

**MEMORANDUM OF AGREEMENT**

**between**

**The College of New Caledonia (CNC)**

**and**

**The Faculty Association of the College of New Caledonia (FACNC)**

**For the term of  
April 1, 2007 to March 31, 2010**

March 8, 2007

Article 1.2.7 - Contracting Out Review Process

Article 3.6.2 - Arbitration Procedure

Bob Diebolt

Paul Devine

John McConchie

Rod Germaine

Wayne Moore

Article 3.6.2

Bob Diebolt

D. Munroe

R. Blasina

J. Korbin

Wayne Moore

March 13, 2007

Article 1.3.1 – Term of Agreement

- 1.3.1 This Agreement, unless changed by mutual consent of both parties, shall be in force and effect from the date of signing to March 31, 2010; and thereafter from year to year unless either party to this Agreement gives four months written notice to begin collective bargaining.

Article 6.3 – Resignation – Part-time Faculty Employees (Not Regularized)

Article 6.6 – Non-Regular Seniority

6.3.3 a. If a part-time employee on the Non-Regular Seniority List refuses two (2) consecutive offers of appointment, under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.

b. When an employee informs the Human Resources Director in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during that period.

The employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.

6.6.5 a. If an individual refuses two (2) consecutive offers of appointment under the conditions of this Article, the College reserves the right to terminate his/her recall rights. This right shall not be exercised unreasonably.

b. When an employee informs the Human Resources Director in writing that he/she will not be available for work during a specific period up to one calendar year, the College shall not make offers of appointment during the period.

The employee must be available for work for at least one year prior to being eligible for another extended period when unavailable.

March 13, 2007

Article 10.1.3 - Faculty Classification

10.1.3 Type 1(a) faculty employees shall be classified according to the type of course they instruct.

Type 1(a) faculty employees shall work primarily as instructors or laboratory demonstrators in:

Arts and Science Courses (as identified below)

Fine Arts Diploma Programme

Forest Resource Technology

Geographical Information Systems

New Media Communications and Design Diploma Program

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

ANTH 101, 102, 201, 202

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

COM 204, 212, 222

CRIM 101, 102, 103, 106, 120, 135, 201, 230, 241

CSC 105, 109, 110, 212, 115, 210, 214, 215, 216, 218, 224

ECON 101, 102, 201, 202, 207

ENG 101, 102, 103, 104, 106, 107, 201, 202, 203, 204, 205, 206,  
213, 214, 215, 216, 217, 218, 219, 220, 231, 232

FNST 100, 101

FORS 100,111, 112, 202, 203, 210, 213, 237, 238, 305, 306

FRENCH 101, 102

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

HUM 101, 102

H.K. 100, 120, 121, 122, 123, 124, 125, 127, 200, 210, 220, 221,  
222, 223, 224, 230, 240, 291, 300

MATH 100, 101, 102, 103, 104, 105, 190, 201, 202, 203, 204, 205,  
215

PHIL 101, 102,, 106, 107, 110, 210, 205, 220, 221, 230

PHYS 101, 102, 105, 106, 204, 205, 211, 212

POL. SC. 131

PSYC 101, 102, 103, 201, 202, 203, 204, 205, 206, 207, 209,210

SOC 101, 102, 201, 202, 203, 204, 206, 220, 230

WMST 101, 102

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

10.1.4 Type 1(b) faculty employees shall work primarily as instructors or laboratory demonstrators in:

- Business Administration
- Computer Information Systems
- Construction Management
- Early Childhood Education
- Electronics
- Engineering Technology
- Engineering Design Technology
- Hospitality Administration
- Human Resource Management Programme
- Maintenance Management Programme
- Native Social Work Development Programme
- Northern Outdoor Recreation & Ecotourism
- Social Services Worker
- Wood Technology

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programmes subject to 10.1.1.

10.1.5 Type 1(c) faculty employees shall work primarily as instructors or laboratory demonstrators in:

- Dental Assisting
- Dental Hygiene
- Home Support Worker/Resident Care Attendant Programme
- Practical Nursing

This includes all courses required in order to receive the College of New Caledonia Diploma or Certificate in the above programmes subject to 10.1.1.

