

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

February 24, 2009

GNWT Response

APPENDIX 9 COLLEGE EDUCATORS

On February 23rd, 2009 the UNW told us they did not like our model for A9 and proposed that the current A9 language be used as the foundation for discussions.

We have agreed to this approach and have gone through the process of translating our proposal into the current language of A9, retaining the current framework in the collective agreement.

We have not had much discussion to date on the monetary issues: in our earlier proposal we suggested the discussion around the monetary issues in A9 form part of the broader monetary discussions .

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 student contact hours, 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) An Instructor's workload will consist of student contact hours and non-instructional hours:

- i. One student contact hour shall be one hour assigned to the Instructor of lecture, seminar, shop, workshop, laboratory work, field based instruction situations, tutorials or group remedial sessions and mediated learning situations. A mediated learning situation is defined as full time supervision responsibilities associated with a practicum such as those in the Bachelor of Science in Nursing Program.**
- ii. Non-instructional hours shall include, but are not limited to, preparation, evaluation, committee involvement, meetings, marketing/revenue generation, academic counselling /advising students, curriculum development, professional**

development and training, extra leave days, travel days for community instruction, and equipment maintenance.

Instructors shall set aside and post 4 hours per week outside of regular teaching hours to meet with students (office hours). These hours shall be considered as non-instructional hours.

- iii. 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 student contact hours for the following instructional year considering, but not limited to, the following factors: the Instructor's experience, class size, nature of course, number of different courses, mode of delivery, evaluation methods, spread of teaching hours in a day and week, and the Instructor's non-instructional hours. In instances where unanticipated changes occur, reassignment may be necessary. In such cases, notification will be given as soon as possible.**

It is recognized that an Instructor's annual workload is a combination of student contact hours and non-instructional hours. The student contact hours assigned shall not exceed:

- i. 800 hours for certificate/diploma/career/university/university transfer programs**
- ii. 900 hours for developmental studies programs**
- iii. 900 hours for trades programs**

Workload may be unevenly distributed throughout the year.

An Instructor will not normally be assigned to more than:

- i. 25 student contact hours in a week;**
- ii. 37.5 hours of non-instructional duties in a week; and**
- iii. Any combination of student contact hours and non-instructional duties worked by an instructor will not normally exceed 37.5 hours in a week.**

However, it is recognized that in certain circumstances, such as:

- i. Requirement of external funders or agencies;**
- ii. Continuing education contracts;**
- iii. Trades instruction**

or by mutual agreement of the Employer and the Instructor, the student contact hours may be increased but in no case shall exceed 32.5 hours per week.

Instructors will be assigned an annual course load as follows:

- i. Certificate/Diploma/Careers programs to a maximum of nine (9) - 3 credit courses;**
- ii. University/University Transfer programs to a maximum of eight (8) - 3 credit courses;**
- iii. Developmental Studies depending on program delivery requirements;**
- iv. Trades based on program delivery requirements.**

The current collective agreement does not sufficiently define either student contact hours or non-instructional hours.

We are proposing detailed definitions of both types of hours to provide more clarity to both College Management and Employees. We recognize that different programs require different levels of student contact hours. We have specified different student contact hours and different annual course loads between programs in the College.

There are cases where an Instructor may have more than 25 contact hours in a week. Many trades programs are taught more intensively over a shorter period of time. This is due to the nature of the course and the program being delivered.

- (c) Instructors who are required by the Employer to work in excess of the instructional year or in excess of or outside of A9.01(a) or (b) shall receive overtime at one and one-half times his/her straight time rate.
- (d) 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

The UNW asked whether there were any three year training programs in Adult Education. The UNW also asked how this article related to the changes we are proposing to the MOU with respect to trainees and underfills.

While in some areas of the GNWT there are three year training programs, there are no three year training programs in Adult Education at Aurora College.

The UNW asked why we were proposing to delete the A6 - Trainer's allowance. Currently Adult Educators undertake coursework to achieve their certificate in Adult Education, they do not have a trainer.

- (e) The Instructor shall have a minimum of one week without **student** class contact between courses.

We have amended our proposal to retain this provision.

- (f) 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.
- (g) **"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.

