

INTERIM MEMORANDUM OF AGREEMENT

THE UNDERSIGNED NEGOTIATORS ACTING ON BEHALF OF THE COLLEGE OF NEW CALEDONIA (hereinafter "the Employer") AGREE TO RECOMMEND TO THE COLLEGE OF NEW CALEDONIA BOARD AND IF THE COLLEGE OF NEW CALEDONIA BOARD APPROVES, THEN TO THE POST-SECONDARY EMPLOYERS' ASSOCIATION BOARD OF DIRECTORS;

AND

THE UNDERSIGNED NEGOTIATORS OF THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA (hereinafter "the Union") AGREE TO ~~RECOMMEND~~ *Present* TO THE MEMBERSHIP OF THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA;

THAT THEIR COLLECTIVE AGREEMENT WHICH RENEWS THE 2007-10 COLLECTIVE AGREEMENT, SHALL CONSIST OF THE FOLLOWING AMENDMENTS TO THEIR 2007-2010 COLLECTIVE AGREEMENT TOGETHER WITH THE MEMORANDUM OF AGREEMENT AGREED TO AT THE 2010 FACULTY COMMON TABLE NEGOTIATIONS:

DATED this 21 day of Nov., 2011.

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE EMPLOYER:

BARGAINING REPRESENTATIVES ON  
BEHALF OF THE FACULTY  
ASSOCIATION OF THE COLLEGE OF  
NEW CALEDONIA:

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**LETTER OF AGREEMENT  
 BETWEEN:  
 THE COLLEGE OF NEW CALEDONIA  
 AND:  
 THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: WORK ON STATUTORY HOLIDAYS**

Due to the nature of contract training, faculty employees may be required to work on a statutory holiday. If a faculty employee is required to work on a statutory holiday, the following shall apply:

1. When a regular faculty employee or a faculty employee on the Non-Regular Seniority List is required to work on a statutory holiday, he/she must give prior written permission. In the case of sessional or part-time appointees not on the Non-Regular Seniority list, the permission of the Faculty Association is also required.
2. An employee who works on a statutory holiday must be paid one and one half (1 1/2) times the employees' regular wage for time worked for that day.
3. In addition, the College must give the employee a working day off with pay.

This agreement expires at the end of the current collective agreement unless specifically renewed by the parties.

COLLEGE OF NEW CALEDONIA

 FACULTY ASSOCIATION OF CNC

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DATE: November 10, 2011  
 Originally signed: April 5, 2005

**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND:**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: ON-LINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS**

In order to provide workload language for online distributed learning courses that have been offered or are being developed at CNC, and to review such activities, the parties agree that online distributed learning shall be governed by the following for the remainder of this collective agreement:

1. **Education Council:** Online distributed learning courses represent an alternate method of delivery of course material; therefore, Education Council need not approve distributed learning courses on current course material unless this involves major curriculum revisions. However, if the course being developed is actually a new course, Education Council's approval will be required as it is for any other course. Education Council's acceptance of such offerings shall in no way limit the application of Article 9 (Technological Change) of the local collective agreement.
2. **Curriculum Development:**
  - a. A full-time or regular faculty employee developing an online course shall be provided with a minimum of one (1) section of release for every course he or she develops. The workload release will be determined by mutual agreement of the faculty employee and his or her Dean/Director/Regional Director. The extent to which the College provides technical assistance to the faculty employee in placing the course materials online may be a factor in determining the workload release. This workload agreement shall occur in advance of implementation.

- b. If a full-time or regular faculty employee is required to prepare major curriculum revisions or successfully makes a case that major curriculum revisions are necessary, the workload release shall be determined by mutual agreement of the faculty employee and his/her Dean/Director/Regional Director as outlined in Article 10.10.1 of the Local Agreement. This workload agreement shall occur in advance of implementation.
    - c. Non-regular part-time faculty employees developing or revising course materials are considered Type 4. The hours required for the course development shall be reached by mutual agreement of the faculty employee and his/her Dean/Director/Regional Director. This workload agreement shall occur in advance of implementation. The written agreement of the Faculty Association is also required. It is recognized that the nature of on-line development opportunities requires that the parties reach agreement in a timely manner.
3. **Course Instruction:**
  - a. For faculty employees, the course delivery hours will equal the length of the course.
  - b. Since the online environment may be a new experience, faculty employees using this medium for the first time will be given additional time to assist with delivery. This additional time will be determined by mutual agreement between the faculty employee and his or her Dean/Director/Regional Director. This workload agreement shall occur in advance of the implementation. The Faculty Association shall be informed of this workload agreement in accordance with Article 10.19.2 of the Local Agreement.
4. **Class Size:** The number of students to be enrolled shall be set by mutual agreement of the faculty employee and the Dean/Director/Regional Director having due regard for the method of delivery, the kind of course offered and the demands of an online

environment. Mutual agreement shall not be unreasonably denied by the faculty employee or the Dean/Director/Regional Director.

- 5. **Workload Classification:** Delivery workload will be according to the workload classification in Article 10 of the Local Agreement.
- 6. **Technical Support and Training:** The College will provide adequate technical support and training for all faculty employees teaching online courses.
- 7. **Copyright:**
  - a. The copyright provisions of Article 16.3 of the local agreement and Article 5 of the Common Agreement apply.
  - b. When external funding is acquired for curriculum development, copyright provisions of the funding contract apply.
- 8. As per Article 6.6.9 of the Common Agreement, no regular employee will be laid off as a direct result of the introduction of distributed learning or education technology.

This letter of agreement expires on renewal of this Agreement unless specifically renewed by the parties.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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DATE: November 10, 2011

Originally signed: April 5, 2005

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: PRIOR LEARNING ASSESSMENT - PLA (ARTICLE 4) – COMMON  
AGREEMENT**

In order to provide an opportunity for review of PLA related activities, the parties agree to the following:

1. After a PLA candidate has been referred to the discipline or content specialist faculty employee by the PLA Coordinator, an initial consultation will be conducted between the PLA Coordinator and the faculty employee.
2. After consultation with the PLA Coordinator, the methodology and length of time to perform PLA for a specific course shall be mutually agreed on by the administrator (Dean, Regional Director, or Director) and the faculty employee prior to any work being conducted. The work required for PLA includes but is not limited to “classroom-based and individual advising; classroom-based and individual assessment, training and upgrading; development of assessment tools; and training in the use of flexible assessment”. Faculty employees shall keep academic administrators apprised of any changes to initial work estimates.
3. Each hour of PLA work is equivalent to one hour of faculty employee’s hourly pay at the time the PLA work is conducted.
4. Full-time faculty employees, who, pursuant to the Collective Agreement have full workloads (meaning the maximum number of students and/or the maximum number of hours) and who provide PLA work shall be paid overload rates as per the Collective Agreement or by mutual agreement may opt to take a section(s) release in a future academic term.

5. Part-time faculty shall be paid hour for hour for PLA work. For part-time employees who are at or near their maximum part-time workload, PLA work shall not change their appointment status from part-time to sessional unless PLA takes more than three (3) hours per week above the part-time maximum hours.
6. Employer-paid training time and expenses in the methodology and application of PLA shall be made available on an annual basis.
7. The parties agree that this letter of agreement shall be reviewed in April 2002. At that time, the College shall provide the Union with information relating to the number, length, and types of PLA that have occurred within the various divisions and regions.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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DATE: November 10, 2011

Originally signed: March 28, 2001

**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND:**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: EARLY INTERVENTION SERVICES**  
**WITHOUT PREJUDICE/WITHOUT PRECEDENT**

The parties agree that the following positions from the Early Intervention Services program at the Lakes District Campus shall be included in the bargaining unit: Occupational Therapist, Physical Therapist, and Speech/Language Pathologist in. As per Articles 10.1.1 and 10.1.2 of the Collective Agreement, the parties agree that these positions will be classified as Type 4 workloads. As Type 4 faculty positions, all terms and conditions of the Collective Agreement shall apply with only the following amendments:

1. A Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist with an average of twenty two (22) to thirty-five (35) hours of service delivery is a full-time faculty employee.
2. A full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall work a maximum of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of service delivery in any one week may be increased by five (5) hours.
3. Vacation entitlement for a full-time employee:  
A full-time employee in this category shall initially receive a vacation period of twenty-three (23) working days, which shall include a period of not less than twenty (20) consecutive working days if requested by the faculty employee.  
It is specifically agreed that Chantal Phillips shall receive a vacation period of twenty-four and one half (24.5) days effective 24 months after the date of signing of this letter of agreement. Thereafter, she will receive 1.5 days of additional vacation in each subsequent year until the entitlement reaches a maximum of forty-three (43) days, the same number of vacation days as all other full-time employees covered by the Collective Agreement.



