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**NEUMAN THOMPSON**
Labour & Employment Law on Behalf of Employers

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<u>GE-07608</u>	<u>9</u>
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November 13, 2017

Alberta Labour Relations Board
 501, 10808 99 Avenue
 Edmonton, AB
 T5K 0G5

VIA FAX: 780-422-0970

Attention: Tannis Brown, Director of Settlement

Dear Ms. Brown,

RE: An unfair labour practice complaint brought by NorQuest College Faculty Association (the "Association") affecting NorQuest College (the "College") and the Alberta Union of Provincial Employees ("AUPE")
Board File No. GE-07608

We have had an opportunity to meet with representatives of the College and have reviewed the Association's complaint of September 22, 2017 (the "Complaint").

The College denies each and every allegation contained in the Complaint unless expressly admitted herein. In particular, and for the reasons described below, the College denies that there have been any breaches of the *Labour Relations Code*, RSA 2000, c L-1 (the "*Code*") or the *Post-Secondary Learning Act*, SA 2003, c P-19.5 (the "*PSLA*"), as alleged or at all.

I. Introduction

1. The College, like many other Post-Secondary Institutions ("PSIs") in Alberta, provides and has long provided educational services to its students, including instruction and/or learning support services, using a variety of employees. Some of those employees are designated as academic pursuant to the *PSLA* ("Designated Academics"). Other employees who provide instruction and/or learning support are not Designated Academics.
2. As is common in many Alberta PSIs, at the College, the courses are typically developed and designed by Designated Academic, who set out the required course content, materials,

delivery mechanisms, and examination and assessment methods. Much of the learning support and coaching for the course content is also provided by Designated Academics. However, that learning support and coaching may also be provided by persons who are not Designated Academics.

3. At the College, employees other than Designated Academics who provide students with course content knowledge and/or learning support fall within the College's AUPE bargaining unit. One group of employees within that bargaining unit that are responsible for providing students with learning support and coaching are the Instructional Assistants ("IA"). IAs have commonly been referred to as "Tutors", and have been branded by the College as of August 2017 as "Learning Specialists".
4. The College is committed to providing its student body with the highest level of educational services. To that end, commencing in 2016 the College undertook a review of the services that it provides for its students with disabilities. It determined that it had two distinct positions providing essentially the same services to students with disabilities: Academic Strategists who were considered Designated Academics, and IAs who fell into the AUPE bargaining unit.
5. The College recognized there could be no logical basis for continuing to have essentially all the same duties performed by persons in two different positions in two different bargaining units. The College also determined that the work being undertaken by both positions was not academic based on its definition of "academic staff"; a definition which is in large part informed by the Collective Agreement negotiated between the Association and the College, and which encompasses much more than simply "instruction".
6. In light of the above, the College made the decision in 2017 that rather than having learning support and coaching provided to disabled students by two different positions in two different bargaining units those services would be provided solely by IAs. IA positions with significant duties related to learning support and coach for disabled students were given a different title for recruitment purposes, Accommodated Learning Specialists. Notwithstanding this new title, these positions perform in essence the same work as had been done by IAs.
7. As a result of this decision, the College ceased use of Academic Strategists. The elimination of those positions, including the notice provided to the Association, was done in accordance with the Collective Agreement, as well as the usual practices between the parties, as described below. The College's compliance with same is supported by the fact that the Association did not raise any concerns regarding the process that was undertaken at that time or in accordance with the grievance provisions of the Collective Agreement; rather, the Association first raised this issue as part of this Application, filed almost three months later.