10.1.6 Type 1(d) faculty employees shall work primarily as instructors in:

Northern Collaborative Baccalaureate Nursing Program (“NCBNP”)

10.1.7 Type 2 faculty employees shall work primarily as instructors in:

Adult Special Education  
Applied Business Technology  
Centre for Student Success  
College and Career Preparation  
Computerized Bookkeeping  
Computer/Network Electronics Technician  
Electronics Technician Common Core  
English Language Training  
Life Skills  
Pulp and Paper Operations Programme  
VALT

10.1.8 Type 3 faculty employees shall work primarily as instructors in:

Auto Mechanical Repair  
Automotive Service  
Carpentry  
Cooperative Advanced Apprenticeship Training  
Culinary Arts  
Electrical  
Entry Level Training  
Heavy Duty Mechanics  
Machinist  
Millwrighting  
Planer Mill Operator  
Power Engineering  
Welding  
Safety and First Aid

10.1.9 Type 4 faculty employees shall work primarily

a. in: Athletics/Recreation



- b. as: Counsellors  
Librarians  
Study Skills Instructors  
Distance Learning Faculty  
Extension Forester  
Speech/Language Pathologist  
Physical Therapist  
Occupational Therapist  
Curriculum Developers

*In addition to the changes noted above at Article 10.1:*

1. *At Article 10.1.4 change Child, Youth and Family Support Programme to Social Services Worker*
2. *At Articles 10.4.2.d and 10.4.13 change Long Term Care to Home Support/Resident Care Attendant Programme*

Article 10.4 Workload for Type 1 ( c ) Faculty Employees

10.4.22 For full-time instructors in the Dental Hygiene and Nursing Programmes there shall be a maximum of five hundred ~~and~~ 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 ~~and~~ 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 and seventy (770)~~ seven hundred fifty (750) hours of classroom teaching and/or practicum and clinical supervision per teaching year.

Article 12.19 – Partial Leaves

12.19 Partial Leaves - Regular Faculty Employees

12.19.1 Part-time leave of absence without pay may be granted at the discretion of the College to regular faculty appointees only. No reasonable request shall be denied.

12.19.2 The applicant must notify the President in writing by March 31<sup>st</sup>, with a copy to his/her Dean/Director/Regional Director, that he/she wishes a partial leave of absence in the subsequent academic year. If granted, the period of leave shall coincide with one or more instructional periods. The College shall notify the faculty employee, in writing, by April 30<sup>th</sup> as to whether the leave is approved or not. This time limit may be extended with the mutual agreement of the faculty employee and the College.

12.19.3 Notwithstanding the March 31<sup>st</sup> application deadline set out in Article 12.19.2:

a. A faculty employee may request a partial leave by April 30<sup>th</sup> as a result of a labour adjustment strategy (see Article 6.4.2.1.b of the Common Agreement) that had only been identified subsequent to March 31<sup>st</sup>. In such circumstances the College shall notify the faculty employee, in writing, by May 30<sup>th</sup> as to whether the leave is approved or not.

b. A faculty employee may request a partial leave by August 31<sup>st</sup> for a partial leave that would not commence before January 1<sup>st</sup>. In such circumstances the College shall notify the faculty employee, in writing, by September 30<sup>th</sup> as to whether the leave is approved or not. The Parties recognize that for the purposes of planning it is preferred that all applications for partial leave be received by March 31<sup>st</sup> in accordance with Article 12.19.2 or April 30<sup>th</sup> in accordance with Article 12.19.3.a and accordingly preference will be given to

applications made in accordance with those articles.

With regard to applications made under this Article 12.19.3 all other provisions of Article 12.19 shall apply.

- 12.19.4 The normal partial leave is a 50% workload reduction as defined in Article 10 and spans two working years. Salary increments for the period of the partial leave of absence may be granted at the discretion of the President. Any salary increments earned in the last year of teaching service shall, however, be payable upon the return of a faculty employee from a leave of absence. A faculty employee on partial leave of absence shall receive salary, vacation, preparation time, professional development time and other paid leaves of absence on a pro-rata basis.
- 12.19.5 A faculty employee on partial leave shall receive full fringe benefit coverage paid by the College, subject to carrier conditions.
- 12.19.6 During and after a partial leave of absence, the faculty employee is assured of maintaining at least his/her previous faculty positions and duties.