This is the definition of Instructor from our previous proposal.

- (h) **"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 (CLC) and also instructs in a variety of subject areas. He/she is not bound by student contact or non-instructional hours guidelines.

This is the definition of Adult Educator from our previous proposal.

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

We have used the term "Scheduled Instructional Year" in a number of places in our proposal to add clarity.

- (j) **Instructors who are, within their Scheduled Instructional Year, assigned field based instruction 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.**

We have amended our proposal on field based instruction to make the payment consistent with the payment received by Correctional Officers when they participate in field operations.

- (k) **Adult Educators work schedules are not guided by student contact hours or non- instructional hours.**

VACATION LEAVE

A9.02 The following clauses of Article 18 do not apply:

18.01 18.02(1)(e)(iii)
18.04

- (a) **Instructors will take vacation leave between the end of that Instructor's Scheduled Instructional Year and the start of the Instructor's next Scheduled Instructional Year, except in exceptional circumstances as determined by the program manager.**

Our previous proposal identified that vacation leave during the Scheduled Instructional Year could be approved by the Employer. The UNW asked for greater clarity and we have outlined that approval would occur in exceptional circumstances.

- (b) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than an ~~an indeterminate~~ **a full time** status shall earn their vacation leave entitlement on a prorated basis.
- (c) Where in any vacation year an employee has not been granted all of the vacation leave credited to her/him, the unused portion of his/her vacation leave up to a maximum of twenty (20) days leave shall be carried over into the following vacation year. Earned but unused vacation leave credits in excess of twenty (20) days shall be paid in cash at the employee's daily rate of pay as at March 31 of the previous vacation year.

~~A9.03 Instructors shall be granted leave with pay for the work days between Boxing Day and New Year's Day, with no charge against any leave credits.~~

PROFESSIONAL DEVELOPMENT COMMITTEES

- A9.04 (1) **A consideration when allocating professional development funding is maintaining professional designations of College Educators/Instructors. It is the College Educator's/Instructor's responsibility to ensure that his/her required credentials are current and maintained.**

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee ~~in each College~~ will consist of a total of seven (7) members.

The Members of the Committee shall be appointed through nomination and election for the College in each of the first five areas listed below and shall be full-time instructors of the College represented. ~~(For the purposes of Professional Development only, the term instructor shall include Chairpersons, Directors of Community Programs, Department Heads, Counselors, Librarians and Aurora Research Institute Managers).~~ **“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, the Director of Trades, Apprenticeship and Industrial Training, Program Coordinators, Coordinators of Community Programs, Registrars, Manager of Student Services, Counsellors, Librarians, and Aurora College Research Institute Managers.**

WEST:

- (1) Aurora Campus, **Beaufort-Delta and Sahtu and Inuvik** Regions (1 member)
 - (2) Yellowknife/ ~~Campus~~ and North Slave Region (1 member)
 - (3) Community Program - Adult Educators (1 member)
 - (4) Thebacha Campus, **South Slave and Deh Cho** and ~~Fort Smith~~ Regions (2 members)
 - (5) Librarians/Counselors/Program Chairpersons/Community Program Directors- and the **Aurora Research Institute** (1 member)
 - (6) President or his/her Appointee (1 member)
- Total = 7 members

- (a) The Committee shall choose a chairperson;
- (b) The normal term of office is two years;
- (c) To ensure continuity, three members will be elected each year. In the first year, however, three members will be elected for a one year appointment;
- (d) Notwithstanding the above Committee structure, the Committee shall endeavor to have at least one representative from each of the three areas of study, ~~Diploma Programs, Trades and Applied Studies~~

Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.

We have amended our definition of College Educator/Instructor to be more expansive to allow for greater access to the Professional Development funds.

We are proposing that Aurora Research Institute employees be represented as members of the committee as part of the group that includes Librarians and Counsellors.

We have used the definition of College Educator/Instructor exclusively throughout the provisions of the appendix dealing with Professional Development.

