



KFA Acts

promoting the welfare, professional interest, and working conditions of KFA members

Protecting Members' Rights

This past year the KFA has continued to protect members' rights through grievances and arbitrations, and we have tried to improve our working conditions, rights, and compensation through bargaining.

Our Collective Agreement Rights

When we began bargaining in May 2010, we were hampered in moving forward by the employer's insistence that our bargaining and collective agreement rights were limited by the powers of Senate. We reached the point where we had to act to protect those rights when the new matrix, passed by Senate but never approved by the Board, was implemented without any negotiations with the KFA. We filed a complaint of unfair labour practice with the BC Labour Relations Board in July. The submission by the Post-Secondary Employers' Association (the employer bargaining agent for all public colleges, special-purpose teaching universities, and institutes in British Columbia) on behalf of Kwantlen argued that the matter was one of management rights, not Senate authority. The Labour Board agreed, indicating that this is a difference between the employer and the KFA to resolve through arbitration. We have asked for an arbitrator, but the employer is suggesting that this matter could be resolved at the bargaining table. We are not yet convinced that is the best route, but at least there is now a recognition that matters that affect our working conditions are indeed collective agreement issues, to be bargained or arbitrated.

Bargaining

Bargaining resumed April 12 and continues April 18 and 20, with further dates to be set. As we have reported, we have been able to settle housekeeping matters but little else. We have been

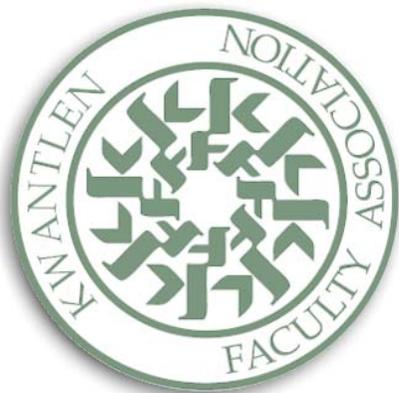
disappointed at the employer's clear "No" to including academic freedom language in the collective agreement. We have had some discussions about Continuing Education, but nothing has been settled at the bargaining table. We expect to hear more from the employer about workload issues in the next days of bargaining.

Our bargaining has not reached the point of impasse that it has at other bargaining tables in the province. No doubt you have heard about the strike votes taken at Vancouver Community College and Langara College and the four-week strike at Vancouver Island University, now to be resolved through mediation. These are difficult times for all of us, given the government mandate of "zero."

Arbitrations and Grievances

We have had two arbitrations, one to do with regularization and the other to do with maternity leave rights. In the first case, we were able to reach a settlement with the employer on behalf of the grievor, just before the arbitration was to begin. In the second case, we tried mediation instead of arbitration, but we failed to reach agreement, and we will be going to arbitration in September. This non-regular type 2 faculty member was denied maternity leave because she was not going to be available for work, a position we allege is a contravention of her rights with respect both to our collective agreement and Human Rights legislation.

Grievances have been filed on issues related to workload in two areas, layoffs, personal harassment, and contracting out, and we are hoping to achieve resolution, but the employer has been very slow on responding, probably because of all the upheaval in upper management and the imminent departure of the President.



Did you know?

- Did you know that vacation time is covered in the Collective Agreement under Article 12.12?
- Did you know that accountable and PD time are covered in the Collective Agreement under Article 12.01?

Time, Time, Time, see what's become of me...

Did you know there are three different types of time for faculty members: Accountable time, professional development time and vacation time?

Your collective agreement lays out what is included in the different types of time, and what you are responsible for.

Accountable Time

Accountable time makes up the majority of your working time, as a Regular or Non-regular Type 2 faculty member is accountable for 10 months of the year. Accountable time includes such activities as teaching, counseling students, participating on committees, and working on professional development, curriculum development, or program development. For accountable time activities other than teaching and professional development, you are expected to submit an activity plan to your administrator. Instructional faculty usually do so prior to their non-teaching semester. You are generally expected to be available to the University during your accountable time.

Professional Development Time

Within your 10 months of accountable time, all Regular and Non-regular Type 2 faculty members are entitled to 21 days of professional development (PD) time. You are expected to submit a plan of your professional development activities to your administrator one month beforehand (usually along with your accountable time plan). Your PD activities may include maintaining currency in your field or in instructional methods and technological developments, attending conferences or workshops, upgrading professional skills, and so on. You can access funding to

support your professional development activities through a number of avenues: the \$100 personal PD fund (yearly deadline March 15th), your faculty professional development committee, or the 0.6% institutional PD fund.

PD Carry-over

If the needs of the Employer result in your being unable to use all of your PD days, it is possible to carry over up to 10 days to the following year—only to be done with the agreement of the faculty member. During your PD time, you are not expected to be as available to the University as during accountable time, but you must be clear in your plans if you will be unavailable (i.e., out of town).

For both accountable and professional development time you should be preparing an annual report detailing your activities.

Vacation Time

The third type of time is vacation time: all regular and non-regular type 2 faculty are entitled to 42 days of vacation. Your vacation days are intended to be 24 hour days that are free from scheduled contact. For areas that offer continuous service throughout the year, faculty vacation requests and required levels of operation will be balanced. As with PD, if the needs of the Employer result in your being unable to take all of your vacation days in one year, you may carry over up to 20 days—with your agreement. You are not expected to be available to the University during your vacation.