Article 13.7 – Technology Fund

Article 13.8 – Annual Accounting of Funds

Letter of Agreement re Local Negotiations Fund

13.7 Technology Fund

The College shall make a pool of \$14,000 available to fund release time for faculty employees who are required to use significantly different software or technology concurrent with their regular workload. Faculty employees so affected may apply to the Vice President – Academic in writing by May 1 of each year. A decision will be made by the Vice President in consultation with the Faculty Association by June 1 of each year.

13.8 Annual Accounting of Funds

Upon request by the Faculty Association, the College shall provide an annual accounting of the use of the Local Negotiations Fund first established in 2001 and now distributed into various provisions of the Collective Agreement, specifically the Professional Development Fund described at Article 13.1.1.b.i, the Technology Fund described at Article 13.7, and Professional Fees described at Article 15.8.

*Deletion of LOA:*

*In addition to the language above, which is being moved from the LOA at Page 245 re Local Negotiations Fund, the Parties agree to delete the LOA from the Collective Agreement.*

Article 14.13 – Early Retirement Incentive Plan

14.13.3 Process

- a. In an academic year in which the College intends to offer any early retirements, the College shall send a letter to all faculty employees who meet the criteria in 14.13.2 advising them of that fact in October of that year. Employees who are interested in a potential early retirement shall respond within thirty (30) days.
  
- b. If early retirement incentives are offered, the order shall be:
  - i. to offset layoff
  - ii. to eligible faculty by seniority.

Article 16.1 – Appointment of Administrators

16.1 Appointment of Administrators

16.1.1 The Faculty Association shall be notified a minimum of ~~thirty (30)~~ fifteen (15) calendar days in advance of any College decision to fill instructional administrative positions. ~~including acting positions for periods of five (5) months or longer.~~ The Faculty Association shall be notified in advance of any College decision to assign new supervisory responsibilities to existing instructional administrative positions.

The College agrees no new instructional administrative positions shall be proposed or created without consultation with the Faculty Association. For the purposes of this article, consultation shall mean no less than thirty (30) calendar days notification of the proposed position including a rationale for the creation of such a position, an opportunity to discuss the qualifications, duties, responsibilities and other relevant matters for the position and an opportunity to formally respond to the proposal.

16.1.2 The College and the Faculty Association agree that continuing instructional administrative vacancies and continuing senior administrative vacancies, ~~including acting positions for five (5) months or longer,~~ shall be filled according to the following procedure:

- a. The President or his/her designate shall strike and Chair a Search Committee. The Search Committee, excluding the Chair:
  - i. ~~the size of the Committee is to be mutually agreed upon by the College and the Faculty Association but~~ Shall have at least four (4) members; and ~~not be less than four (4). There shall not be less faculty than administrators on the Committee~~
  - ii. Shall have an equal number of administrators and faculty employees (this is not meant to preclude additional members)

from other areas).

Faculty employees on the Search Committee shall be appointed by the Faculty Association and ~~The faculty employees on the Committee~~ should represent the various areas of the College.

- b. The Search Committee Chair shall consult the Search Committee with regard to the position description and advertisement.
- c. The Search Committee Chair and the Search Committee shall:
  - i. Review the list of candidates and select candidates for short-listing.
  - ii. Interview candidates who are short-listed.
  - iii. Receive advice from the Faculty Sub-Committee representative(s) and any other representatives from appropriate committees with regard to the final interviewed candidates.
- d. The Search Committee shall make recommendations to the Search Committee Chair on the selection of a preferred candidate. It is intended that the Search Committee reach agreement on a preferred candidate but failing that, may make multiple recommendations to the Search Committee Chair.
- e. The Search Committee Chair, when not the President, will make a final recommendation to the President.
- f. A Faculty Sub-Committee, normally not to exceed six (6) faculty employees, may be appointed by the Directors of the Faculty Association to assist the Search Committee and the President Chair. ~~The Faculty Committee shall review the candidates' applications and resumes and make recommendations to the Committee.~~ The Faculty Sub-Committee may interview ~~short-listed~~ the final candidates. The faculty employees on the Faculty Sub-Committee should represent the various areas of the College.

