUCTURE OF FACULTY SELECTION COMMITTEES.

Sets the requirements for the composition and structure of faculty selection committees. Every time a selection committee is struck, chairs should review clauses 15.2.1 to 15.2.10 to confirm the selection committee complies with these provisions. If not, contact your steward immediately. The structure of selection committees outlined in the Agreement is designed to assure faculty dominate the committees and reflects on of the most important aspects of Collegial Governance.

Okanagan College is, as of the publication date of this document, developing a set of Guidelines for the inclusion of indigenous faculty and community members on faculty selection committees in cases where the position involves substantial indigenous content. This Guide will be updated when those Guidelines are published. In the interim, the Association has an informal understanding that in such cases we will work with the employer to facilitate inclusion of indigenous committee members on a case by case basis. Please contact your steward if you believe this applies to a selection committee your are forming.

CLAUSE 15.3 LISTS THE EXCEPTIONS TO THE OPEN COMPETITION PROCESS NOTED ABOVE.

This includes emergency hires, part-time work assumed by continuing faculty, work assumed by members with ROA, work during the Summer Session, work to be done as a Research Associate, and renewal of work by Distance Education Tutors.

CLAUSE 15.4 CONDITIONS UNDER WHICH THE EMPLOYER MAY HIRE IN EMERGENCY SITUATIONS.

Please note that an emergency hire is defined as one where there is insufficient time to post the position for the required minimum 14-day period prior to the commencement of work. Chairs should not agree to allowing an emergency hire if that condition is not met. If the employer requires an emergency hire that does not meet that condition, the employer must approach the Association to seek agreement to waive this requirement on a without precedent and prejudice basis. If the employer appoints a person to a position on an emergency basis without complying with this condition, contact your steward.

CLAUSE 15.5 LIST THE ORDER IN WHICH OPEN POSITIONS ARE FILLED.

Follow the defined order.

CLAUSES 15.4-15.10 EXCEPTIONS TO AN OPEN COMPETITION

The remaining clauses (15.4 to 15.10) describe the conditions that apply to each of the exceptions to an Open Competition.

Please note that if any member is appointed to a position without an Open Competition, chairs should review these clauses to assure the Agreement was followed. As usual, if not, contact your steward.

ARTICLE 19: WORKLOADS FOR COLLEGE PROFESSORS

Determining workloads for College Professors is one of the most important elements of instructional Chair duties. The language in Article 19 reflects the importance of Collegial Governance at any post-secondary college in BC (See Colleges and Institutes Act). A long history lies behind the importance of Collegial Governance that is beyond the scope of this document. But the Association is strongly committed to protecting these rights. Chairs should be as well.

CLAUSE 19.1 DESCRIBES THE ASSIGNMENT OF DUTIES TO COLLEGE PROFESSORS.

The designated supervisor is the final authority in the assignment of workloads. Departments must approve a recommended workload to the designated supervisor. If the workload assigned by the designated supervisor is not the workload recommended by the department, that will trigger clause 19.2.2 (see below). Chairs should review the differences in the final workload assigned to assure it complies with the Agreement. If not, or if a Chair believes the workload assigned is not “fair and equitable” (clause 19.1.2), please contact your steward.

CLAUSE 19.2 REQUIREMENTS AND DUTIES OF DEPARTMENTS IN DETERMINING WORKLOAD

Clause 19.2 outlines the requirements and duties of Departments in determining each department member’s workload. Of special note, chairs should review clause 19.2.1. This clause reviews the elements that determine if a workload is “fair and equitable” including, but not limited to:

employees’ requests; the number of courses new to the employee; the total number of students; the number of new course preparations; required travel; pedagogical considerations; class timetabling; program needs; teaching workloads in previous years; independent study courses; thesis supervision; demands of alternative teaching and evaluation methodologies; and other assigned duties. (CA language)

CLAUSE 19.2.3 LIMIT THE NUMBER OF NEW PREPARATIONS

Note clause 19.2.3 which says Departments should limit the number of new preparations to College Professors on probation (which includes all term members and continuing members in their first two years of employment—see Article 16).

CLAUSE 19.2.3 EXPLANATION TO DEPARTMENT FOR REJECTED WORKLOADS FROM DEAN

Clause 19.2.2 requires that a designated supervisor, should they reject a department’s recommended workload, provide an explanation to the Department and an opportunity to recommend an amended workload. If no agreement can be reached, the designated supervisor shall make the final determination. Should an impasse be reached, and the designated supervisor assign a workload not recommended by the Department, Chairs should contact their steward.

Departments should consider andragogical needs when recommending a workload/schedule. For a full-time member, the maximum workload that may be assign is 8 TLUs. That maximum may, however, not serve students best. Departments may recommend a workload that includes some individual workloads that fall below the 8 TLUs maximum if they believe that is best.

CLAUSE 19.3-19.4 MEASURES AND LIMITS ON WORKLOADS

Clauses 19.3 and 19.4 define how workloads are measured and the limits on a workload that may be assigned to a College Professor. Departments should review these requirements each year when preparing a workload to recommend to the designated supervisor.