Other full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall start to progress on the special vacation entitlement granted to Chantal Phillips starting at the beginning of their fifth year of employment unless other arrangements can be negotiated with the funding agency or authority.

- 4. Vacation entitlement for a part-time employee:  
A part-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist receives pro-rated vacation pay based upon the entitlement specified in #4 above, calculated on the employees' total wages for the year.
- 5. The scheduling of vacation shall be as per Article 12.1 (a) and 12.1(b) of the Collective Agreement. It is agreed that vacation entitlement will normally be taken at a time that is least likely to interrupt service delivery.
- 6. Given that the Article 6 Regularization provisions have not been finalized at the time of this letter of agreement; and given that this letter is only for a two year term; the parties agree that regularization provisions for this category will included in any renewal of this letter.
- 7. Given that therapy must be provided on a regular on-going basis throughout the year, professional development will be taken at times mutually agreed upon by the employee and the Regional Director such that professional development does not interrupt service delivery. It is expressly agreed that professional development time for this category of employees may be taken in increments of less than a day.
- 8. Either the Union or the employer can serve notification to renew or terminate this agreement after two years from the date of signing.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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DATE: November 10, 2011  
Originally signed: August 24, 2000

**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA BOARD**  
**AND:**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: PROVISION OF ADDITIONAL EDUCATIONAL RESOURCES**

The College has the duty to accommodate students. Both the College and the Faculty Association agree to promote the educational opportunities of all students, including those who may significantly affect routine, instruction, or the learning environment of the class.

**POLICY FOR PROVISION OF ADDITIONAL EDUCATIONAL RESOURCES**

Whenever possible instructors shall be notified prior to the start of class when a student with intensive support needs enrolls. When an instructor believes that a student's presence is creating demands that are above and beyond what is a typical workload, the instructor and the instructor's administrator shall follow the following procedure for requesting additional educational resources. A Standing Committee on Additional Educational Resources shall be formed, and it shall consider requests, recommend to the Vice President Academic additional educational resources (including funding sources where appropriate), and monitor the implementation of its recommendations. This committee shall consist of, at minimum, a representative from Disability Support Services, a representative from Counselling and an academic administrator. When a situation arises, the Standing Committee shall consult the referring instructor, his/her administrator, and the student.

**PROCEDURE FOR REQUESTING ADDITIONAL EDUCATIONAL RESOURCES**

1. The instructor and/or program administrator shall make referrals to existing resources and access them as appropriate.
2. If the instructor/program administrator determines that the concern cannot be met by existing resources, he/she shall refer the concern to the Standing Committee on Additional Educational Resources.

- 3. The Standing Committee shall:
  - a. review the referral to ensure that all existing resources have been accessed.
  - b. identify means by which the referring concern can be addressed. These may include such things as recommending additional support services eg. peer or paid aide, recommending specific equipment, identifying instructional strategies, referring to internal or external support service, referring to another program or another class, recommending a delay or registration to another semester or recommending that the student withdraw.
  - c. arrange for implementation when a specific resource has been recommended.
  - d. monitor the efficacy of the suggestions recommended.

COLLEGE OF NEW CALEDONIA

~~FACULTY~~ ASSOCIATION OF CNC

DATE: November 10, 2011

Originally signed: March 16, 2001

## **MEMORANDUM OF AGREEMENT**

**Between:** College of New Caledonia  
(hereinafter referred to as the Employer)

**And:** Faculty Association of the College of New Caledonia  
(hereinafter referred to as the Faculty Association)

**And:** Canadian Union of Public Employees, Local 4951  
(hereinafter referred to as the CUPE)

This Memorandum is subject to ratification of the principles of the parties signatory hereto, and all parties agree to recommend to their respective principles, acceptance of all terms and conditions contained herein and the attached documents.

This Memorandum sets out the terms and conditions which have been agreed between the Parties with respect to matters raised as a consequence of a Section 34 Application before the Industrial Relations Council regarding employees associated with the Volunteer Adult Literacy Training Program (VALT).

It is hereby agreed that:

1. The existing positions associated with the VALT program shall be part of either the PPWC or Faculty Association bargaining units.

As agreed, the existing position in Prince George shall be part of the Faculty Association; the existing position in Quesnel shall be part of the Faculty Association. The remaining positions in Burns Lake, Vanderhoof, and Mackenzie shall remain in the CUPE bargaining unit. When employees in Burns Lake, Vanderhoof, and Mackenzie are doing tutor training and assessment of students, they shall be faculty employees.

2. All faculty contracts relating to VALT programs will not longer be considered General Interest Contracts.
3. The College will accept the mutual decision of the CUPE and the Faculty Association in determining the bargaining unit status of positions associated to VALT, and any other positions which may in the future be in dispute.
4. The Parties have defined a dispute resolution mechanism to settle bargaining unit jurisdictional disputes in the future. The dispute resolution mechanism is attached as "Appendix A".
5. The Parties will accept the definition of "primarily engaged in teaching functions" as the interpretation guidelines in future disputes. The definition is attached hereto as "Appendix B".

6. Existing positions, other than VALT will not be the subject of a dispute unless and until there is a significant change in the job duties of the position.

Signed on behalf of  
FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA

Signed on behalf of the  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 4951

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Signed on behalf of  
THE COLLEGE OF NEW CALEDONIA

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Date November 21/11

*Original memorandum was dated Dec. 9, 1993, and signed by*

*FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA  
George A. Davison  
Joan M. Connors*

*THE COLLEGE OF NEW CALEDONIA  
T. A. Weninger*

*PULP PAPER AND WOODWORKERS  
OF CANADA, LOCAL 29  
Nancy Bull  
Sue McAllister*

## Appendix A

This memorandum sets out the terms and agreements that have been reached between the CUPE, Local 4951, the Faculty Association of the College of New Caledonia and the College of New Caledonia with respect to matters raised as a consequence of the Section 34 application regarding employees associated with VALT (Volunteer Adult Literacy Training).

- 1) The parties agree that positions associated with VALT shall be part of either the CUPE or the Faculty Association bargaining units. Faculty contracts related to VALT will no longer be General Interest contracts.
- 2) The College agrees to accept the mutual agreement of the CUPE and the Faculty Association as determining the bargaining unit status of positions associated with VALT.
- 3) In the event of a jurisdictional dispute the following process will be followed:
  - a) The process can be initiated by any party, by written notice to the other party, when a position is created or the duties of an existing position are changed. The written notice must be given within ten (10) calendar weeks of the time either party could have reasonably become aware of the action.
  - b) Upon initiation, all parties shall meet and within twenty-one (21) days shall attempt to reach a mutual agreement.

The parties may, by mutual consent, waive any stage or time limits of the procedures described in 3a and 3b.

- c) If an agreement is not reached, the matter shall proceed to an informal arbitration process.
  - An arbitrator shall be chosen on a random basis from the following list of names.

Bob Blasina	<u>Irene Holden</u>
Shona Moore	<u>Bob Diebolt</u>
*	*
—	—
  - The matter will be heard by the arbitrator within ten (10) weeks of the date s/he is selected. In the event that the arbitrator selected cannot hear the matter within this 10 week time limit, the parties shall make a further choice, using the random selection process, until an arbitrator is available to conduct a hearing within the ten (10) week time limit.

## Appendix B

### ARBITRATOR'S INTERPRETATION GUIDELINE

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This guideline is intended to assist the arbitrator in determining whether or not a disputed position is "primarily engaged in teaching functions".

#### Outline of Teaching Functions

Inclusion of the following elements in a position may lead to the individual being considered to be "primarily engaged in teaching".

- 1) The exercise of professional judgement and training to determine what is educationally appropriate in:
  - a) the development/alteration of curricula
  - b) the selection, introduction and/or initial delivery of new or consequential materials, concepts, ideas or techniques to individuals or groups of individuals in an educational setting
  - c) the specification of educational data, activities and resources
- 2) The provision of professional advice to individuals in an educational setting which requires specialized subject expertise and knowledge that is acquired through training and education such as in the fields of librarians and counsellors.
- 3) The exercise of professional judgement in the independent assessment and/or evaluation of individual performance and grade assignment

#### Factors Relating to "Primarily Engaged In"

The following factors may be considered, though none by itself determine the issue.