(2) Terms of Reference

The terms of reference for the Committee include the following items:

- (a) to develop clear guidelines for the effective and efficient operation of the Professional Development Committee;
 - (b) ~~to inform all instructors of the professional development courses, seminars, conferences and workshops that are available and of interest to instructors;~~ **to develop and maintain a Professional Development Guidelines manual for reference and distribution;**
 - (c) to determine the individual professional development needs of **College Educators/Instructors** in line with requirements of the College;
 - (d) to develop an on-going professional development program designed to meet identified development needs of all **College Educators/Instructors** within the limits of funds available;
 - (e) to develop a working budget which will provide for the professional development program for **College Educators/Instructors**;
 - (f) to provide for appropriate evaluation procedures for the professional development program;
 - (g) to prepare an annual report of the activities which have been identified and undertaken by the Professional Development Committee for submission to the Board of Governors.
- (3) All meetings and administrative work of the Professional Development Committee shall be held during normal working hours.

PROFESSIONAL DEVELOPMENT FUNDING

- A9.05 (1) Funds will be provided by the College for professional development activities **consistent with College's goals and objectives.**

- (2) (a) The funding provided by the College shall represent an amount equal to 3% of the College's full-time **College Educator/Instructor** salaries. The College will annually replenish the fund by an amount equal to 3% of full-time **College Educator/Instructor** salaries at April 1st of the year the leave will be taken. This fund is established for long-term training.

As part of the monetary discussion we will be discussing the current fund levels and options related to it.

- (b) Any ~~funding~~ **Professional Development Education and Training Funds** from sources other than the College shall be administered by the Professional Development Committee and shall not be considered as part of the funding provided in Clause A9.05(2)(a).
- (c) In addition to the above, a **Short Term Training Fund** shall be set up equivalent to ~~seven hundred and fifty dollars (\$750.00)~~ one thousand (\$750-\$1,000) per year per full-time **College Educator/Instructor** to be administered by the ~~Program Heads~~ **Campus Director**. **These funds may be accessed by the Campus Director to support professional development workshops for access by all College Educators/Instructors at the Campus.**
- (d) **Professional Development Education and Training Funds shall be used to support the development and delivery of the Aurora College Certificate in Adult Education Development Program to a maximum of \$50,000 per year.**
- (3) Professional development training funds shall be used for educational purposes only **except as provided in A9.05 (4).**
- (4) **The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.05 (2)(a) to cover travel, meal and accommodation costs for one or two face to face meetings per year, the cost of teleconference calls, or the preparation and distribution of promotion and awareness materials to College Educators/Instructors. Expenditures under this paragraph must be formally approved by the Committee.**

We have included the UNW's proposal regarding professional development expenses.

TYPES OF PROFESSIONAL DEVELOPMENT
OPPORTUNITIES, WHICH SHALL BE AVAILABLE

- A9.06 (1) Long-term **education and** training:
- (a) Educational Leave;
 - (b) Professional Experience Leave;
 - (c) Leave Without Pay;
 - (d) Audit of apprenticeship courses for upgrading of **technical skills** not less than 6 weeks duration;
 - (e) Staff exchange - national or international;
 - (f) **Distance Education (programs offered by a recognized and accredited university or college):**
 - i. **With a request for Leave for those applicants who wish to pursue their program studies on a full or part-time basis;**
 - ii. **With no request for Leave for those applicants who are pursuing their program studies on a course by course basis outside their scheduled work hours.**
- (2) Short-term **education and** training:
- (a) **Distance Education (programs offered by a recognized and accredited university or college) or short course attendance and correspondence courses;**
 - (b) Conferences, seminars and workshops.
 - (c) **Audit of apprenticeship courses for upgrading of technical skills of less than 6 weeks duration.**

LONG-TERM **EDUCATION AND TRAINING REGULATIONS**

A9.07 **Educational Leave and Distance Education**

- (1) Educational Leave shall be defined as leave for academic **education and** training (including trade school training) and unpaid industrial experience.

- (2) Any indeterminate, **seasonal indeterminate**, or term full-time **College Educator/Instructor** shall be eligible for Education Leave **or Distance Education program funding after three (3) years of employment with the College as a College Educator/Instructor. Seasonal indeterminate employees may be considered on a pro-rated basis.**

We have incorporated the same criteria for entitlement in Clause A9.07(8).

