



February, 2006

On Stream

Newsletter of the Selkirk College Faculty Association

As a New Year Unfolds...

The winter term of 2006 seems to be unfolding with relative ease for most. The SCFA executive is busy wrapping up the old and planning for the, soon to come, new activities.

In recognition of our support of the BCTF job action taken last fall the SCFA has set up the "Solidarity With Teachers" bursary. The SCFA has contributed \$2500 that will be matched by the college. Contributions can be made through the Selkirk College Foundation at any time.

Our Collective Agreement expires on March 31st, 2007. In preparation for this, plans for Bargaining are being considered and the FPSE will host a Bargaining Conference in March, 2006, which Tracy Punchard, Lui Marinelli and I will attend.

-Sally Glock, VP Liaison

VP Contract Administration

Short Terms are people too!

Short-term contracts get offered for a variety of reasons. It may be to cover a temporary deficit in the existing college work force, like when someone goes on parental leave or is looking to reduce their workload for a period of time. At other times, short-term contracts are offered when a school is investigating a new area of instruction and is not certain of the success of the offering.

Either way, short term contracts are different from annualized and regularized contracts in a number of important ways.

One of the big differences is that with short-term contracts that are less than 12 months, you are paid out for vacation on each cheque. If your contract is less than 6 months (let's call these mini-term contracts) you get 8% on each cheque. If the contract is equal to, or greater than, 6 months (short-term contracts) the rate is 12%, if you are a faculty assistant. If you are faculty, the rate is 16%.

Now here is something you should pay attention to - if you get a contract extension that takes you from a mini to a short-term contract you should be receiving retroactive pay.

Once you get to the 6 month point, vacation goes up to 12% or 16%, depending on your position. This is a good thing. In addition to this increase, the vacation pay previously paid to you while on the mini-term contract is also adjusted up as if management had offered you a short-term contract from the beginning.

How would this look on your earning statement? Employees with short-term contracts have an extra line on their statement. After the gross pay line, there is a line for vacation pay. The retroactive pay is considered vacation pay so the amount is added to whatever would have appeared on the vacation pay line for that particular month.

Identifying whether you have retroactive pay coming to you is not an automated step in some fancy Payroll or HR software...we are relying on a person to put in the paperwork. People make mistakes so check your statements if you get a contract extension.

Another unique feature of these contracts is prep time. For contracts of 8 months or more, you get 1 month of prep time - that's 1 month of time to allow you to prepare before you "start" your job. Contracts that are less than 8 months are pro-rated so, 2 months of work is equal to 1 week of prep.

What happens, though, during your 4 month fall contract if you get another contract for the winter term? The prep time applies for each contract. So, if your fall contract expired at the end of December and the new work started on the first day of classes in winter, then winter prep time should overlap with the end of the fall contract. This means that during the overlap period, you should be paid your prep time *in addition* to your fall contract. How would this look on your statement? It would be an increase to your gross income for the overlap month.

Short-term contracts tend to be more complicated than those of regularized employees. This often means that there is a greater likelihood of someone making a mistake. The union tries to catch mistakes but, except for the SCFA President, we aren't perfect. Check your contracts and your earnings statements to make sure that all is in order. If they owe, let's get on it right away. What happens, though if you owe? It has happened where management has made a mistake and overpaid employees. This is not Selkirk's version of the lottery...you have to pay it back!

Again, let's get on those as soon as possible.

Finally, if all of this seems somewhat confusing to you, don't worry. You wouldn't be the first person who simply didn't understand how all the contracts and collective agreements work. If you have problems, or think you might, contact your school steward and put your mind at ease.

-Lui Marinelli, VP Contract Negotiation

School Stewards

Renewable Resources - Rena Vandebos
University Arts and Sciences - Steven Seaborne
Non-regular employees - Paris Voykin
Digital Media, Music & Information
Technology - Daryl Jolly
Business & Aviation - Michael Powers
Health & Human Services - still looking

Profiles of People of Interest

Interview with Bill Winegarden BCGEU Representative

Please tell us about your personal life...

My name is Bill Winegarden. I am married with 2 grown sons. Both of my sons are living independently and raising families of their own. I have lived in the West Kootenays for about 11 years; since I began working here at Selkirk. Prior to taking the position as an I.A. in the Electrical Department I worked in construction as a journeyman electrician. I traveled extensively

across Canada and I worked on a myriad of construction jobs...from the car plants of southern Ontario to the nuclear power plants in Pickering and Oshawa. From the hydrogen peroxide plant in Prince George to the senior's home in Castlegar. I'm sure that I have worked at over 100 different construction sites before coming to Selkirk.

My wife is a hairdresser and enjoys working around our property at Shoreacres.

What is your favourite leisure activity?

I guess my favourite leisure activity would be travelling. It's something that I haven't quite got out of my system from my construction days. I haven't yet traveled abroad, but I'm looking forward to visiting some of the locales that my colleagues seem to enjoy.

Whenever I get a chance I get out golfing. This activity could easily move up to position #1 if I could ever devote the time it really deserves.