II. Background

8. The College admits Paragraphs 1, 2 and 4 of the Complaint.

9. The College is a "vocational college" established and designated pursuant to the *PSLA*. The College's mandate is, *inter alia*, to provide high-quality learning opportunities that prepare graduates for careers and further studies in business, industry, health sciences, human services, early learning and education, and information, communication and design technologies. A significant portion of the College's programming focuses on foundational learning opportunities in academic upgrading, adult literacy, employment readiness and English as a second language education.
10. In response to Paragraph 3 of the Complaint, there are currently 281 employees at the College who are Designated Academics. The Association is the bargaining agent for these employees.
11. AUPE is the certified bargaining agent for employees (other than managers and other excluded employees) who are not Designated Academics. The classifications of employees AUPE represents include and have long included employees providing course content knowledge and/or learning support, including but not limited to Instructional Assistants, Academic Skills Assessment Advisors and Assistive Technologists.

III. Background – Designation Generally

12. In response to Paragraph 17 of the Complaint, the College agrees that it does not have a formal policy regarding the designation of academic staff. The College denies however that it has any established past practice of designating academic staff based on whether they offer "specialized learning content".
13. The College's identification of Designated Academics is (subject to very limited exceptions referenced later in this reply) based on whether a position or employee is acting as an instructor. The definition of what constitutes an instructor is outlined in the Collective Agreement between the Association and the College. Article 14.02 of that agreement defines an instructor's responsibilities as follows:

Instructors are responsible for instruction, teaching preparation, program and course development, student assistance including remediation and consultation, special projects, College committees and other related activities which are assumed as professional responsibilities by the Employee or which are specifically assigned by the College. Instructors will manage their schedule in accordance with their responsibilities and in consultation with their supervisor.

14. The College does not classify a position as Designated Academic based solely on whether that position involves instruction, or on whether instruction provided involves specialized learning content. To be a Designated Academic position it must also involve the performance of the other duties outlined in the above definition. In the case of IAs, for example, while those employees provide and have long provided instruction to students that assists them in acquiring skills or specialized knowledge, they are not responsible for other matters that fall within the scope of a Designated Academic; for example, IAs are not responsible for the delivery of curriculum, for ensuring that students are aware of course

objectives, or for evaluating students on course objectives. As a result, they have consistently been designated as non-academic.

15. The vast majority of the Designated Academics within the College are instructor positions, namely Instructors, Program Chairs and Associate Program Chairs.
16. There are a small number of positions that have historically been deemed academic which don't fall under the instructor heading, namely: Librarians, Counsellors, Student Support Specialists, Instructional Designers, Faculty Developers, and Academic Specialists. Currently, there are three (3) Librarians, one (1) Counsellor, two (2) Student Support Specialists, two (2) Instructional Designers, three (3) Faculty Developers, and no Academic Specialists.

IV. Background – Academic Support for Students with Disabilities

17. In order to foster student success, the College offers a number of academic support-related services for its students, including services for students with disabilities. Those services are offered through the College's Academic Support Centre, which falls under the purview of the Dean of Student Services / Registrar, Bryan Shepherd.
18. Academic support for students with disabilities has been provided through the Academic Support Centre by two groups of employees: (i) Academic Strategists and (ii) IAs.
19. Academic Strategists work with students with disabilities by providing them with learning assistance and instructional support. Academic Strategists advise students with disabilities on academic strategies and engage in coaching-related activities. The most recent version of the Academic Strategists' position description is attached hereto as **Schedule 'A'**. This position description has been in place since 2014, and replaced the position description attached to the Complaint as Appendix 'A'.
20. In response to Paragraph 8 and 9 of the Complaint, three permanent staff were identified as Academic Strategists prior to June 26, 2017. One staff member was full time, and the other two were part time positions at 0.6 FTE each. Additionally, one Academic Strategist was employed on a term agreement, and another had been temporarily seconded to that position.
21. In response to Paragraph 12 of the Complaint, the majority of the Academic Strategists' time was spent working with students with disabilities on a one-on-one basis. Furthermore, and as is outlined in Schedule 'A', Academic Strategists advise students on academic strategy skills, and provide coaching services.
22. In response to Paragraphs 13 and 14 of the Complaint, the College admits that Academic Strategists ran workshops for students. Those workshops are typically done with groups of students at a frequency of no more than twice a quarter. The workshops are meant to promote the services provided by Academic Strategists for students with disabilities, and

are similar in nature to other informational workshops provided by the College's non-academic staff.