~~It is intended that a~~ At least one (1) member of the Faculty Sub-Committee should also serve on the Search Committee. Requests for



additional representatives on the Sub-Committee by the Faculty Association shall not be unreasonably denied provided that the total number on the Faculty Sub-Committee is consistent with sound recruitment practices.

~~The Committee shall be consulted on the job description and advertisements, review the list of candidates, receive advice from the Faculty Committee and any other appropriate committees, make a suitable short list, interview short listed candidates and make recommendations to the President. It is intended the Committee reach agreement on a preferred candidate but failing that, may make multiple recommendations.~~

16.1.3 For the purposes of this article, Regional Directors and administrative positions in the student services area to which faculty report shall be considered instructional administrative positions.

16.1.4 When filling the position of President, the procedures as set out in Article 16.1.2. a, b, c, d and f shall apply except that:

- a. the Search Committee Chair shall be the Chair of the College Board or another member of the Board as designated by the Chair of the College Board.
- b. With regard to Article 16.1.2.c.i the Search Committee will make recommendations to the Chair regarding the short listing of candidates.

~~In the case of the President, a committee, normally not to exceed six (6) faculty employees, may be appointed by the Directors of the Faculty Association to assist the Board in filling the position. This committee shall review the list of candidates and make recommendations to the Board. Requests for additional representatives by the Faculty Association shall not be unreasonably denied provided that the total number on the Faculty Committee is consistent with sound recruitment practices.~~

16.1.5 When filling acting instructional administrative vacancies and acting senior administrative vacancies:

- a. Where such acting positions will be filled for 12 months or longer:
  - i. The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill such acting positions.
  - ii. The procedures as set out in either Article 16.1.2 or Article 16.1.4 shall apply.
  
- b. Where such acting positions will be filled for less than 12 months:
  - i. The Faculty Association shall be notified a minimum of fifteen (15) calendar days in advance of any College decision to fill such acting positions.
  - ii. The Faculty Association shall be kept informed with regard to the College's intentions for filling continuing positions.
  - iii. In no case shall an acting position exceed twelve months without following the procedures outlined in either Article 16.1.2 or Article 16.1.4, except as mutually agreed to by the Parties.

16.1.6

For the purpose of information sharing, the College agrees that if a Co-ordinator's position (see Articles 4.7 and 5.6) in a programme area is discontinued and an administrative position with responsibility encompassing that programme area is created within the subsequent eighteen (18) months, then the College shall provide the Faculty Association with the following data prior to filling the administrative position:

- a. A copy of the job description of the new administrative position and
  
- b. An outline of how the responsibilities (in addition to teaching duties) previously assigned or delegated by the College to the Co-ordinator will be handled.

**SCHEDULE A**  
**FULL-TIME FACULTY SALARY SCALE**

Step	Effective April 1, 2007			Effective April 1, 2008			Effective April 1, 2009		
	Annual	Monthly	Weekly	Annual	Monthly	Weekly	Annual	Monthly	Weekly
1	\$78,729	6,560.75	1,514.02	\$80,972	6,747.67	1,557.15	\$83,231	6,935.92	1,600.60
2	\$74,795	6,232.92	1,438.37	\$76,366	6,363.83	1,468.58	\$77,970	6,497.50	1,499.42
3	\$69,671	5,805.92	1,339.83	\$71,134	5,927.83	1,367.96	\$72,628	6,052.33	1,396.69
4	\$66,819	5,568.25	1,284.98	\$68,223	5,685.25	1,311.98	\$69,655	5,804.58	1,339.52
5	\$64,372	5,364.33	1,237.92	\$65,724	5,477.00	1,263.92	\$67,104	5,592.00	1,290.46
6	\$61,925	5,160.42	1,190.87	\$63,225	5,268.75	1,215.87	\$64,553	5,379.42	1,241.40
7	\$59,477	4,956.42	1,143.79	\$60,726	5,060.50	1,167.81	\$62,002	5,166.83	1,192.35
8	\$57,030	4,752.50	1,096.73	\$58,228	4,852.33	1,119.77	\$59,450	4,954.17	1,143.27
9	\$54,583	4,548.58	1,049.67	\$55,729	4,644.08	1,071.71	\$56,899	4,741.58	1,094.21
10	\$52,135	4,344.58	1,002.60	\$53,230	4,435.83	1,023.65	\$54,348	4,529.00	1,045.15
11	\$49,688	4,140.67	955.54	\$50,731	4,227.58	975.60	\$51,797	4,316.42	996.10
<b>Co-ordinator Allowance</b>			<b>2,219.13</b>			<b>2,265.74</b>			<b>2,313.32</b>

