

COLLECTIVE BARGAINING

with

THE UNION OF NORTHERN WORKERS

January 25th, 2009

GNWT Response

APPENDIX 9 COLLEGE EDUCATORS

For the purposes of efficiency we have not reproduced the UNW's proposals on this Appendix. Where the UNW has a proposal we have referred to it.

Note: Where the parties appear to have agreement to a clause it has been shaded grey.

Definitions developed, and Instructor amended throughout Appendix to specify when article is applicable to Instructors, other, or to Instructors and others. Throughout the Article replace "Instructors" with "Adult Educators/Instructors".

GNWT Proposal

DELETE:

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

A9.01 NEW: DEFINITIONS

- (1) "College Educators" means employees who are involved in the delivery of programming, including Instructors, Adult Educators, Senior Instructors, Program Heads, Coordinators of Oil and Gas and Mine Training, Chairs and the Director of Trades, Apprenticeship and Industrial Training
- (2) "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.
- (3) "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.
- (4) "College Educators/Instructors" for the purpose of the Aurora College Professional Development Fund (ACPDF) means only Chairs, Program Heads, Adult Educators, the Director of Trades, Apprenticeship and Industrial Training, the Program Coordinators of Oil and Gas and Mine Training, Coordinators of Community Programs, Registrars, Manager of Student Services, Counsellors, Librarians, and Aurora College Research Institute Managers.

On A9.01 and A9.06 we will get back to the UNW with more information.

A9.01 DELETE AND REPLACE WITH NEW A9.02

- ~~(a) 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 day consists of 7.5 consecutive hours and the work week shall be 37.5 hours, Monday to Friday.~~
- ~~(b) Class contact hours for instructors shall not exceed 900 hours in any instructional year. Contact hours beyond 450 hours in either half of the year shall be on a voluntary basis and paid in accordance with A9.01(c). One contact hour shall be one hour of lecture, seminar, shop, workshop, laboratory work, tutorial or group remedial sessions.~~
- ~~(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.~~
- ~~(e) The instructor shall have a minimum of one week without class contact between courses.~~
- ~~(f) An instructor's vacation leave taken between the end of that instructor's instructional year and the start of the instructor's next instructional year shall not be counted as working days for that instructor.~~

The UNW has a proposal to amend this language. On January 24th the UNW indicated that their proposals were consistent with the recommendations of the Committee examining class contact time and the instructional year at Aurora College. We are not aware of any recommendations coming out of that Committee and prefer our proposal on Scheduling of Workloads.

We recognize that both the UNW and we have identified a number of common factors that should be considered as forming part of contact hours. We do not agree that every moment an instructor/educator spends with a student should be considered a student contact hour. Tutorial sessions may not necessarily be contact hours. We have a proposal on field-based instruction. We do not agree that examination invigilation would be a contact hour. We have suggested that office hours would be considered as non-instructional hours.

We prefer our proposal on the number of contact hours, and the number of non-instructional hours which would make up the educator/instructors scheduled workload.

We would prefer to have one continuous instructional year.

We do not agree with the UNW proposal with respect to overtime.

We do not believe that contact hours should be determined on the basis of a fiscal year. We believe contact hours should be based on a scheduled instructional year. A scheduled instructional year is the individual instructional year for an Instructor/Educator as approved by the Campus Director.

We believe the scheduling of program delivery and contact hours is the responsibility of the Program Manager.

We recognize that we and the UNW have identified a number of common factors that will be considered in determining the number of contact hours for an educator/instructor.

We require some clarification of terms used in the UNW proposal:

- *Nature of student intake*
- *Nature of students*
- *Spread of teaching hours in a week*

Also in A9.01(d)(2)(i) we would like clarification of your reference to being assigned less than $\frac{3}{4}$ of the maximum.

A9.01(d)(3) (UNW proposal) is similar to our new A9.0X where we describe the maximum number of courses for each category. We can have discussions about the maximums, particularly in the Certificate/Diploma/Careers program area.

We believe curriculum development should be considered as non-contact hours.

A9.0X NEW

SCHEDULING OF WORKLOADS

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, instructional staff perform related professional responsibilities to support their instructional and administrative duties.

