

APPENDIX A9  
COLLEGE EDUCATORS

A9.01 For the purposes of Appendix A9, a Program Manager is the immediate supervisor of a College Educator/Instructor. The Program Manager may be a Senior Instructor, Program Head, Coordinator, Chair, Librarian, Aurora Research Institute Manager, Campus Manager, Director or other position identified as the immediate supervisor of the College Educator/Instructor.

- (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 day 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 term or indeterminate Instructor on strength on May 31<sup>st</sup> shall be determined by the program manager or designate, who will discuss with and inform the Instructor by May 31<sup>st</sup>, whenever possible, of 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
  - m. multi-level course delivery
  - n. research
- 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 one (1) hour per week per course instructed 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, 7.5 hours per day or 37.5 hours per week shall receive overtime in accordance with Article 23 except when Instructors are assigned field based education.

Instructors in certificate and diploma programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Instructors in degree programs other than health programs who are required to instruct in excess of 450 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Respecting the clinical nature of health programs, Instructors who oversee clinical placements and are required by the

Employer to instruct in excess of 700 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. Clinical supervision is counted as one to one student supervision and therefore instructional hours will be calculated at 100% of the hours indicated in the course/program outline.

Instructors in Developmental Studies who are required by the Employer to instruct in excess of 750 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.

Respecting the diversity of the role of Adult Educators in the various communities, their work plans shall be determined by the Chair of Community Programs or designate, who will discuss with and inform the Adult Educator at the beginning of the academic year. ~~The scheduled instructional hours shall be determined based on the workload requirements.~~ **Adult Educators who are required by the Employer to instruct in excess of 1,000 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum.**

Instructors in the Trades area who are required by the Employer to instruct in excess of 900 scheduled instructional hours in one instructional year shall receive overtime at one and one-half (1.5) times her/his straight time rate for each scheduled instructional hour over the maximum. This category includes Instructors in the Observer Communicator Program.

Recognizing that Instructors supervising practicums/work placements/preceptorships are not in constant contact with students, instructional hours will be calculated at one (1) hour per student per week of each full-time practicum/work placement/preceptorship assignment. In the event that the practicum/work placement preceptorship is not full time, the one (1) hour per student per week shall be prorated (e.g. If the work placement is for 1 day per week, it will take 5 weeks of the work placement for the Instructor to be provided with one (1) instructional hour).

Where an Instructor is assigned field-based education and is responsible for students outside the regular hours of work of Monday through Friday for the completed hours of 5:00 p.m. to 8:30 a.m. the following morning she/he will be paid in addition to the Instructor's regular rate of pay for an additional six hours at the rate of time and one-half (1.5). In the case where an Instructor has to bring a student(s) back prior to 8:30 a.m. she/he will be paid overtime for all hours worked in accordance with Article 23.

Instructors who are assigned field based education and who are responsible for students on designated paid holidays or days of rest will be paid a maximum of 12 hours pay per day at the applicable overtime rates.

Instructors who are required by the Employer to instruct in more than one of the above noted program areas will have their maximum instructional hours prorated based on the maximum hours in each area indicated above. Certificate, diploma and degree Instructors who are required by the Employer to instruct in the Developmental Studies area and who instruct in excess of 550 scheduled instructional hours in one instructional year shall receive overtime at time and one-half (1.5) times her/his straight time rate for each hour over the maximum.

*Example 1:*

A Developmental Studies Instructor who is assigned two 45 hour courses in a credit program and the remainder in Developmental Studies shall have the following calculation for his/her maximum instructional hours:

Certificate, Diploma, Degree: 90 hours divided by 450 hours equals 20% of a full time.  
Developmental Studies: 80% of 750 hours equals 600 hours.  
Maximum instructional Load: 90 hours plus 600 hours equals 690 hours.

*Example 2:*

A certificate, diploma, or degree Instructor who is assigned one 210 hour course in Developmental Studies and the remainder in a certificate, diploma, or degree program shall have the following calculation for his/her maximum instructional hours:

Developmental Studies: 210 hours divided by 750 hours equals 28% of a full time.

Certificate, diploma, or degree: 72% of 450 hours equals 324 hours.

Maximum instructional load: 210 hours plus 324 hours equals 534 hours.

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

The pay rate for Adult Educators in training 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
- (f) The Instructor shall have a minimum of five (5) working days without scheduled instructional duties at the end of each semester/term and at the end of each program delivery. If semesters overlap, five (5) working days shall be scheduled without instructional duties.
  - (g) 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.
  - (h) "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.
  - (i) "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.

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

#### VACATION LEAVE

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

18.01    18.02(1) (e)(iii)    18.04

- (a) Instructors shall have a total of forty-six (46) days of vacation leave. Instructors hired on other than a full time status shall earn their vacation leave entitlement on a prorated basis.
- (b) Where in any vacation year an employee has not been granted all of the vacation leave credited to 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.

#### PROFESSIONAL DEVELOPMENT COMMITTEES

A9.03 (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. The professional development funding may be used to support College Educators/Instructors in maintaining professional designations and credentials that are directly related to their position.

"College Educators/Instructors" for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), ~~Chairs~~, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, **Library Technicians**, and Aurora College Research Institute Managers, **and research staff**. "Full-time Indeterminate and term College Educators/ Instructors" for

the purpose of Professional Development shall include ~~full-time~~ seasonal College Educators/Instructors.