- 1) The nature and degree of the functions actually performed;
- 2) Education, training and background required;
- 3) Terms and conditions of employment
  - The arbitrator is limited to the issue at hand and must apply the facts, as presented by the parties, to an "interpretable basis" that provides demarcation between the CUPE bargaining unit and the Faculty Association bargaining unit.

- Costs shall be shared equally between the parties.
  - No party shall use legal representation at the table but will have the opportunity to seek counsel's advice as deemed necessary. Each party will appoint a designated spokesperson.
  - All parties will make every effort to present their position in a manner which will limit the arbitration process to one day. In the event that a number of issues are being discussed, the time allowed may be adjusted.
  - The arbitrator shall report his/her decision within one calendar week to all parties.
- 4) The College agrees to accept the definition "primarily engaged in teaching functions" that the CUPE and the Faculty Association agree upon and the mechanism for resolving disputes.

Signed on behalf of  
 FACULTY ASSOCIATION OF  
 THE COLLEGE OF NEW CALEDONIA

Signed on behalf of the  
 CANADIAN UNION OF PUBLIC  
 EMPLOYEES, Local 4951

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Signed on behalf of  
 THE COLLEGE OF NEW CALEDONIA

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Date November 21/11

*Original memorandum was dated Dec. 9, 1993, and signed by*

*FACULTY ASSOCIATION OF  
 THE COLLEGE OF NEW CALEDONIA  
 George A. Davison  
 Joan M. Connors*

*THE COLLEGE OF NEW CALEDONIA  
 T. A. Weninger*

*PULP PAPER AND WOODWORKERS  
 OF CANADA, LOCAL 29  
 Nancy Bull  
 Sue McAllister*



**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA BOARD**  
**AND:**  
**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: DEAN APPOINTMENTS AND RE-ESTABLISHMENT OF SENIORITY**

Effective August 1, 1991, the Faculty Association agrees to recognize bargaining unit seniority for Dean appointees equivalent to teaching assignments during the term of the appointment. Such seniority is acquired at the time the individual becomes a member of the Faculty Association normally at the completion of the appointment.

Individuals accepting a Dean appointment must notify the Faculty Association in writing within thirty (30) days of accepting the appointment, that it is their intention to seek such accumulated seniority under the terms of this letter should they become members of the Faculty Association at the completion of the appointment. Individuals seeking Faculty Association seniority shall pay the equivalent union dues, initiation fees and other assessed charges equivalent to their teaching assignments.

The terms of this letter are in addition to those in the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

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Date Renewed: December 21, 2010

Originally signed: April 5, 2005

6.10

- h. All internal candidates shall be included in the shortlist of candidates. Internal candidates shall be considered those who have held an appointment at the college within the previous year, or have recall rights within the college. For the purposes of this article, retirees are not considered internal candidates.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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**Date: December 21, 2010**

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: EARLY INTERVENTION SERVICES**

**Agree to the incorporate the following LOA into the renewal of the 2007-10 CA in Articles 10.8, 12.1 & 10.18.**

The parties agree that the following positions from the Early Intervention Services program at the Lakes District Campus shall be included in the bargaining unit: Occupational Therapist, Physical Therapist, and Speech/Language Pathologist in. As per Articles 10.1.1 and 10.1.2 of the Collective Agreement, the parties agree that these positions will be classified as Type 4 workloads. As Type 4 faculty positions, all terms and conditions of the Collective Agreement shall apply with only the following amendments:

1. A Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist with an average of twenty two (22) to thirty-five (35) hours of service delivery is a full-time faculty employee.
2. A full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall work a maximum of thirty-five (35) hours per week. For the purpose of this article, maximum hours shall be an average over the working year. With the faculty employee's written permission, the maximum hours of service delivery in any one week may be increased by five (5) hours.
3. Vacation entitlement for a full-time employee:  
A full-time employee in this category shall initially receive a vacation period of twenty-three (23) working days, which shall include a period of not less than twenty (20) consecutive working days if requested by the faculty employee.  
It is specifically agreed that Chantal Phillips shall receive a vacation period of twenty-four and one half (24.5) days effective 24 months after the date of signing of this letter of agreement. Thereafter, she will receive 1.5 days of additional vacation in each subsequent year until the entitlement reaches a maximum of forty-three (43) days, the same number of vacation days as all other full-time employees covered by the Collective Agreement.

Other full-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist shall start to progress on the special vacation entitlement granted to Chantal Phillips starting at the beginning of their fifth year of employment unless other arrangements can be negotiated with the funding agency or authority.

4. Vacation entitlement for a part-time employee:  
A part-time Speech/Language Pathologist, Physical Therapist, and/or Occupational Therapist receives pro-rated vacation pay based upon the entitlement specified in #4 above, calculated on the employees' total wages for the year.
5. The scheduling of vacation shall be as per Article 12.1 (a) and 12.1(b) of the Collective Agreement. It is agreed that vacation entitlement will normally be taken at a time that is least likely to interrupt service delivery.
6. Given that the Article 6 Regularization provisions have not been finalized at the time of this letter of agreement; and given that this letter is only for a two year term; the parties agree that regularization provisions for this category will included in any renewal of this letter.
7. Given that therapy must be provided on a regular on-going basis throughout the year, professional development will be taken at times mutually agreed upon by the employee and the Regional Director such that professional development does not interrupt service delivery. It is expressly agreed that professional development time for this category of employees may be taken in increments of less than a day.
8. Either the Union or the employer can serve notification to renew or terminate this agreement after two years from the date of signing.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

Date: December 20, 2010

**LETTER OF AGREEMENT  
BETWEEN:  
THE COLLEGE OF NEW CALEDONIA  
AND:  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: INFORMAL HARASSMENT COMPLAINT GUIDELINES &  
APPLICATION OF ARTICLE 2 (Harassment) - COMMON AGREEMENT**

When a harassment complaint is received by an academic administrator (Dean, Director, and/or Regional Director), the following process will apply:

The academic administrator shall meet with the complainant and/or the alleged harasser and try to resolve informally the complaint in an expeditious manner. If the complaint is resolved then the manner will be considered closed.

If the complaint is not resolved, the academic administrator will refer the complainant and the alleged harasser to Article 2 (Harassment) - Common Agreement and inform the Director of Human Resources and the President or Chief Steward of the Faculty Association that the harassment complaint has been received, and whether or not the complainant and the alleged harasser agree to consensual mediation.

Should the complainant and the alleged harasser agree to mediation, the local parties will meet to discuss the nature of complaint and select a mediator from the list of local mediators.

In the event that the complainant or alleged harasser does not agree to mediation, or a resolution is not reached during mediation, the local parties agree that an investigator will be selected from the list of investigators named by JADRC or a local investigator may be chosen by mutual agreement of the parties.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

Date Renewed: December 20, 2010

Originally Signed: January 17, 2007

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping MLTS LOA insertion error**

10.4.11 Type 1(c) full-time faculty employees who have a teaching load of less than or twelve (12) hours per week in the MLTS Program, or and the Dental Hygiene Program, or fourteen (14) hours per week in the Dental Assisting Program, or fifteen (15) hours per week in Nursing Programs, or sixteen (16) hours per week in the Practical Nurse Program, or eighteen (18) hours per week in the Health Care Assistant Program may be required by their Director/Dean/Regional Director to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

**Date:** 22 Nov 2010

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COLLEGE OF NEW CALEDONIA  
AND  
THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
NEGOTIATING COMMITTEES**

**Re: Housekeeping CA Article 15.7**

- b. there is a vacant seat for the employee spouse or dependent children on the first day of class. If there is a vacant seat on the first day of class and an employee, spouse or dependent child has guaranteed a seat by paying the tuition, he/she shall be entitled to a tuition refund for the course. If a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, and a employee, spouse or dependent child has not guaranteed a seat by paying the tuition, he/she shall be exempted from paying tuition fees. For those courses where the college pays the course instructor on a per student basis, the employee, spouses, or dependent child is responsible for the instructor costs per student.

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COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

Date: 19 Nov 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

Housekeeping – Renew & place Memorandum of Settlement Re: Replacement Costs for Union Leave into the Collective Agreement.