- a) The Employer will schedule Instructors to work 200 days in an instructional year which is typically between September 1 - June 30. When a program begins prior to September 1 or ends after June 30, the Employer will schedule the Instructor's instructional year accordingly, not to exceed 200 days.**

- b) The weekly hours of work will not normally exceed thirty-seven and one-half (37.5) hours inclusive of student contact hours.**
- c) An Instructor's workload will consist of student contact hours and non-instructional hours:**
 - i) Student contact hours shall consist of those scheduled hours assigned in (d) below that the Instructor conducts in the classroom, shop, lab, field based instruction situations, 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, posted available office hours (Five hours per week), professional development and training, travel bonus days, travel days for community instruction, and equipment maintenance.**
- d) The annual workload for each Instructor shall be determined by the Program Manager, 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: class size, nature of course, number of different courses, mode of delivery, evaluation methods, spread of teaching hours in a day 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.**
- e) 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 900 hours. Workload may be unevenly distributed throughout the year.**
- f) 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**

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.

In these circumstances, all student contact hours shall be included as part of the Instructor's annual workload set out in (e) above.

Instructors will be assigned an annual course load as follows:

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

g) Field-based Instruction

Field-based instruction time that is taught as part of an Instructor's regular annual workload (see (e) above) will be paid at 12 hours straight time per day up to seven (7) days per week.

**A9.01 (h) AMEND AND RENUMBER
Overtime**

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), (b), (e), or (f) shall receive overtime at one and one-half times his/her straight time rate. **Work days outside the scheduled instructional days will be remunerated at 1.5 times the Instructor's regular hourly rate of pay.**

i) Adult Educators work schedules are not guided by Student Contact Hours or non- instructional hours

AMEND AND RENUMBER:

A9.03 (a) Annual salary is calculated on the basis of an Instructor working 200 days per instructional year.

(b) 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.

(a) One(1) year Training Program

Year one: 90% of Basic Adult Educator Salary

(b) Two year Training Program

Year One: 80% of Basic Adult Educator Salary

Year Two: 90% of Basic Adult Educator Salary

This provision is moved from former Appendix A6 and the rates increased to line up with other Trainees and Apprentices.

A9.03 DELETE -

~~“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.”~~

This change ensures that mandatory leave is applied during this period of time.

AMEND TO READ AND RENUMBER:

VACATION LEAVE

A9.04 The following clauses of Article 18 do not apply:

18.01

18.02 (1)(e)(iii)

18.04

A9.04(a) NEW

(a) Instructors will take vacation leave between July 1 and August 30, unless otherwise approved by the Employer.

The UNW asked why this proposal was included. It was included to ensure that instructors/educators understand the expectation to take their vacation between July 1 and August 30th and not during the instructional year.

AMEND TO READ AND RENUMBER

(b) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than an ~~an indeterminate fulltime~~ 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.

MOVE AND AMEND A9.01(f) TO READ AND RENUMBER

(d) 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.

A9.04 AMEND TO READ AND RENUMBER:

PROFESSIONAL DEVELOPMENT COMMITTEES

ADD:

A consideration when allocating professional development funding is maintaining professional designations of staff. It is the College Educator's/Instructor's responsibility to ensure that his/her required credentials are current and maintained.

On January 24th the UNW asked why this new language is being proposed. In order to be an Instructor at the College the individual must have the appropriate credentials. Our concern is some Instructors have not been maintaining their credentials. It has always been the responsibility of the Instructor to maintain their credential; one of the purposes of the Professional Development fund is to support the employee in maintaining these credentials. This statement makes it clear to both the Instructors and the Professional Development fund Committee members that Professional Development funds are to be used for this purpose.

A9.05 AMEND TO READ

(1) **Professional Development Committee Structure**

MOVE “(For the purposes of Professional Development only, the term instructor shall include Chairpersons, Directors of Community Programs, Department Heads, Counsellors, Librarians and Aurora Research Institute Managers).”