- (3) The Professional Development Committee shall review all applications for Educational Leave ~~for their respective College~~ **including Distance Education Programs.** The major selection criteria shall be the applicability and value of the training program to the requirements of the College. The granting of Educational Leave shall not result in the overloading of other instructors. The request by an instructor for Educational Leave shall be accompanied by a recommendation by the ~~Head of the program from the~~ **program manager and the Campus Directors/Director of the Aurora Research Institute.**
- (4) Applications for Long Term Educational Leave shall be submitted to the Professional Development Committee no later than January 15th for the following academic year (ie: Fall semester); and April 30 for Winter and Spring semesters. The Committee shall reach a decision no later than March 31st for Fall Semester start and June 30th for the Winter and Spring start. Applications for Summer ~~and Short Term~~ education leave shall be submitted to the Professional Development Committee no later than March 31st. The Committee shall reach a decision no later than April 30th. **No applications will be reviewed during the months of July or August.**
- (5) Applications to the Committee must be in writing **and completed in accordance with the guidelines set out by the Committee.**
- (6) The decision of the Professional Development Committee shall be by majority and shall be final. **All notifications to applicants shall be done in writing by the Chair of the Committee.**
- (7) Educational Leave shall be granted for a period of no more than twelve (12) consecutive months. Under normal circumstances, no member shall be granted more than two (2) leaves within a period of six consecutive years.
- (8) The following entitlement shall be granted to an employee receiving leave under Clause A9.07:
 - (i) An allowance based on the number of completed years of service ~~of as a n instructor~~ **College Educator/Instructor** as follows:

- (a) An allowance of (50%) fifty percent of salary for **College Educators/Instructors** with (3) three completed years of service.
- (b) An allowance of (55%) fifty-five percent of salary for **College Educators/Instructors** with (4) four completed years of service.
- (c) An allowance of (60%) sixty percent of salary for **College Educators/Instructors** with (5) five completed years of service.
- (d) An allowance of (65%) sixty-five percent of salary for **College Educators/Instructors** with (6) six completed years of service.
- (e) An allowance of (70%) seventy percent of salary for **College Educators/Instructors** with (7) seven completed years of service.
- (f) An allowance of (75%) seventy-five percent of salary for **College Educators/Instructors** with (8) eight completed years of service.
- (g) An allowance of (80%) eighty percent of salary for **College Educators/Instructors** with (9) nine completed years of service.

The UNW noted that there was an inconsistency in our previous proposal. We have made the language above consistent with the language in A9.07 (2).

- (ii) Where leave is granted for a full academic year of study, the **College Educator/Instructor** shall receive tuition and required textbooks, traveling and removal expenses from his/her place of employment to the location of the educational institution approved by each Professional Development Committee and return removal and travel expenses to his/her place of employment.
- (iii) Where leave is granted for other than a full academic year but not less than six weeks, the **College Educator/Instructor** shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of **\$200** per week.

We have also increased the accommodation allowance from \$150 per week to \$200 per week in all places where it appears.

- (iv) An allowance **from the Fund** equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:
 - (a) an instructor whose skills become technically obsolete requires retraining to satisfactorily carry out his/her work; and/or
 - (b) an instructor agrees to undertake a full course of studies at the request of the President when qualified persons cannot be recruited to carry out essential work.
 - (c) Where leave is granted for no more than six (6) weeks, instructors shall receive full or partial funding for tuition and transportation to and from the accredited educational institution to a maximum of two thousand dollars (\$2,000.00) upon production of all relevant receipts and transcripts of marks. All course work must be taken at an accredited college or university.
- (9) **College Educators/Instructors** granted Educational Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.
- (10) **College Educators/Instructors** granted Educational Leave shall serve the College for a period equal to two (2) times the length of Educational Leave immediately following Educational Leave.
- (11) ~~A~~ **College Educators/Instructors** not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. ~~A~~ **College Educators/Instructors** returning to service at the College, but not fulfilling his/her commitments shall repay a proportionate amount plus accumulated interest (prime plus 2%), within three (3) months of terminating employment.
- (12) In case of termination of appointment by the College, the College shall release the **College Educators/Instructors** from all liabilities under the terms of the Agreement.
- (13) Any funds not used for the designated purposes shall be repaid, plus accumulated interest (prime plus 2%), by the instructor.