**MEMORANDUM OF SETTLEMENT**

**BETWEEN:**

College of New Caledonia

("CNC")

**AND:**

The Faculty Association of CNC

("FACNC")

*Re: Replacement Costs for Union Leave*

WHEREAS FACNC filed a grievance dated May 26, 2006 with respect to the above-noted matter;

AND WHEREAS Article 5.5.7 of the Local Collective Agreement of CNC and the FACNC (the "Local Agreement") governs the assignment of work under the collective agreement including replacement for union leave;

THEREFORE the parties have agreed to settle the grievance on the following terms:

1. Where the term "cost of replacement" appears in article 2.4.1 and article 2.4.4 of the Local Collective Agreement of CNC and the FACNC (the "Local Agreement"), the "cost of replacement" shall be the replacement cost referred to in article 3.4.3 of the Common Agreement between the Employer's Bargaining Committee on behalf of Member Institutions ratifying the Common Agreement and the Joint Faculty Negotiating Committee consisting of BC Government & Service Employees Union ("BCGEU") and Federation of Post Secondary Educators of BC ("FPSE") (the "Common Agreement"). For greater certainty "cost of replacement" is the cost for the individual who is carrying out the duties of the individual released.
2. CNC will make all reasonable attempts to avoid replacing a faculty employee on Union leave with a regular full time faculty employee with a full workload.
3. In the event that no faculty employee, other than a regular full time faculty employee with a full workload, is qualified to replace an employee on Union leave, the College may then reassign a regular faculty employee with a full workload. In this event the



College will notify the Union in writing with reasonable advance notice of the assignment.

4. The Union will not be billed for replacement costs in the event that a regular full time faculty employee with an underload is assigned to replace the employee on Union leave.
5. CNC and the FACNC agree that the interpretation referred to in paragraph 1 of this Memorandum of Agreement will become effective as of signing and apply to all leaves or any portion thereof, under article 2.4.1 and article 2.4.4 and that the FACNC will not be liable for any payments prior to June 1, 2006 arising from a differing interpretation as set out in the FACNC Replacement Costs grievance dated May 26, 2006 of the "cost of replacement".
6. CNC and the FACNC agree that this Memorandum of Settlement terminates upon the expiry of the current collective agreement unless renewed by the Parties.
7. CNC and the FACNC agree that should there be any dispute as to the interpretation or application of this Memorandum of Agreement, Bob Blasina will retain jurisdiction to resolve any such difference.

This agreement is entered into on a without prejudice basis and is not to be considered as either CNC's or the FACNC's interpretation of any provision of the Common or Local Collective Agreement.

Nov 18/08  
Date

\_\_\_\_\_  
College of New Caledonia

Nov 25/08  
Date

\_\_\_\_\_  
Faculty Association of CNC

DM\_VAN/241933-00085/7053307.3

**COLLEGE OF NEW CALEDONIA**

**FAULTY ASSOCIATION OF CNC**

Date: 18 Nov 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping – Update Type 1 (a) course list.**

For the purposes of determining Type 1(a) workload classifications the following list constitutes the Arts and Science courses referred to above:

*With all  
Caps for  
Course names,  
25 Oct 2010*

Abst 100, 101, 110, 201, 202  
Anth 101, 102, 201, 202, 205, 206  
Apsc 100, 120  
Astr 101, 102, 105  
Bio 103, 104, 105, 107, 111, 112, 120, 201, 202, 205, 206, 207, 211  
Chem 111, 112, 113, 114, 201, 202, 203, 204, 205  
Cltc 100, 110, 112  
Com 204, 212, 222  
Crim 101, 102, 103, 106, 120, 135, 201, 230, 241  
Csc 105, 109, 110, 115, 210, 212, 214, 215, 216, 218, 224  
Econ 101, 102, 201, 202, 207  
Engl 101, 102, 103, 104, 106, 107, 201, 202, 203, 204, 205, 206, 213, 214, 215, 216, 217, 218,  
219, 220, 229, 230, 231, 232  
~~Fors~~NRES 100, 111, 112, 202, 203, 210, 213, 237, 238, 305, 306  
Fren 101, 102, 120, 121  
Geog 101, 102, 103, 201, 202, 203, 204, 205, 210  
Geol 101, 102  
Hist 101, 102, 103, 104, 204, 205, 206, 211, 213, 214, 216, 217  
Hk 100, 120, 121, 122, 123, 124, 125, 127, 200, 210, 220, 221, 222, 223, 224, 230, 240, 291, 300  
Hum 101, 102  
Math 100, 101, 102, 103, 104, 105, 190, 201, 202, 203, 204, 205, 215, 165  
Phil 101, 102, 106, 107, 110, 210, 205, 220, 221, 230  
Phys 101, 102, 105, 106, 204, 205, 211, 212  
Psci 131  
Psc 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 209, 210  
Soc 101, 102, 201, 202, 203, 204, 206, 220, 230, 250  
Wmst 101, 102

The parties agree to update the list of Arts and Science Courses annually on April 1<sup>st</sup>, or the publication date of the College Calendar, whichever occurs later.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

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Date: 25 Oct 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping – Correct insertion error from 2004-2007 negotiations.**

- 7.2.3 The Director/Associate ~~Dean~~/Director/Dean/Regional Director or Vice President, as appropriate, shall advise the faculty employee in advance of the evaluation procedure to be used.
- 7.2.4 The faculty employee shall review all evaluation results with the Director/Associate ~~Dean~~/Director/Dean/Regional Director or Vice President, as appropriate, at a mutually agreeable time. If a faculty employee so chooses, a third party of his/her choice may be present.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

**Date:** 25 Oct 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping - *Change reference to "Health Care Assistant Program" and remove references to "nursing programme" for 1(c) Change all references to Long Term Care/Home Support Worker and Home Support/Resident Care Attendant Programs to Health Care Assistant Program. In Type 1(c) remove all references to old diploma RN program by removing paragraph a) on page 156, which no longer exists. Re-letter remaining paragraphs.***

10.4            Workload for Type 1(c) Faculty Employees

10.4.1        A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Dental Hygiene Programme, or fourteen (14) or more hours per week in the Dental Assisting Programme, or ~~fifteen (15) or more hours per week in Nursing Programmes,~~ and sixteen (16) or more hours per week in the Practical Nursing Programmes, or eighteen (18) or more hours per week in the ~~Long Term Care/Home Support Worker Programme~~ Health Care Assistant Program, in each case including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.4.11, 10.10 10.14, 10.15 and 10.17) is a full-time faculty employee.

10.4.2        A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following:

- a.            ~~for instructors in Nursing Programmes, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty five (25) scheduled hours in any one week in the fifth (5th) or sixth (6th) trimester, and no more than twenty three and one half (23.5) scheduled hours in any one week during other trimesters. For the purpose of this sub-article,~~

~~maximum average shall be an average over the teaching year. Faculty employees teaching support courses in Nursing Programmes shall not instruct more than eighteen (18) scheduled hours in any one week, and their workloads shall be governed by the provisions of Article 10.2 Type 1(a) or Article 10.3. Type 1(b), as appropriate.~~

- ba. for instructors in the Dental Hygiene Programme, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- eb. for instructors in the Dental Assisting Programme, a maximum average of twenty-two (22) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-four (24) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- ec. for instructors in the ~~Home Support/Resident Care Attendant Programme~~ Health Care Assistant Program, a maximum of twenty-five (25) scheduled hours of classroom teaching and/or practicum and clinical supervision per week.
- ed. for instructors in the Practical Nursing Programme
  - i. a maximum average of twenty (20) scheduled hours of classroom teaching, and/or practicum and clinical supervision and/or laboratory teaching per week;
  - ii. a maximum average of twenty-four (24) hours per week for practicum and/or clinical supervision only (This time shall include travel time between sites and the College, student placement, meetings and report writing);

providing there are no more than twenty-eight (28) scheduled hours per week in semester I and no more than thirty (30) scheduled hours per week in semesters II and III for practicum and/or clinical assignments.

These workloads may be altered only with the written agreement of the Faculty Association.