23. In response to Paragraph 15 of the Complaint, the College admits that Academic Strategists develop resources concerning learning strategies for students as part of their workload. Those resources were similar to resources developed by IAs. They are unlike resources prepared by Designated Academics, which focus on instructional course content.
24. Academic Strategists importantly only provide services to students with disabilities who have been identified as having a disability. In order to access these services, students are first required to self-disclose that they have some form of disability. Academic Strategists are then required to prepare documentation regarding the particular student's disability and needs.
25. IAs are responsible for providing learning support and academic skills coaching for students in a particular subject area or subject areas. IAs provide services that are directed to all students, including students with disabilities. IAs work with students, both one-on-one and in small groups, to increase their confidence, content knowledge and other academic skills.
26. Unlike Academic Strategists, some IAs are required to hold a master's degree in a subject area, because they provide specialized subject-focused services to students in university transfer programs.
27. IAs have, since at least 2014, been providing academic support to students with disabilities as part of the subject-focused support they provide to students. Those support services mirror the services that are provided by Academic Specialists. The only significant difference between the services offered by both groups is that the Academic Specialists were required to complete the formalized documentation process described in paragraph 24 regarding the disabled students disability and needs. In contrast, the IAs providing disability-related supports and services to students were not required to complete any documentation.
28. Since 2014, approximately 30% to 35% of the IAs' workload has involved providing academic support services for students with disabilities.
29. Neither IAs nor Academic Strategists are required to perform the following work: teaching preparation, developing programs and courses, and participating in special projects and College committees.
30. Additionally, and in response to Paragraph 16, the College agrees that neither Academic Strategists nor IAs have managerial or labour relations related responsibilities.
31. In response to Paragraphs 18 and 19 of the Complaint, the College denies that Lori Williamson's position changed in 2006 because she was providing "specialized learning content", as alleged or at all.

32. In further response to Paragraphs 18 and 19, Terri Robinson had worked for the College as an IA until May 2005. She subsequently applied for a position with the College as an Academic Strategist. That position was not the same position that she had previously occupied. Ms. Robinson was successful and was hired in September 2008.

V. Review of Academic Support for Students with Disabilities

33. In or around the fall of 2016, a review was undertaken regarding the delivery of academic support services for students with disabilities. That review was initiated by Bryan Shepherd, with the objective of determining what (if any) changes needed to be made to the then model for providing services in order to better support students.
34. This review was undertaken by Mr. Shepherd, with support from Norquest's Human Resources Department and from the Department's managers.
35. As part of the review, it was discovered that IAs were being utilized by significantly more students than Academic Strategists. In the fall of 2016, IAs held 5778 sessions with students, whereas Academic Strategists only held 1464 sessions. Furthermore, it was discovered that only a small number of student (131) were actually accessing Academic Strategists. Finally, certain groups of students, namely students in the Language Instruction for Newcomers to Canada (LINC) and English as a Second Language (ESL) programs, were accessing services from IAs, but would very seldom utilize Academic Strategists.
36. The findings made regarding the lack of use of Academic Strategists were in line with prior issues regarding their use, which had resulted in two of the Academic Strategist positions being reduced from 1.0 FTE to 0.6 FTE during the 2014/2015 academic year.
37. Additionally, the review involved an assessment of whether the work being performed by the IAs and Academic Strategists was properly considered academic or non-academic. The College determined that the work was not equivalent to the work of Designated Academics.
38. The College also reviewed how other PSIs had classified these kinds of support positions. Similar positions were considered at Lethbridge College, Red Deer College, Grande Prairie Regional College, NAIT, SAIT, Mount Royal University, Lakeland College, and Bow Valley College. It was determined that where comparable positions existed, they had not been classified as falling in the category of Designated Academics.
39. Following its review, the College created a new operational plan for providing academic support for students with disabilities. The plan was that rather than bifurcating that support between two existing positions in different bargaining units that performed essentially the same work, the support would be provided by the IAs along with their subject-area specific services in a more integrated manner. A number of factors led to the development of this plan, including:
- a. Students were utilizing IAs significantly more than Academic Strategists;