- (14) A ~~an~~ **College Educators/Instructors** who fails to complete his/her course, may be required to repay all monies, plus interest (prime plus 2%) subject to the conditions set by the Committee.
- (15) Term **College Educators/Instructors** who have been with the College for three (3) or more years may be eligible to apply for Education Leave if the following conditions are met:
- (i) for the Committee to consider a term **College Educator's/Instructor's** Education Leave application, the **College Educator's/Instructor's** term must not end sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave; and
 - (ii) if the **College Educator's/Instructor's** term is shorter than the period required in (i) above, then the Committee, in order to consider the application, would have to receive a letter from the College President guaranteeing that, should the application be approved, the **College Educator's/Instructor's** term would be extended to end no sooner than the end of the Education Leave plus a period of service to the College two (2) times the length of the Education Leave.
- (16) "Summer Sessions" refers to the period in which a ~~an~~ **College Educators/Instructors** uses his/her annual leave to take credit courses toward a program of study at an accredited educational institution for a period of study greater than two (2) and less than thirteen (13) weeks.
- (17) Indeterminate **College Educators/Instructors** may be eligible for Summer Session assistance immediately after being hired.
- (18) Term **College Educators/Instructors** whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired.
- (19) **College Educators/Instructors** using their annual leave for professional development activities as defined under Summer Session, may be eligible for assistance as follows:
- (a) For a period of study greater than two (2) weeks and less than six (6) weeks, the Committee may pay tuition and an accommodation allowance of **\$200** per week for the duration of the study period.
 - (b) For a period of study equal to or greater than (6) weeks and less than thirteen (13) weeks, the Committee may pay tuition, and accommodation allowance of **\$200** per week for the duration of the

study period, and travel expenses equal to the cheapest air fare or kilometorage, whichever is lowest, to and from the educational institution.

PROFESSIONAL EXPERIENCE LEAVE

- A9.08 (1) Professional Experience Leave shall be defined as leave for professional experiences through paid employment in business, industry, government, community or foreign service, or education.
- (2) Any indeterminate, **seasonal indeterminate, or full-time term College Educator /Instructor** shall be eligible for Professional Experience Leave.
- (3) Applications to the Professional Development Committee must be in writing, **and recommended by the program manager and the Campus Director.**
- (4) The decision of the Professional Development Committee shall be by majority and shall be final.
- (5) Except in the case of Foreign Service Professional Experience Leave, no leave shall be granted for more than twelve (12) consecutive months. Under normal circumstances, no member will be granted more than two (2) leaves within a period of four (4) consecutive years.
- (6) The Professional Development Committee may pay an amount sufficient to make salaries equal to current salary at the 100% level.
- (7) ~~A~~ **College Educator/Instructor** seconded to a "Temporary Employer" as per Clause A9.08(8) for Foreign Service to two (2) years or less shall be seconded at no expense to the College. In the event that the salary of the member seconded is less than 100%, remuneration may be paid as per Clause A9.08(6).
- (8) "Temporary Employer" shall refer to the Canadian International Development Agency, Canadian University Students Overseas, World University Service, Canadian Executive Services Overseas, United Nations, United Bank, Canadian Armed Forces, a university or college, or any similar agency supplying aid to Third World Countries. It does not include private profit-making organizations under contract to perform such services.
- (9) To ensure that the College knows the remuneration that may be paid by the College to the **College Educator/Instructor** on Professional Experience Leave, the **College Educator/Instructor** must keep the College informed of his/her salary while on Professional Experience Leave.