#### 10.4.11

Type 1(c) full-time faculty employees who have a teaching load of less than twelve (12) hours per week in the Dental Hygiene Programme, or fourteen (14) hours per week in the Dental Assisting Programme, ~~or fifteen (15) hours per week in Nursing Programmes,~~ or sixteen (16) hours per week in the Practical Nurse Programme, or eighteen (18) hours per week in the ~~Long Term Care/Home Support Worker Programme~~ Health Care Assistant Program may be required by their Director/Dean/Regional Director to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Coordinator's appointment.

10.4.13

Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section except in the instance of team teaching;
- b. no more than 24 students shall be allowed per section in Dental Assisting except in the instance of team teaching;
- c. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for ~~Nursing Programmes~~ and Practical Nurse Programme;
  - ii. 1:10 for ~~Home Support/Resident Care Attendant Programme~~ Health Care Assistant Program;
  - iii. 1:8 for the Dental Assisting Programme;
  - iv. 1:5 for the Dental Hygiene Programme in semesters one and two, intersession one and semesters three and four; ratios for intersession two shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the abilities of the students, and the nature of the clients.
- d. ratio of instructors to students in laboratory sections shall be set by mutual agreement of the faculty employees and the Director/Dean/Regional Director having due regard for the available facilities, the course objectives, and the abilities of the students.

With the regular faculty employee's written permission, the class size in 10.4.13(a) or 10.4.13(b), may be increased by 5 students. In the case of part-time (who are not regularized), probationary, and sessional appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

10.4.21

A full-time faculty employee may teach a combination of Type 1(a), Type 1(b), ~~and~~ Type 1(c) ~~workload~~ and Type 1(d) ~~workload~~ classifications. Workload limits specified in 10.2, 10.3, ~~and~~ 10.4 and 10.5 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.4.22

For full-time instructors in the Dental Hygiene ~~and Nursing Programmes~~ there shall be a maximum of five hundred ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For full-time instructors in the Practical Nurse Programme there shall be a maximum of seven hundred (700) hours

of classroom, laboratory, practicum and clinical supervision per teaching year. For full-time instructors in the Dental Assisting Programme there shall be a maximum of seven hundred fifty (750) hours of classroom teaching and/or practicum and clinical supervision per teaching year.

10.5.22

Scholarly Activity

- a. Scholarly, research and creative activity shall be directed to the objective of increasing knowledge and understanding, or improving the scholarly competence of the teacher and/or of developing students in the academic disciplines insofar as is reasonably possible.
- b. A full-time faculty employee who has an annual teaching assignment which includes one or more third or fourth year level course(s) shall be required to pursue a programme of scholarly activity in that year. For such full-time faculty employees there shall be ninety seven (97) hours credited for scholarly activity which shall constitute workload hours for the purpose of 10.5.21.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

Date:

25 Oct 2010



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping - Remove LOU#3 Letter of Agreement and remaining references to LOU#3**

**LETTER OF AGREEMENT**  
**BETWEEN:**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND:**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: LOU #3**

As of the signing of this agreement the local parties agree that the following faculty employees were listed in Letter of Understanding #3 of the Common Agreement (1998-2001):

Marion Tamkin, Beth Carver, Val Waughtal, Heather Mohr.

The parties understand that these listed faculty employees have the right to appointments before any regular part-time employees. The terms and conditions that applied in Letter of Understanding #3 continue to apply unless explicitly superseded by later provisions.

COLLEGE OF NEW CALEDONIA	FACULTY ASSOCIATION OF CNC
_____	_____
_____	_____

DATE: January 17, 2007



1.10.3 ~~“Faculty Regularized under LOU #3” denotes faculty employees regularized as of April 1, 2000 in accordance with the Common Agreement LOU #3 and the LOA dated February 7, 2000.~~



5.5.7

Within a department, work shall be allocated in the following sequence:

- a. full-time faculty appointees
- ~~b.~~ ~~faculty employees regularized under LOU #3 (by order of seniority)~~
- b.e. faculty employees regularized under Article 6 Common Agreement (by order of seniority)
- c.d. faculty employees on the Non-Regular Seniority List as per Local Agreement Article 6.6 (by order of seniority)
- d.e. new hires, part-time, or sessional employees.

Allocation by Department

- e.f. Once departmental allocations have been met, available workload will be allocated by qualified employees according to campus-wide seniority and canvass results (now in C.A. article 5.5.14).

Summer, Weekend and Evening Hours

- f.g. If summer, weekend, and/or work on more than two (2) evenings per week was required in order to meet the triggers in 5.5.1, the Dean/Director/Regional Director may assign workload in the same manner to the regularized faculty employee.
- g.h. If the College requires summer, weekend, and/or work on more than two (2) evenings per week to meet the annualized percentage for a faculty employee who did not have this pattern of work to attain the trigger, such a workload may be agreed to by the employee and the Dean/Director/Regional Director. In the case of summer employment for Type 1 full-time regularized faculty, written permission of the Faculty Association is also required.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

\_\_\_\_\_  
\_\_\_\_\_  
Date:

25 Oct 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping - *Revise Professional Development Funding per the Letter of Understanding dated April 2/09 and place Letter of Understanding into Collective Agreement.***

13.6.2 The Professional Development Committee has the responsibility of preparing guidelines for the disbursement of short term professional development activity funds, receiving faculty employees' applications for the use of such funds, and approving the disbursement of such funds. Such guidelines shall contain reasonable timelines for the approval and dispersal of such funds subject to 13.6.3 and 13.6.4, shall require that the faculty employee contribute no less than ~~20%~~ ten percent (10%) of the cost of a short term professional development activity, shall require that faculty employees report on activities and provide statements of expenses, and shall include an internal accounting process which conforms to normal accounting practices.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

—  
—  
Date: 25 Oct 2010

## LETTER OF UNDERSTANDING

BETWEEN:

THE COLLEGE OF NEW CALEDONIA (CNC)

AND

THE FACULTY ASSOCIATION OF CNC (FACNC)

Re: Common Table Professional Development Fund  
Per Common Agreement LOU #6

WHEREAS the College of New Caledonia (CNC) and the Faculty Association of CNC (FACNC) have met to discuss the implementation of the above noted Letter of Understanding at CNC.

NOW THEREFORE the Parties have agreed to the following:

### **Introduction**

The Common Table Professional Development Fund (the ".6 PD Fund") has been created through Letter of Understanding #6 of the Common Agreement. The .6 PD Fund is provided by the College and is to be set at 0.6% of annual faculty salaries each fiscal year. The .6 PD Fund is to be used for the professional development of faculty employees.

### **Approval for PD Funding from the 0.6 PD Fund**

Each fiscal year the Vice-President Academic will, subject to #1 and #2 below, delegate his/her authority with regard to the granting of PD funds from the .6 PD Fund to the existing Professional Development Committee (a Committee as described at Article 13.4.2 of the Local Provisions of the Collective Agreement):

1. The Vice-President Academic will provide final approval of the granting of all PD Funds from the .6 PD Fund. In practical terms, where the .8 and .6 PD Funds are administered by the same Professional Development Committee, the Committee will approve the spending of the .8 funds first in any given year, and then all funds to be spent from the .6 PD fund will be subject to the final approval of the Vice President (Academic).
2. The Review of the Letter of Understanding (LOU) outlined below.

## Review of the Letter of Understanding

This LOU may be reviewed for the purposes of making changes to the LOU upon the provision of written notice from one Party to the other indicating a desire for such a review. Such notice should normally be provided by no later than October of a given year so that such review may be completed before the commencement of the next fiscal year. Because the Vice-President Academic (subject to #1 above) has delegated his/her authority regarding the .6 PD Fund to the Professional Development Committee that also administers the .8 PD Fund, the administration of the .6 PD Fund is clearly tied to the administration of the .8 PD Fund and therefore any written notice for such a review of the LOU will necessarily include a review of the Professional Development Guidelines used for the administration of both the .8 Fund and the .6 Fund.

Where a review of the LOU is to occur it is the Parties' intention that the review will be completed by the end of the fiscal year (March 31) in which the review commenced. Failing a completion of the review by the end of the fiscal year, this LOU will expire and in such circumstances the spending of the .6 PD Funds will be put into abeyance:

1. Until such time as the review of the LOU is completed and a revised LOU is agreed to and signed by the Parties; or
2. Unless the Parties agree to continue to administer and approve the spending of the .6 PD Funds while the review of this LOU is ongoing.