Calculation of Overload (**Annual Salary not including Coordinators Allowance**)

Type 1(a), 1(b), 1(c), 1(d): salary p.a./52 weeks/18 hours per week X 1.5 (time and one half)

Type 2: salary p.a./52 weeks/25 hours per week X 1.5 (time and one half)

Type 3: salary p.a./52 weeks/30 hours per week X 1.5 (time and one half)

**SCHEDULE B  
PART-TIME FACULTY SALARY SCALE**

**Effective April 1, 2007**

STEP	Effective April 1, 2007			STEP	Effective April 1, 2008		
	TYPE 1	TYPE 2/3	TYPE 4		TYPE 1	TYPE 2/3	TYPE 4
1	47.54	34.24	28.52	1	48.54	34.96	29.1
2	49.71	35.81	29.83	2	50.76	36.56	30.4
3	51.94	37.40	31.14	3	53.03	38.18	31.7
4	54.13	38.98	32.47	4	55.27	39.80	33.1
5	56.31	40.57	33.80	5	57.49	41.43	34.5
6	58.52	42.14	35.11	6	59.75	43.02	35.8
7	60.71	43.73	36.43	7	61.98	44.65	37.1
8	62.91	45.29	37.76	8	64.24	46.24	38.5
9	65.10	46.88	39.07	9	66.47	47.87	39.8
10	67.30	48.45	40.38	10	68.72	49.46	41.2

**Effective April 1, 2009**

STEP	Effective April 1, 2009		
	TYPE 1	TYPE 2/3	TYPE 4
1	49.56	35.70	29.73
2	51.82	37.33	31.10
3	54.14	38.99	32.46
4	56.43	40.64	33.85
5	58.70	42.30	35.23
6	61.01	43.92	36.60
7	63.29	45.59	37.98
8	65.58	47.21	39.36
9	67.86	48.87	40.73
10	70.16	50.50	42.09

**January 17, 2007**

**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.

February 23, 2007

**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 Counseling, 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.



**February 23, 2007**

**LETTER OF AGREEMENT**  
**BETWEEN**  
**THE COLLEGE OF NEW CALEDONIA**  
**AND**  
**THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA**  
**RE: TRANSITION FOR THE NORTHERN COLLABORATIVE BACCALAUREATE**  
**NURSING PROGRAMME (the “NCBNP”)**

As of the signing of this agreement the local parties agree that the following faculty employees were listed in the Letter of Agreement on the Transition for the Northern Collaborative Baccalaureate Nursing Programme (June 1, 1999):

1. Friedrich, Kori
2. Ollech, Sandy
3. Sullivan, Gail

The parties understand that these listed faculty employees have the order of seniority listed above. The terms and conditions that applied in the Letter of Agreement on the NCBNP of June 1, 1999 continue to apply.

MARCH 8, 2007

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.

January 17, 2007

LETTER OF UNDERSTANDING

BETWEEN:

THE COLLEGE OF NEW CALEDONIA

AND:

THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

Re: REMOVING THE LETTER OF AGREEMENT ON INTERNATIONAL EDUCATION  
PROJECTS

The parties agree to remove the Letter of Agreement on International Education Projects of April 18, 2001 from the Collective Agreement.