This provision has been moved into two places:

- **A9.06**
- **Definitions section of A9**

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 **from** ~~for the College~~ in each of the first five areas listed below, and shall be fulltime ~~instructors~~ **staff** 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).~~

On January 24th the UNW asked why the changes were made in the paragraph above. We will provide a detailed response to the UNW when we next meet.

A number of changes were made below.

The Aurora Research Institute was added as a member of this committee. Although they participate in the PD fund under the current language, they have no representation.

The Librarians, Counsellors, Program Chair and Community Program Directors (now Chairs of Community Programs) can all be accommodated through one of the Campuses.

AMEND TO READ:

“WEST”

- (1) Aurora Campus, **Beaufort-Delta and Sahtu 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 Regions**
(2 members)

- (5) **Aurora Research Institute** Librarians/Counselors/Program Chairpersons/Community Program Directors (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/Degree Programs, and Trades.**

We have added in "Certificate" above as identified in the UNW proposal. We believe this results in agreement on this language.

(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;~~
- (c) to determine the individual professional development needs of 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 instructors within the limits of funds available;

The UNW has a proposal to delete (b) and (c) above. We agree the deletion of (b) is appropriate. The language in (c) is consistent with the language we propose to add to this article as well as our new A9.06 (1).

ADD AND RE-ALPHABETIZE

- (e) to develop and maintain a Professional Development Guidelines Manual for reference and distribution;**
- (f) to develop a working budget which will provide for the professional development program for instructors;**

- (g) to provide for appropriate evaluation procedures for the professional development program;
- (h) 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.

A9.05 AMEND TO READ AND RENUMBER:

PROFESSIONAL DEVELOPMENT FUNDING

A9.06 (1) Funds will be provided by the College for professional development (PD) activities **consistent with the College's goals and objectives.**

The employer wishes to discuss the current state of the Professional Development fund and options for future direction. The fund currently has \$1,000,000, an amount that far exceeds the annual training approved – in the area of \$100,000 to \$200,000 per year depending on requests made. We are currently the sole contributor to the PD fund. We would like to discuss either a temporary cessation of funding or lower contribution rates.

College employees eligible to apply for these funds include: College Educators, Instructors, Chairs, Program Heads, Adult Educators, the Director of Trades, Apprenticeship and Industrial Training, the Program Coordinators for Oil and Gas and Mine Training, Coordinators, Community Programs, Registrars, Manager of Student Services, Counsellors, Librarians and Aurora Research Institute Managers).

Moved and amended from A9.04(1). Access to the fund expanded to more Educators, and for broader types of professional development.

DELETE “funding” and AMEND TO READ:

- (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 A9.06(2)(a).

On January 24th the UNW asked what the purpose of this change was. This change was to be a clarification – it does not result in any substantive change in the working of the committee.

A9.06(2)(c) AMEND TO READ

- (c) In addition to the above, a **Short Term Training Fund (STETF)** shall be set up equivalent to **one thousand** dollars (\$**1,000.00**) per year per full-time instructor to be administered by the ~~Program Heads~~ **Campus Director. The funds may be accessed by the Campus Director to support professional development workshops for access by all staff at the campus.**

Currently the Campus Director may identify a cross Campus need for training. In these cases it is more economical to bring an instructor to the Campus rather than sending a number of people away for the training.

The Short Term Training Fund is separate from the Professional Development Fund.

NEW

AMEND TO READ:

- (d) **Professional Development Education and Training Funds shall be used to support the development and delivery of the Certificate in Adult Education Development Program (CAED) to a maximum of \$50,000, per year.**
- (3) Professional development training funds shall be used for educational purposes only.

The UNW has a proposal to authorize up to 5% of the annual funding to support travel and costs for committee meetings. We support this proposal in principle but want to clarify that it is 5% of the annual 3% funding that can be used for committee meetings. If this is the case, we suggest this article be finalized once other articles around the Professional Development fund are resolved.

AMEND TO READ AND RENUMBER:

**TYPES OF PROFESSIONAL DEVELOPMENT
OPPORTUNITIES, WHICH SHALL BE AVAILABLE AND SUPPORTED**

A9.07 (1) Long-term education and training:

(a) Educational Leave;

NEW:

(b) 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 half-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.