Put an out-of-office message on your voice mail and e-mail ... and enjoy!

Some problems aren't black and white.

Sometimes we all could use a little help figuring out what to do next.

Union Counsellors are trained KFA members who provide peer support to fellow workers trying to cope with workplace, personal, or family challenges.



For confidential support:

604-599-3146
uc@kfa.bc.ca



Did you know?

- Did you know that faculty members' normal duties are covered in the Collective Agreement under Article 12.01?
- Did you know that regular and non-regular type 2 faculty members are paid on an annual salary basis (see Article 9)?
- Did you know that non-regular type 2 faculty have the same rights and obligations as regular faculty members (see Article 1.05(d)(ii))?

University Told to Pay Up

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By Mikael Swayze

On April 24, 2009, Lakehead University in Thunder Bay, Ontario, announced there would be a four-day shutdown in December 2009 that would result in reduced pay for all non-essential employees.

The faculty association grieved and an arbitrator has recently ordered the university to repay the lost faculty wages.

The association brought evidence from faculty members about the kind of work they do. It was clear that faculty members receive an annual salary and are expected to teach, conduct research, and fulfill administrative responsibilities. Faculty members are not paid on an hourly basis and have a great degree of control over scheduling of their working lives.

The consistent evidence was that they received their salaries for the duties expected of them and their duties were, with rare exceptions (teaching schedules), not tied to attendance at their workplace on specific days. Faculty members also testified that December is a busy month because of the requirements for grade submission and course preparation for courses starting in January.

The university's position was that it was in a state of crisis and that the executive committee made a decision that a four-day shutdown in December "would satisfy the requirement for a balanced budget and have the least impact on operations." The contract set out a process for lay-offs in the event that a

bona fide crisis exists. The university's evidence was that this was not a bona fide financial crisis affecting the long-term well-being of the university. Hence, those provisions in the contract were not followed.

The faculty association grieved the shutdown and met with their employer to explore alternatives. During these discussions, the employer admitted that an enrolment increase of merely 100 students would prevent the necessity for a shut-down.

The arbitrator concluded that "the collective agreement provides for the payment of annual salary and ... makes no reference to regular daily or weekly hours for faculty members." The arbitrator acknowledged that faculty members often work at times that the employer is closed and often work off-site as well. Faculty members receive no extra compensation for any of this additional work.

The arbitrator concluded by finding that the university was barred from reducing the salary of faculty members during the shutdown. Her analysis entirely turned on the fact that faculty members are paid an annual salary for annual duties. While the university clearly can determine when the doors are open and closed, this cannot have the effect of reducing a faculty member's pay.

This is a significant decision in the academic sphere. Industrial facilities frequently use shutdowns to impose reductions in annual wages and salaries. However, for faculty members, a shutdown cannot result in a loss of income.



Thinking about retirement?
Consider signing up for one (or both) of the upcoming retirement seminars:

Retirement Lifestyle

Planning: Friday April. 29, 9:00-12:00 pm, D128, Surrey Campus

There's More To It Than

Money: Friday April. 29, 1:00-4:00 pm, D128, Surrey Campus

Register by email to

Erica.Reimer@kwantlen.ca

Letters to the Editor?

Send them to Joel Murray, Joel.Murray@kwantlen.ca, with the subject title "KFACTS Editor."

Have you recently moved?

Be sure to let us know! Send an email to Erica.Todd@kwantlen.ca

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We're on the Web!

Visit us at:

<http://www.kfa.bc.ca>

Proposed Changes to the KFA Constitution & By-Laws

The KFA Constitution Review Committee has reviewed the Kwantlen Faculty Association Constitution and By-Laws and proposes the following changes, which are summarized as follows:

- Housekeeping changes, such as corrections to punctuation, rewording for clarity, and renumbering the clauses of the By-Laws.
- Addition to the purposes for which the Executive may call a Special Meeting (see By-Law #3).
- Classification of officials: "Table Officers" and "Other Officials" (see By-Law #6 and #7).

- Changes to the term of office of the Labour Management Relations Committee (LMRC) Representatives to one which begins on the date of the signing of a new collective agreement and ends on the date of the signing of a subsequent collective agreement, thus allowing LMRC to sit during bargaining (see By-Law #12).

Please see the proposed Constitution and By-Laws at www.kfa.bc.ca/2011agm.html to be approved at the upcoming Annual General Meeting on Wednesday, April 27.

Kwantlen Faculty Association

Annual General Meeting

Wednesday, April 27, 2011

3:00 to 5:00 pm

Room D128, Surrey Campus

Notice of Elections

Elections will take place for the following positions:

- **Table Officers:**
 - Vice-President—Grievances,
 - Secretary-Treasurer,
 - Member-at-Large
- **Committees:**
 - Union Counselling,
 - Disability Management and Rehabilitation
- **Executive Representatives:**
 - Science/Applied Science Studies/Horticulture,
 - Community & Health Studies,
 - Trades & Technology,
 - Ombudsperson,
 - Social Sciences,
 - Applied Arts,
 - Learner Support/Co-op

Download nomination forms at:

<http://www.kfa.bc.ca/2011agm.html>

BBQ to follow in the Cedar Building Courtyard