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

**RE: ONLINE DISTRIBUTED LEARNING CREDIT COURSE OFFERINGS**

In order to provide workload language for online distributed learning courses that have been offered, ~~and~~ 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 the implementation. The written agreement of the Faculty Association is also required. It is recognized that the nature of online development opportunities requires that the parties reach agreement in a timely manner.

**3. Course Instruction:** ~~Because this method of instruction is so new, the parties expect that faculty using this method for the first time may experience unexpected problems in delivery. Therefore, the first time a course is offered, the faculty employee will be given one section release to assist with course delivery.~~

- 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 for faculty employees teaching on line courses. Students enrolled in an on line course will be required to have adequate technical expertise for this type of delivery. The College will provide adequate technical support and training for all faculty employees teaching online courses. The technical support and training provisions for part time faculty employees are identical to those for full time faculty. Reasonable employer paid training time and expenses in the methodology and application of Distributed Learning shall be made available on an annual basis.~~

7. **Copyright:** ~~The copyright provisions of Article 16.3 of the local agreement and Article 5 of the Common Agreement apply. However, out of professional courtesy, the faculty employee and Dean/Director/Regional Director shall consult wit the course developer before making significant amendments or revisions, providing the developer is still a college employee on site.~~
  - 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.

~~If a full time 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. This shall occur in advance of implementation.~~

9. ~~Part time faculty developing or revising course materials are considered Type 4 for that course work. The hours required shall be negotiated with the Dean/Director/Regional Director and the Faculty Association.~~

~~The training and technical support provisions for part time faculty employees are identical to those for full time faculty as outlined in this letter of understanding. Delivery workload will be according to the workload classification in Article 10. The hours required and the number of students enrolled shall be set by mutual agreement of the faculty employee and Dean/Director/Regional Director having due regard for the method of delivery, the kind of course offered and the demands of virtual office hours. Mutual agreement shall not be unreasonably denied by the faculty employee or the~~

~~Dean/Director/Regional Director.~~

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

January 17, 2007

**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.

**January 17, 2007**

**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.

**LETTER OF AGREEMENT  
BETWEEN:  
COLLEGE OF NEW CALEDONIA  
AND  
THE FACULTY ASSOCIATION OF CNC  
RE: LIST OF FACULTY REGULARIZED UNDER ARTICLE 6 OF THE COMMON  
AGREEMENT**

1. The following individuals shall be regularized as of August 1, 2000, with regard to pay and workload. These individuals shall be deemed to have met the probationary period requirements.

Bennett, Bruce*	Michael-Didier, Dani
Benoit, Gerri-Lynne*	Nealis, Waneta*
Brbot-Cook, Rosemary*	Rourke, David
Clare, Sheldon*	Smith, Beth*
Crellin, Alison	Stewart, Heather
Djuric, Anna* (on leave)	Sturt, Dawn (on leave)
Galbraith, Evelyn*	Tompkins, Eric*
Keddy, Mona	VanNice, Michelle
McCabe, Susan	

2. The individuals identified by an asterisk shall be regularized to a full-time appointment effective August 1, 2000.
3. For those individuals not identified by an asterisk, the parties shall agree on a workload percentage for Regular Part-time faculty based on their workload percentage over the last two years and the expected work in the two semesters/trimesters following August 1,2000.
4. Those individuals who took leave prior to agreement on Article 6.1 of the Common Agreement shall be notified of the change in their employment status and shall be given the opportunity to return to work for the January 2001 semester under the changed status if they so desire.

January 17, 2007

**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.

**January 17, 2007**

LETTER OF UNDERSTANDING

BETWEEN

THE COLLEGE OF NEW CALEDONIA

AND

THE FACULTY ASSOCIATION OF THE COLLEGE OF NEW CALEDONIA

Re: REMOVING THE LETTER OF AGREEMENT ON THE ACQUISITION OF THE NORTH  
CARIBOO COMMUNITY SKILLS CENTRE FROM THE COLLECTIVE AGREEMENT

The Parties agree to remove the Letter of Agreement regarding the Acquisition of the North Cariboo Community Skills Centre of April 1, 2000 from the Collective Agreement.