How did you get into this situation? (your position at Selkirk College)

One of my brothers was attending Selkirk, proceeding through his own electrical apprenticeship when he heard that the College might be looking for someone as an I.A. Being a construction worker, I anticipated a stay of about 6 months. I guess I should think about unpacking my moving boxes.

Now that you are in this position at the college, what would you like to accomplish?

I would like to continue to bring the perspective of trades education and related issues to the larger tables at the College. I am also trying to encourage broader participation of my BCGEU colleagues in those processes.

When I or someone else comes to your office with a problem to solve or favour to ask, what sorts of bribes/gifts should we bring?

A spare minute and a good joke.

What book is on your bedside table at the moment?

Koba the Dread.

(I'm on a bit of a history / anthropology bent)

Can you tell us what "words of wisdom" or "motto" you live by?

Well it's a toss up.....

*To teach is to learn twice. -- Joseph Joubert
or*

Reporter: "How did you like school when you were growing up, Yogi?"

Yogi Berra: "Closed."

**Interview with John Stegman,
SCFA Treasurer**

Please tell us about your personal life...

I was born in Port Alberni, BC, many years ago and grew up there. In the early 1960's I came to Nelson to go to Notre Dame University. I have lived in Nelson most of the time since then except when travelling. I am married and have three children who are mostly grown up.

What is your favourite leisure activity?

Drawing and painting. I also like playing music.

How did you get into this situation? (your position at Selkirk College)

I think I can blame my office mate for the fact that I am the Treasurer of the SCFA. I became an instructor at Selkirk College in Castlegar after a number of years working for Selkirk in various capacities.

Now that you are in this position at the college, what would you like to accomplish?

As Treasurer, I just would like to see the finances of the SCFA handled in a timely and efficient manner. As an instructor, I hope to have a positive effect on

the intellectual and personal development of my students.

When I or someone else comes to your office with a problem to solve or favour to ask, what sorts of bribes/gifts should we bring?

Chocolate is best.

What book is on your bedside table at the moment?

Several science fiction novels.

Can you tell us what “words of wisdom” or “motto” you live by?

“What, me worry?” - Alfred E Neuman, Mad Magazine

Employees’ Off-Duty Behaviour: When is it the Employer’s Business?

Let’s start with a disclaimer: The following is not intended as legal advice and please don’t be offended by the tone. I am not presuming the guilt of any of my colleagues.

On January 26th, the SCFA sponsored this Lancaster Audio Conference. Over twenty people, representing the SCFA, BCGEU, PPWC and management attended. Compare these numbers to the usual 6 or 7 people attending and one has reason to ask: just what are we doing in our off hours? Growing marijuana? Drinking with students? Belonging to groups that express discriminatory views? Are you worried you might get yourself into trouble one day?

The good news is that the employer has some strict criteria to answer to before sticking

their nose into your private affairs. But ... (yes there are some butts, so please read to the end).

Ultimately, for an employer to discipline you for off- duty conduct, they must prove that your conduct is work-related in the sense of having a detrimental impact on its business. The seminal case on the matter concluded that the employer can prove this by establishing one or more of the following:

1. your conduct harms the company's reputation or product;
2. your behaviour renders you unable to perform your duties satisfactorily;
3. your behaviour leads to refusal, reluctance or inability of other employees to work with you;
4. you have been guilty of a serious breach of the *Criminal Code*, thus rendering your conduct injurious to the general reputation of the company and its employees; (*note: the case law provided shows this is a difficult connection to prove*); or
5. your conduct places difficulty in the way of the company properly carrying out its function of efficiently managing its works and efficiently directing its working forces. (*yeah, it's hard to know what that means*).

Now, before you advertise your grow-show or grope a colleague in the bar, there are a few factors to consider.

Keep in mind that there are levels of discipline.

For example, an arbitrator decided that BC Transit had cause to discipline a worker who was riding the Skytrain off-duty, refused to produce his free transit pass to authorities and then got into an altercation with them. The arbitrator ruled that the conflict took place in front of paying passengers and was likely to harm the company's reputation. However, the arbitrator held that dismissing the employee was excessive and substituted a 15-day suspension.

Keep in mind that employees such as teachers or public employees have a higher responsibility for their off-duty conduct.

An arbitration board ruled that a teacher who participated in events while off-duty which were sponsored by organizations with racist views, was fired for just cause, *even though there was no evidence that the grievor ever expressed racist views in the classroom.* In support of its conclusion, the board argued:

- 1) the school system should strive to be a tolerant and unbiased institution, teachers play a central role in that institution which extends beyond the classroom, and teachers must meet a higher minimum standard of conduct.
- 2) expression which promotes racism and hatred is not central to the *Charter's* guarantee of freedom of expression, and its infringement requires a lesser standard of justification;
- 3) to prove that a teacher's racist comments are poisoning a school environment does not require proof of actual hatred . Inferences can instead be drawn from the reasonable and probable consequences of a teacher's public comments.

And keep in mind the small size of our community may have an impact on the case.