There shall be a Professional Development Committee for Aurora College. The Professional Development Committee will consist of a total of seven (7) members. **One member shall be appointed by the President of Aurora Collage and shall be a member of the Bargaining Unit.**

The **other** Members of the Committee shall be appointed through nomination and election by members of each area for the College in each of the first five areas listed below and shall be ~~full-time~~ instructors of the College. ~~“College Educators/Instructors” for the purpose of Professional Development only means Instructors (including Senior Instructors, Program Heads and Adult Educators), Chairs, Program Coordinators, Coordinators of Community Programs, Coordinators of Continuing Education, Coordinators of Student Success Centres, Counselors, Librarians, and Aurora College Research Institute Managers. “Full-time indeterminate and term College Educators/Instructors” for the purpose of Professional Development shall include full-time seasonal College Educators/Instructors.~~ The nomination and election process shall be administered by the Committee.

- i. Aurora Campus, Beaufort-Delta and Sahtu-Regions (1 member)
  - ii. Yellowknife/North Slave Region (1 member)
  - iii. Community Program - Adult Educators (1)
  - iv. Thebacha Campus, South Slave and Deh Cho Regions (2 members)
  - v. Librarians/**Library Technicians, Research Staff, Counselors/Coordinators/Program Chairpersons** and the Aurora Research Institute Managers (1 member)
  - vi. ~~President or his/her Appointee (1 member)~~
- Total = 7 members

**The Committee shall choose a chairperson. The normal term of office is two years. 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;**

**Notwithstanding the above Committee structure, the Committee shall endeavor to have at least one representative from each of the**

**three areas of study, Developmental Studies; Certificate, Diploma and Degree Programs; and Trades.**

(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 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**

**RESERVE**



- A9.04 (1) Funds will be provided by the College for professional development activities consistent with the 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 indeterminate, and term College Educator/Instructor salaries. The College will annually replenish the fund by an amount equal to 3% of full-time indeterminate and term College Educator/Instructor salaries at April 1<sup>st</sup>. This fund is established for long-term training.
- (b) Any 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 A9.04(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)~~ **two thousand dollars (\$2,000)** per year per full-time indeterminate and term College Educator/Instructor to be administered by the **school chair or program head as designated by the** Vice President or Director of each division.
- (d) On March 31<sup>st</sup> of each year, if monies in the long term training fund described in A9.04 (2) (a) exceed more than twice the contribution amount from April 1<sup>st</sup> of the previous calendar year then an amount equivalent to seven hundred fifty dollars (\$750) per full-time indeterminate and term College Educator/Instructor on strength as of March 31<sup>st</sup> shall be transferred from the long term training fund to the short term training fund.
- (3) Professional development training funds shall be used for educational purposes only except as provided in A9.04 (4).
- (4) The Professional Development Committee may authorize the expenditure of up to 5% of the annual funding allocation under A9.04 (2) (a) to cover travel, meal and accommodation costs for one or two face to face meetings per year for the Committee

members, 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.

- (5) Professional development training funds shall be used for individual purposes and not be used for group training. In cases where several College Educator/Instructors want to attend the same event, the College Educator/Instructors, or the Employer, may request that short-term training funds be used to have the event delivered locally.

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

- A9.05 (1) Long-term education and training:
- (a) Educational Leave;
  - (b) Professional Experience Leave;
  - (c) Leave Without Pay;
  - (d) Audit of apprenticeship courses for upgrading for technical skills not less than 3 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.
  - (g) **Research activities and research release time**
- (2) Short-term education and training:

- (a) Distance Education (programs offered by a recognized and accredited university or college) or short course attendance;
- (b) Conferences, seminars and workshops.
- (c) Audit of apprenticeship courses for upgrading of technical skills of less than 3 weeks duration.

## **LONG-TERM EDUCATION AND TRAINING REGULATIONS**

### A9.06 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 ~~full-time~~ indeterminate or term College Educator/ Instructor shall be eligible for:
  - (a) Education Leave after three (3) years of employment -with the College as a College Educator/Instructor. Seasonal employees may be considered on a pro-rated basis.
  - (b) For Distance Education Program funding immediately after hire.
- (3) The Professional Development Committee shall review all applications for Educational Leave 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 program manager and the Vice President or Director of the employee's division.
- (4) Applications for Long-term Education and Training as defined in A9.05 (1) will be reviewed twice a year by the Professional Development Committee. The Committee shall reach a decision no later than October 31<sup>st</sup> for applications submitted by September 30<sup>th</sup> and no later than April 30<sup>th</sup> for applications submitted by March 31<sup>st</sup>. Applications for Summer educational

leave shall be submitted to the Professional Development Committee no later than March 31<sup>st</sup>. 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 A9.06:
  - (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 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. Removal expenses shall be the same as those identified in Article 43.04.
  - (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 \$500 per week.
  - (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.
  - (v) 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) College Educators/Instructors not returning to the College must immediately repay all monies, plus accumulated interest (prime plus 2%), paid by the College. College Educators/Instructors returning to service at the College, but not fulfilling their 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) College Educators/Instructors who fail to complete their 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 College Educator/Instructor uses his/her vacation 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) ~~Full-time~~ Indeterminate College Educators/Instructors may be eligible for Summer Session assistance immediately after being hired.
- (18) ~~Full-time~~ 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. A term College Educator/Instructor who was initially hired for a one year term and whose term is extended for another year (or longer) will become eligible for Summer Session assistance immediately after being extended. For a term College Educator/Instructor whose term of employment has not been extended, the term must not end sooner than the end of the Summer Session plus a period of service to the College of not less than four months.
- (19) College Educators/Instructors using their vacation 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 \$500 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 \$500 per week for the duration of the study period, and travel expenses equal to the cheapest air fare or **kilometrage**, whichever is lowest, to and from the educational institution.

### **PROFESSIONAL EXPERIENCE LEAVE**

- A9.07 (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, or ~~full-time~~ term College Educator/Instructor shall be eligible for Professional Experience Leave.

**Renew the remainder of the Appendix.**