- (10) The maximum number of **College Educators/Instructors** on Professional Experience Leave at any one time shall be determined by the Professional Development Committee.
- (11) In the event that the College pays remuneration equal to fifty percent (50%) or greater of the **College Educator/Instructor's** annual salary, the ~~member~~ **College Educator/Instructor** shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) An **College Educator/Instructor** not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. An **College Educator/Instructor** returning to service to the College, but not fulfilling his/her commitment shall repay a proportionate amount plus accumulated interest (prime plus 2%) to the College within six (6) months of terminating employment.
- (13) In case of termination of appointment by the College, the College shall release the **College Educator/Instructor** from all liabilities under the terms of this Agreement.
- (14) The College shall assure the **College Educator/Instructor** of his/her regular position and seniority upon completion of his/her Professional Experience Leave. In the event that the leave is terminated prior to the date originally agreed to, and if the ~~member~~ **College Educator/Instructor** desires to return to the College at that time, he/she will be permitted to do so only if satisfactory arrangements can be made with the President in consultation with the Head of the program.
- (15) **College Educator/Instructors** granted Professional Experience Leave shall retain their positions and seniority as per the Agreement and shall receive all other benefits pursuant to this Agreement.

AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING

- A9.09 (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the **College Educator/Instructor** already has credit. The purpose of this audit shall be to refresh and upgrade the **College Educator/Instructor's** area of expertise.
- (2) Applications to the ~~appropriate~~ Professional Development Committee must be in writing **and recommended by the program manager and Campus Director.**
- (3) The decision of the Professional Development Committee shall be by majority and shall be final.

- (4) Remuneration while on leave for Audit of Apprenticeship Courses for Upgrading shall be 100% of salary and all benefits.
- (5) **College Educators/Instructors on leave for Audit of Apprenticeship Courses for Upgrading shall be paid tuition (if applicable), travel expenses limited to transportation to and from the training site, and \$200 a week as an accommodation allowance.**

We have amended our proposal to incorporate the UNW language with respect to expenses for College Educators/Instructors who audit apprenticeship courses.

LEAVE WITHOUT PAY OR ALLOWANCES

- A9.10
- (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to a **College Educator/Instructor** provided that the **College Educator/Instructor** does not have current vacation available to him. Leave without pay or allowances may be granted to take further training, to gain further experience, or to seek personal development. Requests for such leave must be submitted at least twelve (12) weeks in advance of the anticipated date of commencement of such leave, before such requests can be considered.
 - (2) Time limits, pursuant to Clause A9.10(1) shall be waived when it can be established that the **College Educator/Instructor** was unable to comply with the time limits specified.
 - (3) A **College Educator/Instructor** on leave without pay shall give the College granting leave written notice by double registered mail of his/her intention to return or resign at least ninety (90) calendar days before his/her designated date of return. Otherwise the position will not be held open for the **College Educator/Instructor**.
 - (4) **College Educators/Instructors** on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

SHORT-TERM TRAINING

A9.11 Short Course Attendance and Correspondence Courses

- (1) Short courses or programs offered by institutions such as Territorial, Federal, or Provincial Governments, universities, colleges, companies or private business that may assist a **College Educator/Instructor** in his/her

duties or potential employment within the College, shall be requested through the ~~Head of the Program~~ **program manager and the Campus Director**.

Such requests shall be accompanied by a statement of the name of the course, location, duration, costs and reasons for the request, explaining why such a course would be beneficial to the **College Educator/Instructor** and to Aurora College.

- (2) Cost for such courses including accommodation, transportation, tuition, books, etc., upon approval by the ~~Program Head~~ **program manager** shall be paid out of the Short-Term Training Fund.

CONFERENCES, SEMINARS AND WORKSHOPS

- A9.12 (1) Attendance at conferences, seminars or workshops that are directly related to an **College Educator/Instructor's** duties within his/her respective Department may be ~~approved by the Program Head~~ **recommended by the program manager to the Campus Director for approval**.
- (2) Costs for such conferences, seminars or workshops, including accommodation, transportation, tuition, books, etc., shall be paid out of the Short-Term Training Fund.

TRAINING FOR NEW OR CONTINUING INSTRUCTORS REGULATIONS

- A9.13 (1) **College Educator/Instructor** training courses may be made available, preferably through the College. In some instances, the President might determine that attendance is mandatory.
- (2) Costs for such training shall not come out of Professional Development Funds where the course is made mandatory.

OTHER ITEMS

- A9.14 Notwithstanding any of the regulations cited in Clause A9.07, **College Educator/Instructors** seeking Long Term **Education and** Training for reasons of redundancy may be given top priority.