On January 24th the UNW asked if the reference to "half time" could be changed to part-time. The reference to half-time is for situations when leave is granted. When leave is granted instructors must be replaced – it is not operationally feasible to allow all variations of part-time leave.

(c) Professional Experience Leave;

(d) Leave Without Pay;

AMEND TO READ:

(e) Audit of apprenticeship courses for upgrading of **technical skills** of not less than 6 weeks duration;

(f) Staff exchange-national or international.

We have amended our proposal to put back in the "not less than 6 weeks duration". We have added a reference to audit of apprenticeship courses under short - term education and training below.

A9.07 **AMEND TO READ**

(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.**

AMEND TO READ AND RENUMBER

LONG-TERM EDUCATION AND TRAINING REGULATIONS

A9.08 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.

AMEND TO READ:

- (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 an College educator/Instructor. Seasonal indeterminate employees may be considered on a pro-rated basis**

The UNW expressed concerns about the 3 year employment requirement. The 3 years of employment requirement already exists in the current 9.07(8) where funding is provided only for instructors with three or more years of service.

AMEND TO READ:

- (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 work for other Instructors. The major selection criteria shall be:
- (a) **The applicability and value of the education and training program to the requirements of the College;**
 - (b) **Three years of continuous service as an indeterminate, seasonal indeterminate, or full- time term College Educator/Instructor;**
 - (c) **The request by an instructor for Educational Leave shall be accompanied by a recommendation from ~~the Head of the program~~ the program manager and the Campus Directors/Executive Director of the Aurora Research Institute.**

AMEND TO READ:

- (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 (i.e.: 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.**

The UNW proposal for changes to this article does not set out what leave period is being applied for. We agree with the UNW that the reference to short term leave can be removed.

(5) Applications to the Committee must be in writing **and completed in accordance with the guidelines set 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 **A9.08**:

AMEND TO READ:

(i) An allowance based on the number of completed years of service of a **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.
- (ii) Where leave is granted for a full academic year of study, the instructor shall receive tuition and required textbooks, travelling 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 instructor shall receive tuition and required textbooks, transportation to and from the educational institution, and an accommodation allowance of a maximum of \$150.00 per week.

The UNW proposal to increase the accommodation allowance is monetary.

- (iv) An allowance **from the Fund** equivalent to 100% of present salary will be paid to instructors granted Educational Leave, when:

This is to clarify that the allowance is paid from the Fund.

- (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) 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) 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) An instructor not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. An instructor 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 instructor 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) An instructor 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 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 instructor's Education Leave application, the 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 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 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 an instructor 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 instructors may be eligible for Summer Session assistance immediately after being hired.
- (18) Term instructors whose term of employment is for two or more years may be eligible for Summer Session assistance immediately after being hired.
- (19) 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 \$150 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 \$150.00 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.

The UNW has a proposal to increase the accommodation allowance from \$150 to \$500 per week. The UNW has also proposed a new article. These proposals are monetary.

A9.08 AMEND TO READ AND RENUMBER:

PROFESSIONAL EXPERIENCE LEAVE

- A9.09 (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 ~~full-time instructor~~, **seasonal indeterminate, or full-time term** instructor shall be eligible for Professional Experience Leave.

On January 24th the UNW asked why “indeterminate” was added. It was added because seasonal employment is not necessarily indeterminate.

- (3) Applications to the Professional Development Committee must be in writing. **and recommended by the program manager and by the Campus Director.**

This is a reflection of current practice.

- (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) An instructor seconded to a "Temporary Employer" as per Clause A9.09(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 A9.09 (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 instructor on Professional Experience Leave, the instructor must keep the College informed of his/her salary while on Professional Experience Leave.
- (10) The maximum number of 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 instructor's annual salary, the member shall serve the College for a period of time equal to the time served in Professional Experience Leave.
- (12) An instructor not returning to the College must repay all remuneration plus accumulated interest (prime plus 2%) paid by the College. An 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 instructor from all liabilities under the terms of this Agreement.

- (14) The College shall assure the 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 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) 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.