- b. Academic Strategists are limited to providing services to students with diagnosed disabilities, whereas IAs provide services to a much broader range of students, including those who have undiagnosed disabilities, and those who have no disabilities but could benefit from accessing disability-related services.
 - c. IAs could continue to provide both subject-area specific coaching as well as disability-related coaching, whereas Academic Strategists were only able to provide disability-related coaching.
 - d. The support and coaching services work done by Academic Strategists was not equivalent to the work being performed by Designated Academics. This conclusion was in line with how this work was classified in the majority of the PSIs that were reviewed.
40. The IAs who would be officially providing disability-related services as part of their position were referred to as Accommodated Learning Specialists. In response to Paragraphs 26 and 27 of the Complaint, this new nomenclature was created in order to advertise the additional IA positions that would need to be recruited as part of the new operational plan. The role itself was a reflection of what IAs had already been doing by way of providing both subject-area specific and disability-related coaching, and was not a new position that needed to be designated. Attached hereto as **Schedule 'B'** is a copy of the position description for the Accommodated Learning Specialists.
41. In light of the increased need for IAs resulting from the move to this integrated model, the College began recruiting Accommodated Learning Specialists on or around July 18, 2017.
42. In response to Paragraphs 29 and 30 of the Complaint, the job descriptions for Academic Strategists and Accommodated Learning Specialists are very similar because of the significant overlap that already existed between the work that they performed prior to the College's recruitment of Accommodated Learning Specialists in July 2017.
43. In response to Paragraph 31 of the Complaint, Accommodated Learning Specialists are IAs who provide subject-specific advising and coaching. As a result, and as with all other IAs, they are required to hold at least a Master's Degree.
44. In response to Paragraph 32 of the Complaint, the College admits that the two employees who were not permanent Academic Strategists were hired as Accommodated Learning Specialists.

VI. Elimination of Academic Strategist Positions

45. As a result of the change to the delivery of academic support services for students with disabilities, the decision was made to eliminate the Academic Strategist positions.

46. In response to Paragraph 20 of the Complaint, the College admits that it met with the three Academic Strategists on June 26, 2017, and advised them at that time that the College was eliminating their positions.
47. In response to Paragraph 21, the College contacted the Association's President (Leslie Sayer) and Vice-President – Faculty Welfare (Alexandru Caldararu) via e-mail on June 23, 2017, to advise them that the College would be meeting with the three employees, and confirming if they would be able to attend. This notice and request was done in accordance with the College's longstanding practice with the Association; a practice with which the Association has never taken issue.
48. Mr. Caldararu advised the College on June 23, 2017 that he would be able to attend the meeting. At no point prior to the meeting did Mr. Caldararu or Mr. Sayer raise any concerns, including but not limited to concerns regarding the amount of notice provided to them or the contents of the notice. Additionally, they did not ask the College any follow up questions regarding the meeting.
49. In response to Paragraph 22 of the Complaint, the College denies that it only notified one of the Association's representatives that the meeting would be taking place. As noted above, notice was provided to two members of the Association's executive. Attached hereto as **Schedule 'C'** is a copy of the e-mail exchange between the Association and the College regarding the meeting.
50. The meeting on June 26, 2017 included both (i) a group component, and (ii) an individual component where the employees met with a representative from the College's Human Resources department. Mr. Caldararu later participated in the individual meetings for two (2) of the employees, and did not raise any concerns regarding not participating in all of the meetings other than through the current complaint, filed some 3 months later.
51. The College provided all three employees with termination letters. Those letters stated that the College was abolishing the Academic Strategist positions, and outlined how much severance the employees would receive. That severance was broken up into two headings in accordance with Article 32 of the Collective Agreement, a copy of which has been attached hereto as **Schedule 'D'**:
- a. Pay in lieu of notice of ninety (90) calendar days; and
 - b. A separation allowance based on the amount of continued service each employee had with the College.
52. In response to Paragraphs 23 and 24 of the Complaint, the College admits it provided the employees with releases on June 26, 2017. The College had a longstanding practice of asking employees to execute releases when they received separation allowances. Employees were not pressured into signing releases immediately, but rather were told that they could seek advice regarding the release. The Association was aware of this practice, and did not raise any concerns regarding same until after the June 26, 2017 meeting. As a