March 1, 2007

**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.

**March 13, 2007**

**LETTER OF AGREEMENT**

BETWEEN:

**THE COLLEGE OF NEW CALEDONIA**

AND:

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

**RE: Removal of the Letter of Agreement on the JET Instructor Vacancy**

The parties agree to remove the letter on the Jet Instructor Vacancy from the collective agreement.



**January 17, 2007**

**LETTER OF AGREEMENT**

**BETWEEN**

**COLLEGE OF NEW CALEDONIA**

**AND**

**CNC FACULTY ASSOCIATION**

**RE: CRIMINAL RECORDS CHECK POLICY COMMITTEE**

The parties agree to establish a College committee to determine a policy for criminal record checks of employees.

The policy shall include, but not be limited to:

- (a) Notifying faculty members in advance that criminal record checks would be conducted;
- (b) Outlining the requirements for which employees would need to have criminal record checks and when such checks would have to take place;

The committee shall consist of at least two representatives of the Faculty Association and at least two representatives of the College.

The committee shall be established no later than September 30, 2007. The Committee shall report to the parties no later than January 31, 2008.

January 17, 2007

**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: Pulp Paper and Woodworkers of Canada, Local 29**

(hereinafter referred to as the PPWC)

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 PPWC 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 no longer be considered General Interest Contracts.

- 3) The College will accept the mutual decision of the PPWC 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.

#### Appendix A

This memorandum sets out the terms and agreements that have been reached between the PPWC, Local 29, 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 PPWC 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 PPWC 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	*Bob Diebolt
Shona Moore	*Irene Holden

- 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 PPWC 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 PPWC and the Faculty Association agree upon and the mechanism for resolving disputes.

March 13, 2007

**LETTER OF UNDERSTANDING**

**BETWEEN:**

**THE COLLEGE OF NEW CALEDONIA**

**AND**

**THE FACULTY ASSOCIATION OF CNC**

**RE: PART-TIME FACULTY SALARY SCALE**

The parties agree to create a joint committee consisting of at least three Faculty Association and three College of New Caledonia representatives to examine the part-time faculty salary scale (also referred to as the “secondary scale” in the Common Agreement) during the life of the 2007-2010 Collective Agreement.

The purpose of the committee will be as follows:

1. To identify, collect and review data relevant to the exploration of alternatives to the current part-time faculty salary scale; and
2. To explore cost-neutral alternatives to the current part-time faculty salary scale.

Factors that may be taken into account include the workload types of faculty employees, rates of pay, the number of steps and length of the scale, the method of advancement on the scale, or other relevant considerations.

The committee may call on other resources, either in Prince George or from regional campuses, to assess the effect of changes to the secondary scales.

The committee shall begin meeting before June 30, 2007, and will meet at least twice per year leading up to negotiations for the renewal of the 2007-10 Collective Agreement. In order for any change to the part-time faculty salary scale to be adopted it must be agreed upon between the parties as an outcome of future negotiations.

This Letter of Agreement expires at the end of the 2007-10 Collective Agreement.

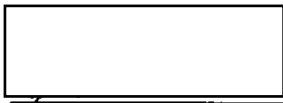
The undersigned parties agree that this Memorandum of Agreement should be read as including all items contained within the Memorandum of Agreement regarding the Common Agreement between the Employers' Bargaining Committee on behalf of member institutions ratifying this Common Agreement and the Joint Faculty Negotiation Committee: BC Government & Service Employees Union and the Federation of Post-Secondary Educators of BC on behalf of its local unions ratifying this Agreement, for the term of April 1, 2007 to March 31, 2010 as signed on February 17, 2007.

The undersigned parties agree to recommend this Memorandum of Agreement to their respective principals.

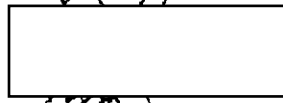
Signed by the Parties at Prince George, British Columbia on March 22, 2007.

For the College of New Caledonia:

For the Faculty Association  
of the College of New Caledonia:



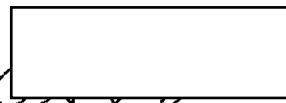
Daniel Bradshaw



Sheldon Clare



Marcia Timbres



George Davison