AMEND TO READ AND RENUMBER:

AUDIT OF APPRENTICESHIP COURSES FOR UPGRADING OF TECHNICAL SKILLS

- A9.10
- (1) "Audit of Apprenticeship Courses for Upgrading" shall refer to leave for the purpose of auditing a course for which the instructor already has credit. The purpose of this audit shall be to refresh and upgrade the 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. It is the responsibility of the College Educator/Instructor to take the lead in ensuring that his/her credentials are current and maintained.**

This recommendation process reflects current practice.

Our comments on the new language at the start of the Professional Development Committee portion of this Appendix apply here.

- (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 **and expenses.**

The UNW asked what the reference to expenses was. This reference is meant to include the same expenses the UNW's new language (5) refers to. We will have additional responses to the UNW's new language when we next meet.

RENUMBER

LEAVE WITHOUT PAY OR ALLOWANCES

- A9.11 (1) Where operational requirements permit, leave without pay or allowances may be granted in special circumstances to an instructor provided that the 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 **A9.11(1)** shall be waived when it can be established that the instructor was unable to comply with the time limits specified.
- (3) An 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 instructor.
- (4) Instructors on leave without pay shall have the right to pay into all normal benefit packages including the Employer's share if required.

A9.11 DISCUSS AND RENUMBER

SHORT-TERM TRAINING

A9.12 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 an instructor in his/her duties or potential employment within the College shall be requested through ~~the Head of the Program~~ **the program manager and Campus Director**.

This reflects current practice.

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 instructor and to Aurora College.

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

CONFERENCES, SEMINARS AND WORKSHOPS

AMEND TO READ AND RENUMBER:

- A9.13 (1) Attendance at conferences, seminars or workshops that are directly related to an 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.**

This reflects current practice.

- (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

AMEND TO READ AND RENUMBER:

- A9.14 (1) 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~~ **will be funded through the** Professional Development Funds where the course is made mandatory.

We see this as a monetary issue.

OTHER ITEMS

AMEND TO READ AND RENUMBER:

- A9.15 Notwithstanding any of the regulations cited in Clause A9.08, instructors seeking Long Term **Education and** Training for reasons of redundancy may be given top priority.

INSTRUCTORS' TRAINING

AMEND TO READ AND RENUMBER:

- A9.16 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 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~~ **The program must be completed within five 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.

We will provide a more detailed response to the UNW when we next meet.

NOTIFICATION

AMEND TO READ:

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 **only**, the Selection ~~Board~~ **Committee** may act as the Educational Review Committee.

We will provide a more detailed response to the UNW when we next meet.

AMEND TO READ AND RENUMBER

A9.17 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.

The UNW has a proposal which is monetary.

AMEND TO READ AND RENUMBER:

A9.18 APPOINTMENT

New ~~employee~~ **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.

A9.19 NEW: RESIGNATION

-
- a) **A College Educator (Instructor, Chair, Program Head, Co-ordinator, 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 sixty (60) calendar days before the last day of the academic year.**
 - b) **A College Educator (Instructor, Chair, Program Head, Co-ordinator, or Adult Educator) who resigns after the dates in A9.19(a) will not be entitled to removal expenses unless the resignation is accepted without prejudice.**
 - c) **A College Educator (Instructor, Chair, Program Head, Co-ordinator, or Adult Educator) who provides notice of resignation earlier than required in Article A9.19(a) will be entitled to be paid a bonus as follows:**
 - i. **A College Educator (Instructor, Chair, Program Head, Co-ordinator, 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 90 calendar days before the last day**

of the scheduled instructional year shall be paid an early notice bonus of \$300.00.

- ii. A College Educator (Instructor, Chair, Program Head, Co-ordinator, 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 120 calendar days before the last day of the scheduled instructional year shall be paid an early notice bonus of \$500.00.

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, Co-ordinator, 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, Co-ordinator, or Adult Educator) shall not be entitled to the early notice bonus as outlined in A9.19(c).

The early resignation bonus allows for better management of college programs and course offerings by ensuring the College has appropriate notice when an Instructor is planning to resign.