It seems that as teachers in a small community, we cannot easily wear a different hat when we are not working. Here in the Kootenays, an arbitrator upheld a teacher's suspension for fraternizing with underage students in a local pub and causing a scene when one of the students was asked for ID, ruling that teachers have a responsibility to act as appropriate role models to their students even when they are off-duty, but that discipline is appropriate only where the conduct is so serious that, if the teacher is not disciplined, the administration of the school system would be brought into disrepute. In this case, the grievor's conduct met this criterion, because the school was in a relatively small community where, **"unfortunately for the legitimate privacy interests of teachers, public scrutiny is heightened by an increased likelihood that the teacher will be recognized in public places as a teacher."** In this case, observers might conclude the teacher was condoning the student's illegal presence in the bar by preventing her removal, and therefore discipline was required because "there was a risk that the administration of the school system could be brought into disrepute and the confidence of the community in the public school system undermined."

As for groping your colleague, get permission first; otherwise you may be harming your employer's reputation and causing other employees to be reluctant or unwilling to work with you. That may be grounds for discipline.

And that famous Kootenay weed? Quite frankly, it's difficult to say. An arbitrator cited community values and tolerance for soft drugs in rejecting the dismissal of a social worker who had amassed over \$50 000 worth of pot for "personal use"! But weigh these factors against our role as educators in a small community and it is much less clear what the result may be. In the absence of any clear rules, substances for personal use should be kept...personal.

Tracy Punchard

Our Pensions: Safe From Inflation or Not?

Will your pension be indexed to the cost of living? The answer is: it depends.

When you retire you will have a number of things to think about – and one of the most important will be income security. We are all members of a defined benefits pension plan and as such, we probably think that income security is not an issue. Unfortunately, that perception is wrong for two reasons. Firstly, many people in our pension plan retire with less than 20 years of service and as such, their pension income will likely be less than 40 percent of their pre-retirement income. Secondly, even if our initial pension is reasonably good, the purchasing power of that pension may decline because of inflation. This article will discuss the potential effects of inflation on our pensions. It will also discuss options and questions that you may want to raise with both Pension Trustees and your executive.

Impact of Inflation

Once you retire, if you have been contributing to the College Pension Plan, you will be eligible for a pension. The value of that pension depends on the amount of pensionable service you have as well as your highest average salary and, if you are under 60, your age. The amount of that pension is guaranteed. Unfortunately, over time, the effects of inflation will reduce the purchasing power of the guaranteed pension. At the latest inflation rate reported by Statistics Canada, the purchasing power of your pension would be cut by almost half in 20 years. In other words, twenty years from now, your pension would buy half as much as it can buy today. Even at a modest inflation rate of 2.5% per year, your pension would lose 40% of its purchasing power over twenty years. That's like taking a \$2500 a month pension and cutting it to \$1500 a month. Ouch!

The Inflation Adjustment Account

So, how do we deal with reduced purchasing power? Fortunately, many years ago the College Pension Plan established the Inflation Adjustment Account (the "IAA"). To date we have been able to fully index the pensions of existing retirees. In other words, we have been able to maintain the purchasing power of our pensions by increasing pension payments at the same rate as inflation. So far, the IAA has had adequate resources to fully index retiree's pensions because of the very strong market performance during the 1990s and the fact that we did not have very many retirees.

Unfortunately, the very poor investment returns in the earlier part of this decade combined with the fact that the number of

retirees is growing very quickly means that the IAA will not be able to continue full indexing of retiree pensions. The College Pension Plan is predicting that if we continue fully indexing retiree pensions then the IAA may run out of money in less than twenty years. As such, the only money available for indexing pensions would be current contributions to the IAA. Those contributions are inadequate to cover the cost of inflation.

Options

The current contributions to the IAA are inadequate to allow for full indexing. The College Pension Plan has identified three options to deal with this problem:

1. Continue to provide full indexing until the IAA runs out of money.
2. Reduce the amount of indexing so that the amount of indexing that is done can be done for a longer period of time.
3. Increase the contributions to the IAA.

Although options one and two are within the power of the College Pension Board, neither of these is a true solution to the problem of inflation. Only option three has the potential of solving the inflation problem. Unfortunately, option three must be agreed to by both our employers and our unions. Even if we agree to increase the contributions to the IAA, we must still ask whether we want to make indexing a guarantee. A guarantee of inflation protection would require a significant increase in contributions. Consequently, if we want inflation protection to be guaranteed, it will have to be bargained.

What can you do?

Although there is a substantial amount of money in the IAA, it, combined with current contributions to the IAA, is not enough to guarantee that our pensions will be protected against inflation. Many of us will be retiring in the next ten years. If we want to address the inadequacy of current IAA contributions, now is the time while the costs of guaranteeing inflation protection are not as high. You can make a difference by raising the issue of inflation adjustment with your local executive, your FPSE Pension Advisory Committee Representative, or with your College Pension Plan Trustees. It's your pension. Make sure your voice is heard.

Your SCFA Executive

President: Tracy Punchard
VP Contract Administration (previously the Advocate): Lui Marinelli
VP Liaison: Sally Glock
VP Negotiations: Bev Onischak
Secretary: Rob Macrae
Treasurer: John Stegman
College Board Observer: Pat Gibson
Retirement Issues Officer: Ross Bates

**"The time is always right to do what is right"
Martin Luther King, Jr**