Where the spending of .6 PD Funds is put in abeyance pending the completion of a review of this LOU and such an abeyance results in the .6 PD Funds not being spent in a fiscal year, then Article 3.2 of LOU #6 of the Common Provisions of the Collective Agreement shall apply.

### Without Prejudice or Precedence:

The terms of this LOU as agreed to by CNC and the FACNC are without prejudice or precedence to discussions and implementation of LOU #6 of the Common Provisions of the Collective Agreement between other Local Parties to whom LOU #6 applies.

Signed on behalf of the College of New Caledonia on this 2 day of April 2009:

\_\_\_\_\_  
Signed on behalf of the Faculty Association of the College of New Caledonia on this

2 day of April 2009:

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re:** 10.8.5, 10.8.6, 10.8.7 pg180 Update to new program name "CASS"  
– *Social Service Distance Learning Faculty refers to the initial program which was social services (prior to SSWK). Currently programming is called Community and School Support~~s~~ (CASS).*

10.8.5 A full-time faculty employee working as a ~~Social Service Distance Learning~~ Community and School Support~~s~~ (CASS) Faculty shall work a maximum average of thirty (30) hours per week. For the purpose of this clause, maximum hours shall be averaged over the working year. Clause 1.10.16, the definition of Working Days shall not apply.

Each full-time ~~Social Service Distance Learning~~ Community and School Support~~s~~ faculty employee shall have a maximum load of sixty-six (66) students, as determined by registration. No increase of this maximum shall be allowed. For the purpose of calculating full-time and maximum workloads, each student represents half an hour of instruction and course development. In addition, the equivalent of ten percent (10%) of base workload is added to account for student attrition.

10.8.6 A part-time ~~Social Service Distance Learning~~ Community and School Support~~s~~ faculty employee may instruct up to forty-two (42) students per semester, as determined by registration, or work up to a maximum of nineteen (19) hours. Under special circumstances, 10.8.7 may be waived with the mutual agreement of the instructor, the Faculty Association and the College.

10.8.7 At any time during a teaching year, a part-time ~~Social Service Distance Learning~~ Community and School Support~~s~~ faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;

- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;
- e. more than two (2) evening classes per week for full-time faculty employees (for the purposes of this sub-article "evening classes" shall refer to classes where scheduled instruction continues past 19:00 hours).

In the case of part-time faculty, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

**COLLEGE OF NEW CALEDONIA**

**FA~~CULTY~~ ASSOCIATION OF CNC**

\_\_\_\_\_  
\_\_\_\_\_  
Date:

18 Oct 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping - place Type 2 with Type 3 & 4.**

10.15.1 A faculty employee may be assigned duties which involve travel and shall be credited with additional workload hours for travel. Travel hours are counted as lecture hours for Types 1(a), 1(b), 1(c), 1(d), ~~and 2~~, and workload hours for Types 2, 3 and 4, according to the following table:

<u>Prince George to:</u>	<u>Type 1(a)/(b)/(c)(d)</u>	<u>Type 2/3/4</u>
Vanderhoof	1.50 hours	3.0 hours
Quesnel	1.75 hours	3.5 hours
Fort St. James	2.25 hours	4.5 hours
Fraser Lake	2.25 hours	4.5 hours
Mackenzie	2.75 hours	5.5 hours
Burns Lake	3.00 hours	6.0 hours
McBride	3.00 hours	6.0 hours
Valemount	4.00 hours	8.0 hours
Granisle	4.50 hours	9.0 hours
Tumbler Ridge	6.00 hours	12.0 hours

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

—  
—  
Date: 18 Oct 2010



**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

**Re: Housekeeping Items Agreed to**

<i>Clause</i>	<i>Page</i>	<i>Topic</i>
		<b>Search Collective Agreement and replace:</b>
		- all spellings of "programme" with "program"
		- all spellings of "co-ordinator" with "coordinator".
1.2.2	72	<b>Update to current term</b>
		Change "First Nations" to "Aboriginal" peoples
1.10.13	80	<b>Update to current title</b>
		Change "Division" Dean to "School"
	92	Delete comma after "that" in "If the parties cannot agree on a mutually acceptable name from this list, it is agreed that, the selection of the arbitrator shall be made by lot from the aforementioned list."
4.3.1	95	<b>Update to current title</b>
		Change "Head, College Resource Centres" to " <u>Associate Director, Resource Centre</u> "
5.6.1	110	<b>Correct spelling</b>
		Last sentence needs to begin with an upper case letter- " <u>Coordinator</u> "
5.6.4, 5.6.5	110	<b>Correct spelling of co*ordinator</b>
		Revise current language spelling error (4X) from "do-ordinator" to " <u>coordinator</u> " in both clauses.
5.10	118	<b>Underline Heading</b>
10.3.10	152	<b>Correct formatting</b>
		There is an extra line space that needs to be removed (after "Overloads")

10.3.13 d	153	<b>Update to new program name</b> - Social Service <del>Foundations</del> should be Social Service <u>Worker</u> <u>Program</u>
11.3.1	190	Replace capital "T" on the first word of the first line "The" with a lower case "t."
		<b>Insert LOU Re: Common Table PD Fund Per Common Agreement LOU #6 in CA</b>
		Insert negotiated LOU Re: Common Table Professional Development Fund Per Common Agreement LOU #6, dated April 1/09, into the back of the Collective Agreement.
LOA	246	In part 2, paragraph c., put a space between Type and 4 in line two.

COLLEGE OF NEW CALEDONIA

 FACULTY ASSOCIATION OF CNC

Date: 22 Sept 2010

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**NEGOTIATING COMMITTEES**

Housekeeping Re: Update the section and year of reference to College and Institute Act

8.3.3 The faculty employee, in accordance with Section ~~26(4)~~ 37(4), College and Institute Act ~~1979~~96, may appeal the suspension to the Board.

**COLLEGE OF NEW CALEDONIA**

**FACULTY ASSOCIATION OF CNC**

-  
-  
Date:

23 Sept 2010

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**LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA**

**AND:**

**FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**NEGOTIATING COMMITTEES**

**RE: WORKLOAD FOR FACULTY EMPLOYEES IN THE MEDICAL LABORATORY  
TECHNOLOGY SCIENCE PROGRAM**

**Agree to the incorporate the following LOA into the renewal of the 2007-10 CA re:  
Article 5.6 of the CA (or appropriate replacement Article number if so renumbered) &  
Article 10.4 (or appropriate replacement Article number if so renumbered).**

*February 22, 2010*

**SECOND LETTER OF AGREEMENT**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA ("CNC")**

**AND:**

**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA  
("FACULTY ASSOCIATION")**

**RE: Workload for Faculty Employees in the Medical Laboratory Technology  
Science Programme**

**WHEREAS** the College of New Caledonia commenced with the delivery of a new  
Medical Laboratory Technology Science (MLTS) programme in January 2008;

**AND WHEREAS** the parties have agreed that the faculty employees delivering  
instruction in the MLTS programme will have their workload set out in accordance with  
the workload Type 1c;

**AND WHEREAS** the first Letter of Agreement between the parties, dated October 14,  
2008 has expired, but the parties wish to continue the arrangements agreed  
upon in that agreement with some modifications;

**NOW THEREFORE** the parties agree that:

1. The Type 1c provisions pertaining to faculty employees providing instruction in the  
delivery of the MLTS programme as of August 1, 2009 will be as set out in this  
Letter of Agreement;
2. The language of Section A below will be incorporated into the renewal of the 2007-  
10 Collective Agreement between the Parties as Article 10.4 of that Collective  
Agreement (or the appropriate replacement Article number if so renumbered) unless  
the Parties agree otherwise during collective bargaining.

3. The language of Section B.3 below will be incorporated into the renewal of the 2007-10 Collective Agreement between the Parties in the language of Article 5.6 of that Collective Agreement (or the appropriate replacement Article number if so renumbered) in order to set out the additional release time and responsibilities of the MLTS Co-ordinator, unless the Parties agree otherwise during collective bargaining
5. This LOA is entered into without prejudice to the status of the class size and student load references set out in the *Public Education Flexibility and Choice Act, 2002*.

