

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

February 26, 2009

GNWT Response

APPENDIX 9 COLLEGE EDUCATORS

In reviewing the annual workloads of Aurora College Instructors we confirmed that there are wide variations between programs. Within the existing model of contact hours we were unable to come up with a workable framework which would accommodate all the variations.

Recognizing the professionalism of the Aurora College Instructors, and also recognizing that the Instructor's workday is made up of a variety of instructional and administrative duties, we have developed a model which we believe addresses these varied duties when determining the Instructor's annual workload. This model affords the Instructors protection in respect to the premiums to be paid if weekly or annual hours of work are exceeded.

We recognize that Instructors are similar to other GNWT employees whose hours of work are regulated on a weekly and annual basis. The annual workload for Aurora College Instructors will be determined in consultation with each Instructor. We have accepted most of the UNW's factors used to determine annual workload, and added other factors to ensure that different types of activities, such as field based education, practicums/internships and the workload of other Instructors in the program are also considered in determining annual workload.

In addition to these factors, an Instructor's annual workload cannot exceed 200 days per year, 37.5 hours per week without attracting an overtime premium.

We are proposing that we and the UNW agree that this model of determining annual workloads be incorporated into a Memorandum of Understanding to be effective for the life of the Collective Agreement. If, at the end of this Collective Agreement, both parties do not wish to continue with this model, the language of A9.01 would revert to the existing language, and the parties could negotiate another model at that time, or retain the existing A9.01 language. Any agreed to changes in the remainder of A9 would continue in effect.

A9.01(a)(d)(e), and A9.02 to A9.14 inclusive, "instructor" includes adult educator.

A9.01 (a) **It is recognized that within the College system, different program areas dictate different instructional requirements. It is further recognized that, in addition to instructional requirements, Instructors perform related professional responsibilities to support their instructional and administrative duties.**

The College instructional year will be two hundred (200) working days for each Instructor. The Employer shall make every reasonable effort to schedule the working days between September 1 and June 30. ~~A working days shall consist of 7.5 consecutive hours and~~ The work week shall be 37.5 hours, ~~Monday to Friday.~~

- (b) i. The annual workload for each Instructor shall be determined by the program manager, who will consult with the Instructor by May 31st, whenever possible, to determine the Instructor's annual workload for the following Scheduled Instructional Year considering, but not limited to, the following factors:**
 - a. the Instructor's experience**
 - b. class size**
 - c. nature of course**
 - d. number of different courses**
 - e. mode of delivery**
 - f. evaluation methods**
 - g. spread of teaching hours in a day and week**
 - h. Senior Instructor's administrative duties**
 - i. practicums /internships**
 - j. workload of other Instructors in the program**
 - k. field based education/culture camps**
 - l. curriculum development**
 - ii. The annual workload for newly hired Instructors will be determined as soon as possible following their appointment.**
 - iii. Where re-assignment is necessary, notification of re-assignment will be provided to the Instructor as soon as possible.**
 - iv. If an Instructor disagrees with his/her annual workload, he/she shall first attempt to resolve the issue with the program manager.**
 - v. If within five (5) working days the issue is not resolved, the Instructor shall attempt to resolve the issue with the program manager's supervisor.**
- (c) Instructors shall set aside and post five (5) hours per week outside of regular teaching hours to meet with students.**
- (d) Instructors who are required by the Employer to work in excess of the 200 day instructional year or in excess of 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.**

Instructors who are assigned field based education will be paid, in addition to the Instructor's regular pay, pay for six additional hours at the rate of time and a half (1 ½) for each twenty-four (24) hour period of such assignment.

- (f) Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.

The pay rate for Adult Educators in training or underfill circumstances and hired with less than a Bachelor of Education degree and/or no credentials in Adult Education will be:

- i. **One (1) year Training Program**
Year one: 90% of Basic Adult Educator Salary
- ii. **Two (2) year Training Program**
Year One: 80% of Basic Adult Educator Salary
Year Two: 90% of Basic Adult Educator Salary

- (g) The Instructor shall have a minimum of one week without **teaching hours** ~~class contact~~ between courses.

- (h) An Instructor's vacation leave taken between the end of that Instructor's **Scheduled Instructional Year** and the start of the Instructor's next **Scheduled Instructional Year** shall not be counted as working days for that Instructor.

- (i) **"Instructor" means an Aurora College instructor with instructional responsibilities as identified in his/her job description and includes: Instructors, Senior Instructors, Program Heads, and Adult Educators.**

- (j) **"Adult Educator" means a community Adult Educator who facilitates and provides academic and administrative leadership for the effective delivery of a full range of literacy, academic, skills based and Developmental Studies programming at the Community Learning Centre and also instructs in a variety of subject areas.**

- (k) **"Scheduled Instructional Year" means an individual Instructor's instructional year, as approved by the Campus Director.**