CLAUSE 19.5 SETS FORTH THE RULES REGARDING CLASS SIZES.

Departments should pay close attention to class sizes as they directly affect how “fair and equitable” a workload recommendation is. Departments may and usually do establish Department policies on class sizes. The Association recommends all Departments do so.

ARTICLE 20: WORKLOADS FOR NON-INSTRUCTIONAL

As with workloads for College Professors, as per clause 20.1, workloads for non-Instructional faculty are assigned by the designated supervisor. Assignment of Non-Instructional workloads must be done in consultation with the member and their department or Area.

CLAUSE 20.3-20.5 NON-INSTRUCTIONAL WORKLOAD CONDITIONS

Clauses 20.3 to 20.5 describe the conditions that govern the workload for the various non-instructional categories. Departments should review these conditions each year when preparing their recommended workload.

CLAUSE 20.6 CONDITIONS AND SALARY FORMULA FOR NON-INSTRUCTIONAL OVERLOADS.

Contact the Chief Steward to get clarification to understand the conditions and salary formula for Non-Instructional Overloads if you need any questions or clarifications.

ARTICLES 19 AND 20

When department are preparing their workloads and face reductions of any sort, chairs should directly request from their supervisor an explanation for the reductions. Moreover, if the justification is low enrolment or budgetary constraints, request further details and inform the Union accordingly. The obligation of the Union is to protect the work of all our members, and it can meet that obligation best when departments keep the Union informed of workload reductions.

ARTICLE 21: SPECIAL COURSES

Article 21 specifies the four categories of Special courses and the conditions under which member may accepts such work. This includes Directed Studies, Summer Session courses, External Studies, and Special Courses (courses with alternative delivery methods—online, hybrid, etc.).

CLAUSE 21.1 DIRECTED STUDIES

Directed Studies courses are special courses where *up to four students* are conducting research, performing a literature review, or where a pre-existing course requires additional supervision by another faculty member (21.1.1.1, 21.1.1.2, 21.1.1.3). The employer cannot assign such courses without the consent of the Department and the member selected to do the work.

Chairs should be aware that pursuant to clause 21.1.3 such courses have no workload credit. As such, departments should avoid proliferation of Directed Studies courses, Please note that the Agreement does not allow more than four students in a Directed Studies course nor can this provision be waived.

CLAUSE 21.4 SPECIAL COURSES

The employer has indicated a growing interest in offering courses with alternative delivery methods. Special courses are governed by clause 21.4. Though the language in 21.4 is sparse, its meaning is clear:

- Special Courses cannot be assigned to continuing members. For a continuing faculty member to teach a Special Course, there must be agreement between the Dean, Department, and the member asked to teach the course. If any of those parties refuse the suggestion, the course section cannot be assigned to that member.



- The Agreement anticipates that Special Courses may require additional work to prepare and teach, including preparation time, technology arrangements, etc. As such, the TLU value assigned to a Special Course is to be negotiated by the three parties (Dean, Department, member). The College cannot impose a TLU value. The employer can refuse to run the Special Course at the TLU value the Department or member requests, but if so, and the Department and the member refuse to teach it for the value the Dean has proposed, then the Special Course cannot be assigned to that member.
- The Association strongly recommends, as part of the negotiation process between the parties, that Departments insist that Special Courses have class size limits applied that match those recommended by departments for the course when it is taught in person. That varies by department, but rarely exceeds 40 students, and in some cases is as low as 20. If the College requests sections to have higher class sizes, refuse the work or negotiate a pro-rata increase in the TLU value.
- Departments should also consider the impacts of programming on the Penticton, Vernon, and Salmon Arm campuses. The Association contends that we have an obligation to best serve our students on all four campuses. Some proposed workloads of which we have become aware may prevent us from meeting that obligation.

In addition to local Article 21.4, Common Agreement Article 6.6 stipulates further provisions for the offering of Special Courses, Chairs should review clauses 6.6.1 to 6.6.9.

ARTICLE 38: APPLICATION OF SALARY SCALE

Placement on the salary scale (*see* Appendix A of the Agreement) is determined by the clauses in this article and the final decision of the step on which a member is placed is determined by the employer. Chairs, however, should pay close attention to where their department members are placed on the scale, when possible.

CLAUSES 38.1 TO 38.5 DETERMINING STEP PLACEMENT ON THE SALARY SCALE.

Chairs should review the step placement of each new term hire and each new term member (38.1) converting to a continuing appointment (38.2) to assure they comply with clauses 38.3-38.5.

CLAUSES 38.4 HIGHER INITIAL SALARY PLACEMENT POSSIBLE.

Please note that article 38.4 allows a higher initial placement than suggested by clause 28.3 only in exceptional circumstances. Chairs should inform the Association when a member is placed higher on the salary scale than it anticipated by clause 38.3. It is the duty of the Association to confirm that the decisions of the employer do not violate Article 9 (Local Agreement) and Article 2 (Common Agreement): No Discrimination. Exceptions to clause 38.3 should always be reviewed by the Association to protect against any discrimination in step placement.

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