#### Section A

#### Workload for Faculty Employees Delivering the the MLTS Programme

- 10.4 Workload for Type 1(c) Faculty Employees
- 10.4.1 A faculty employee teaching a workload of twelve (12) or more Type 1(c) instructional hours per week in the Medical Laboratory Technology Science (MLTS) Programme and the Dental Hygiene Programme, fourteen (14) or more hours per week in the Dental Assisting Programme, or fifteen (15) or more hours per week in Nursing Programmes, and sixteen (16) or more hours per week in the Practical Nursing Programmes, or eighteen (18) or more hours per week in the Long Term Care/Home Support Worker Programme, or including equivalent duties provided for in this Agreement (see 2.4.1, 4.7, 5.6, 10.4.11, 10.10 10.14, 10.15 and 10.17) is a full-time faculty employee.
- 10.4.2 A full-time faculty employee, other than a laboratory demonstrator, may be required during each teaching year to instruct in his/her area of competence only one of the following:
- a. for instructors in Nursing Programmes, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-five (25) scheduled hours in any one week in the fifth (5th) or sixth (6th) trimester, and no more than twenty-three and one-half (23.5) scheduled hours in any one week during other trimesters. For the purpose of this

sub-article, maximum average shall be an average over the teaching year. Faculty employees teaching support courses in Nursing Programmes shall not instruct more than eighteen (18) scheduled hours in any one week, and their workloads shall be governed by the provisions of Article 10.2 - Type 1(a) - or Article 10.3 - Type 1(b), as appropriate.

- b. for instructors in the Dental Hygiene Programme, a maximum average of eighteen (18) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, provided there are no more than nineteen (19) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- c. for instructors in the Dental Assisting Programme, a maximum average of twenty-two (22) scheduled hours of classroom teaching and/or practicum and clinical supervision and/or laboratory teaching per week, providing there are no more than twenty-four (24) scheduled hours in any one week. For the purpose of this sub-article, maximum average shall be an average over the teaching year.
- d. for instructors in the <sup>A</sup>Home Support /Resident Care Attendant Programme, a maximum of twenty-five (25) scheduled hours of classroom teaching and/or practicum and clinical supervision per week.
- e. for instructors in the Practical Nursing Programme
  - i. a maximum average of twenty (20) scheduled hours of classroom teaching, and/or practicum and clinical supervision and/or laboratory teaching per week;
  - ii. a maximum average of twenty-four (24) hours per week for practicum and/or clinical supervision only (This time shall include travel time between sites and the College, student placement, meetings and report writing);

Providing there are no more than twenty-eight (28) scheduled hours per week in semester I and no more than thirty (30) scheduled hours per week in semesters II and III for practicum and/or clinical assignments.

f. for instructors in the MLTS programme:

- i. a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than twenty (20) scheduled teaching and/or laboratory hours per week for those instructional staff engaged only in the delivery of first year curriculum. For the purpose of this sub-article, maximum average shall be an average over the teaching year. or
- ii. The second year practicum supervisor shall have a maximum of seven (7) scheduled hours of classroom teaching and/or laboratory teaching per week in the delivery of the first year of the curriculum.
- iii. The summer practicum supervisor shall have a maximum average of eighteen (18) scheduled hours of classroom teaching and/or laboratory teaching per week, provided there are no more than twenty (20) scheduled hours. For the purposes of this sub-article, maximum average shall be an average over the number of weeks the summer practicum supervisor is engaged only in teaching in the delivery of the first year of the curriculum.

These workloads may be altered only with the written agreement of the Faculty Association.

g. In determining a full-time MLTS faculty employee's annual workload, and specifically the fulfillment of the maximum hours as set out at Article



10.4.22 the Dean or designate, in consultation with the faculty employee, will give consideration to the employee's responsibilities for leading the laboratory portion of one or more courses during the teaching year, and specifically will consider factors such as the extent of the coordination of laboratory activities and other laboratory instructors, and laboratory objectives and evaluation methods. A faculty member may be assigned a maximum of 150 lead lab hours per year.

10.4.3 A full-time laboratory demonstrator may be required during one teaching semester to instruct no more than twenty-one (21) hours per week, and in the remainder of the teaching semester(s) no more than eighteen (18) hours per week in his/her area of competence.

10.4.4 At any given time during a teaching year, a Type 1(c) full-time faculty employee, other than a laboratory demonstrator, shall not be assigned:

- a. more than four (4) three-hour per week lecture or seminar preparations or their equivalent;
- b. more than three (3) three-hour per week lecture or seminar preparations if two (2) or more of the preparations are for courses with no laboratory/ clinical component which the faculty employee has not taught in the previous three years;
- c. more than three (3) three-hour per week lecture or seminar preparations if one (1) or more of the preparations is for a course with a laboratory/clinical component which the faculty employee has not taught at the College in the previous three years;
- d. more than five (5) three hour per week course sections or their equivalent (excluding laboratory sections);
- e. more than three (3) three-hour per week course sections or their equivalent of any one course;
- f. laboratory sections (excluding clinic) for which he/she is not teaching a lecture section, except for Dental Hygiene, Practical

Nursing, and MLTS. A faculty employee in Dental Hygiene, Practical Nursing, may be assigned a maximum of two (2) laboratory sections (excluding clinic) for which he/she is not teaching a lecture section. A MLTS faculty member may be assigned a total of 280 hours of non-lead lab hours.

10.4.5 a. Each hour of a self-instructional course, as described in Article 9.2, shall be considered the equivalent of a laboratory hour in calculating a full-time faculty employee's workload. It is intended that the actual work for the faculty employee involved in a three-hour self-instructional course shall be approximately the same as the work involved in the preparation, marking, and delivery of a three-hour laboratory section. Such a workload shall not include more than two different self-instructional courses at any one time. Each self-instructional course shall not require more than two student-contact hours per week of the faculty employee's time.

b. For the purposes of the MLTS programme, the supervision of students in self-instructional theory review and practicum courses will be the shared responsibility of the practicum/course supervisor and the preceptor (who shall be an employee of the host site medical laboratory and who will have participated in College delivered preceptor training) and as supported by first year course content instructional employees (see 10.4.5c below).

The second year practicum supervisor shall have 60% release time per week for practicum and course supervision including travel time between sites and the College, student placement, meetings, and report writing.

The summer practicum supervisor shall have 35% release for summer practicum and course supervision including travel time between sites and the College, student placement, meetings, and report writing.

c. In addition to the maximums set out in Article 10.4.2.f.i, employees delivering course content in Year 1 of the MLTS programme will provide up to five hours per year of practicum and

self-instructional theory course review time to support students in Year 2 of the programme who have course content questions arising out of Year 1 course content.

- 10.4.6 Any dispute between a full-time faculty employee and the appropriate administrator concerning credit for any workload resulting from the presentation of a self-instructional course shall be resolved prior to the commencement of the course. Such resolution requires the written approval of the faculty employee.
- 10.4.7 With the written agreement of the full-time faculty employee, the total number of Type 1(c) instructional hours or course preparations per week may be varied in different weeks so long as the average number of hours or course preparations per week does not exceed the appropriate maxima in 10.4.2, 10.4.3, 10.4.4 or 10.4.5. This does not prevent the assignment, in any one instructional period, of a workload which is at or below the appropriate maxima set out in 10.4.2, 10.4.3, 10.4.4, or 10.4.5.
- 10.4.8 A full-time faculty employee shall be available to students for consultation for five (5) scheduled office hours per week. A regular part-time faculty employee shall have pro-rated office hours. The faculty employee shall submit the times of his/her office hours to the appropriate Director/Dean/Regional Director on request. This requirement does not apply when a faculty employee is out on full-time practicum assignments.
- 10.4.9 Full-time faculty employees with no previous teaching experience shall be given three or fewer preparations in their first year of teaching.
- 10.4.10 An overload is a workload in excess of the maxima designated in 10.4.2, 10.4.3, 10.4.4, or the overall student load referred to in 10.4.13. Overloads shall be undertaken only in exceptional circumstances and are not a long-term solution. An overload shall be permitted only upon written agreement between the faculty employee and the appropriate Dean/Director/Regional Director. A faculty employee teaching an overload shall receive payment at the overload rate. No more than the maximum number of students allowed per section under 10.4.13 may be

enrolled in any section taught as an overload. Such an overload allows for an increase in the overall student load referred to in 10.4.13 but the overall student load must not exceed 175 students at any given time.