INSTRUCTORS' TRAINING

- A9.15 Instructors hired after December 6, 1984 will have completed, or will be required to complete six (6) weeks of full time coursework in adult education **in the first two (2) years of employment**. This coursework includes as a minimum, modules in needs analysis, planning instruction, delivery techniques and

evaluating learning performance. Equivalent training or a demonstrated capability in training can be accepted in lieu of the formal coursework. ~~The Review Committee will assess the qualifications of newly hired instructors in this area and specify if any further training must be undertaken.~~ **Instructors are also required to complete a certificate in Adult Education. This certificate must be completed within five (5) years of hire.**

Newly hired Instructors who require instructors' training which requires more time than the professional development time available to them in their first year, will be eligible to move to the next step of the pay range for their position provided they have satisfactorily completed the first portion of instructors' training and they have performed satisfactorily.

No further step progression will be permitted until the remaining portion of instructors' training has been satisfactorily completed.

NOTIFICATION

New Instructors shall be informed in their job offer of their placement on the grid and whether they require any further training in adult education. ~~For newly hired instructors, the Selection Board may act as the Educational Review Committee.~~

The UNW asked why there were two deadlines in this article. The two deadlines are different. The first deadline requires Instructors to complete 6 weeks of coursework in Adult Education in the first two years of their employment. These would be the first courses towards obtaining a certificate in Adult Education.

Instructors must also complete the entire certificate program within the first five years of employment.

The UNW asked whether there were Instructors who had been hired prior to December 6th, 1984 and who were still employed. There are two Instructors who were hired by the College prior to December 6th, 1984.

The UNW asked about the last sentence of this clause. There are no longer Education Review Committees; we are amending our proposal to delete this last sentence.

A9.16 SENIOR INSTRUCTOR ALLOWANCE

Instructors who are required to **supervise and/or** coordinate the work of other Instructors, in addition to performing instructional duties in their area of specialty, will be paid a Senior Instructor's allowance of \$2,300 per year. Payment of the Senior Instructor's allowance to an individual Instructor will end

if that Instructor ceases to **supervise and/or** coordinate the work of other Instructors.

A9.17 APPOINTMENT

New employees **College Educators/Instructors** will be assigned to Step 1 (one):

1. For each full academic year of post secondary teaching experience, they will be given one additional step;
2. For each full two (2) year period of elementary or secondary school teaching or instruction in an NWT young offenders facility directly related to the subject which they instruct, they will be given an additional step;
3. For each full two (2) year period of work experience directly related to the subject which they instruct, they will be given one additional step.

NOTE:

The foregoing criteria apply without limit except for new **Instructors or Adult Educators** who do not have the approved course work in adult education or its equivalent. The maximum experience level at which such **Instructors** may be appointed is Step 4 (four). New **Instructors** who satisfactorily complete the required **adult education** coursework in their first year shall have their full experience applied retroactive to their date of hire.

A9.18 NEW: RESIGNATION

- a) **A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who wishes to resign effective the last day of their Scheduled Instructional Year shall provide written notice of this intent no later than May 1st of that year.**
- b) **A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who resigns after May 1st will not be entitled to removal expenses unless the resignation is accepted without prejudice.**
- c) **A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who provides notice of resignation earlier than May 1st will be entitled to be paid a bonus as follows:**
 - i. **A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who remains on active duty until the end of the Scheduled Instructional Year, or who is on Employer approved leave at**

the end of the Scheduled Instructional Year, and who provides written notice of resignation no later than April 1st of that year shall be paid an early notice bonus of \$300.

- ii. A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who remains on active duty until the end of the Scheduled Instructional Year, or who is on Employer approved leave at the end of the Scheduled Instructional Year, and who provides written notice of resignation no later than March 1st of that year shall be paid an early notice bonus of \$500.

The early notice bonus is payable on the last paycheque of the Scheduled Instructional Year and not before.

A College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) who withdraws his or her resignation will not be entitled to the early notice bonus.

- (d) A term College Educator (Instructor, Chair, Program Head, Coordinator, or Adult Educator) shall not be entitled to the early notice bonus as outlined in A9.18(c).

The UNW asked a question regarding “academic year”. Recognizing that the academic year ends at different times for different program areas, we have amended our proposal to include fixed dates.