10.4.11 Type 1(c) full-time faculty employees who have a teaching load of less than or twelve (12) hours per week in the MLTS Programme and the Dental Hygiene Programme, or fourteen (14) hours per week in the Dental Assisting Programme, or fifteen (15) hours per week in Nursing Programmes, or sixteen (16) hours per week in the Practical Nurse Programme, or eighteen (18) hours per week in the Long Term Care/Home Support Worker Programme may be required by their Director/Dean/Regional Director to carry out other duties subject to 4.2, 4.7, 5.6, and 10.10. Article 10.11 (Non-Teaching Functions) is not applicable in this event. For the purposes of evaluation only (Article 7), non-teaching assignments shall be considered on a proportional basis to the amount of maximum teaching load and shall not exceed 40% consideration in any event. Such assignments are not to be used in place of or for discipline, or as a substitute for a Co-ordinator's appointment.

10.4.12 At any given time during a teaching semester, a faculty employee shall not be assigned a teaching schedule which includes:

- a. more than three (3) consecutive lecture or seminar hours; or more than four (4) consecutive lecture-laboratory, seminar-laboratory, or back-to-back laboratory hours (excluding clinic) without a half (1/2) hour break;
- b. more than eight (8) instructional or six (6) lecture hours per calendar day;
- c. a teaching responsibility which commences before 10:00 hours on the day following an evening lecture, seminar or laboratory section which terminates after 21:00 hours;
- d. a working day consisting of more than twelve (12) hours from the beginning of the first work assignment to the end of the last work assignment;

more than two (2) evening classes per week for full-time faculty employees only (for the purpose of this sub-article "evening classes" shall refer to those classes where scheduled instruction continues past 19:00 hours) without the prior written permission of the regular faculty employee. In the case of probationary and sessional appointees, the permission of the Faculty Association is also required. In the case of part-time employee(s) who are not regularized, sections a-d above shall not be altered.

The teaching schedule of a part-time faculty employee shall include at least one forty-eight (48) hour break in each seven working days.

#### 10.4.13

Except for self-instructional courses,

- a. no more than 37 students shall be allowed per section except in the instance of team teaching;
- b. no more than 24 students shall be allowed per section in Dental Assisting except in the instance of team teaching;
- c. the ratio of instructors to students in clinical and practicum situations involving direct supervision shall not exceed:
  - i. 1:8 for Nursing Programmes and Practical Nurse Programme;
  - ii. 1:10 for \*Home Support/Resident Care Attendant Programme;
  - iii. 1:8 for the Dental Assisting Programme;
  - iv. 1:5 for the Dental Hygiene Programme in semesters one and two, intersession one and semesters three and four; ratios for intersession two shall be set by mutual agreement of the Dental Hygiene faculty employees and their supervisor, having due regard for the available facilities, the course objectives, the

abilities of the students, and the nature of the clients.

- v. 1:24 for the second year practicum supervisor MLTS Programme. This ratio may increase to 1:36 for the summer practicum supervisor MLTS Programme to accommodate the first year intersession practicum

- d. ratio of instructors to students in laboratory sections shall be set by mutual agreement of the faculty employees and the Director/Dean/Regional Director having due regard for the available facilities, the course objectives, and the abilities of the students.

With the regular faculty employee's written permission, the class size in 10.4.13(a) or 10.4.13(b) may be increased by 5 students. In the case of part-time (who are not regularized), probationary, and sessional appointees or when the class size is to exceed the maxima by more than 5, the written permission of the Faculty Association is also required.

- 10.4.14 For full-time faculty the overall student load shall be 145 students averaged over the teaching year, but must not exceed 150 students at any given time. For MLTS faculty, lead labs will count toward the faculty student load.

(For the purpose of this sub-article, student load calculations shall be based on enrolment data two weeks subsequent to the commencement of classes.) For MLTS faculty, student load calculations will include lead labs.

For full-time laboratory demonstrators, the overall student load shall be calculated by multiplying the maximum lab size by six (6) sections, averaged between the teaching semesters.

- 10.4.15 For part-time faculty the overall student load must not exceed 100 students at any given time.
- 10.4.16 The above student loads are based on 3 hour per week sections and shall be pro-rated for any variation in section duration.
- 10.4.17 All Type 1(c) full-time faculty employees shall receive a minimum of fifteen (15) working days of preparation time per working year. A regular part-time faculty employee shall have pro-rated preparation time. This 15 day period shall be free of instructional duties other than those normally associated with the preparation of courses (4.2.6).
- 10.4.18 Part-time faculty employees who are not regularized shall be entitled to preparation time. Preparation time shall be calculated at the rate of five percent (5%) of regular scheduled hours (5.7c), and shall be added at the commencement of the appointment.
- 10.4.19 The maximum number of students allowed per section in new professional programmes shall be negotiated by the College and the Faculty Association according to requirements established by the relevant professional body. If mutual agreement cannot be reached, the issue shall be resolved through the grievance and arbitration procedure (Article 3), beginning at the second stage (Article 3.4.2).
- 10.4.20 For full-time faculty employees a teaching year denotes a maximum of thirty-five (35) instructional weeks (including exam and field work) falling between August 15 and June 15.
- With the full-time faculty employee's written permission, the College may assign a workload which is equivalent to the teaching load specified in Type 1, but which is not subject to the dates specified in the aforementioned articles. In the case of probationary and sessional appointees the permission of the Faculty Association is also required.
- 10.4.21 A full-time faculty employee may teach a combination of Type 1(a), Type 1(b) and Type 1(c) workload classifications. Workload limits specified in

10.2, 10.3 and 10.4 shall be pro-rated according to the classification and shall not exceed 100% in total.

10.4.22 For full-time instructors in the Dental Hygiene and Nursing Programmes there shall be a maximum of five hundred ten (510) hours of lecture or seminar hours per teaching year (including exams and field work). Additional laboratory and/or practicum supervision hours may also be assigned, in which case there shall be a total maximum of six hundred twelve (612) lecture, seminar, laboratory hours and practicum supervision hours available for assignment (including exams and field work). For full-time instructors in the Practical Nurse Programme there shall be a maximum of seven hundred (700) hours of classroom, laboratory, practicum and clinical supervision per teaching year. For full-time instructors in the Dental Assisting Programme there shall be a maximum of seven hundred fifty (750) hours of classroom teaching and/or practicum and clinical supervision per teaching year. For full-time instructors in the MLTS Programme, there shall be a maximum of six-hundred and thirty-five (635) hours of classroom, laboratory, and course review (per Article 10.4.5.c) time per teaching year.



**Section B**  
**Co-ordinator Release Time for the MLTS Programme**

In the MLTS programme there shall be a Co-ordinator and who shall, in accordance with Article 5.6.5 of the 2007-10 CNC-FACNC Collective Agreement, have:

1. Release time as per Article 5.6.5a;
2. Responsibilities as per Article 5.6.5b; and
3. Additional responsibilities and release time of 30% as per Article 5.6.5c, with such additional responsibilities being as follows:
  - Facilitate evaluation, revision and changes of curriculum
  - Monitor progress of program outcomes
  - Coordinate requests for exemptions and challenges
  - Chair Programme Committee
  - Attend PAC meetings
  - Chairs and prepare for department meetings
  - Act as a liaison for provincial initiatives and projects
  - Liaison with NAFT project manager
  - Develop and revise program evaluation methods for the program
  - Prepare accreditation and other reports for the program
  - Prepare for accreditation site visit
  - Work with and support the practicum course supervisors, including but not limited to the following:
    - communicating with chief technologists and other personnel at practicum placements
    - travelling to practicum sites
    - training preceptors
    - initiating new practicum placements.
  - Oversee selection process for students admitted to the program
  - Other duties as required for the successful administration of the program

Signed on behalf of the College of New Caledonia on this 15<sup>th</sup> day of April 2010:

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Signed on behalf of the Faculty Association of the College of New Caledonia on this

15<sup>th</sup> day of April 2010:

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**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**

**RE: MLTS SUMMER PRACTICUM SUPERVISOR WORKLOAD**

Due to the nature of the MLTS programme, the parties agree to the following workload for the MLTS summer practicum supervisor:

The teaching year denotes a maximum of 35 instructional weeks (including exam and field work) that shall include summer work that spans over the division of two teaching years.

The parties agree that the summer practicum supervisor will be taking vacation and professional development in advance of earning some of those days. The parties also agree that the summer practicum supervisor will not normally carry over vacation or professional development days.

This letter of agreement shall be reviewed at the expiration of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

FACULTY ASSOCIATION OF CNC

DATE: April 15/2010

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Date: 22 Sept. 2010