result of the Association communicating its concerns to the College, it is no longer asking employees to execute releases when they receive a separation allowance pursuant to a collective agreement.

53. Additionally, the employees were all advised by the College that the releases did not bar them from commencing grievances in relation to their termination. No such grievances were filed by any of the employees.

54. In response to Paragraph 25, Article 32.06 of the Collective Agreement states that an employee is required to endeavour to find another position within the College, upon consultation with the College:

When a staff reduction results in the elimination of a Permanent Employee's position, s/he shall endeavour to obtain an alternate position through consultation with the College and by applying for available vacancies.

55. Prior to the June 26, 2017 meeting, the College reached out to a number of division leaders regarding whether there were any upcoming vacancies for permanent faculty positions. The College determined that there were no vacancies for which the employees qualified. As such, it was not in a position to offer any alternative positions, and instead chose to pay separation allowances to the employees in accordance with the Collective Agreement. Additionally, each of the Academic Strategists were provided with career transition support.

VII. Position and Summary

56. In response to Paragraphs 33 and 34 of the Complaint, the College denies that the Accommodated Learning Specialists are properly designated as academic staff. The Accommodated Learning Specialists do not fall into the College's definition of academic staff, as discussed above. While they provide coaching and assistance related to instructional work, they do not hold all or even most of the duties and responsibilities of Designated Academics.

57. Contrary to the Association's assertions, the College's past practice with the designation of IAs as non-academic staff supports the classification of Accommodated Learning Specialists as non-academic. The moniker of Accommodated Learning Specialist is a simple re-branding of a role that IAs have been undertaking for years as part of the AUPE bargaining unit. That role, as noted above, is far from encapsulating the responsibilities and duties of a Designated Academic.

58. The College denies that it has any practice of designating positions or employee based on a "specialized content" criteria, as alleged by the Association.

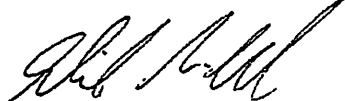
59. In response to Paragraph 35 of the Complaint, the College denies that it had a duty to consult with the Association pursuant to the *PSLA* or the *Code*. The College did not de-designate or create a new position, as has been alleged by the Association. Rather, the

College eliminated all of the Academic Strategists positions and chose to continue to have the work done using IAs, a classification of positions which had long been recognized by the parties as falling into the AUPE bargaining unit and which had long provided such services to disabled students.

60. In the alternative, even if the College had a duty to consult with the Association in the circumstances, which is not admitted but denied, any failure to consult cannot automatically result in the Accommodated Learning Specialists being declared academic staff, as alleged in Paragraph 35 of the Complaint.
61. Furthermore and in the alternative, the College has no duty under the *PLSA* to consult with the Association when filling or creating non-academic positions.
62. In response to the whole of Part VI, Section B of the Complaint, the College denies that it engaged in any conduct that violated s. 148(1)(a)(ii) of the *Code*, as alleged or at all.
63. In response to Paragraph 37 of the Complaint, the College provided the Association with notice of the June 26, 2017 meeting in accordance with the parties' past practice.
64. In response to Paragraph 38 of the Complaint, the College admits that it asked the employees to sign a release in exchange for it providing the separation allowance amount under the Collective Agreement. The College had a longstanding practice, of which the Association was well aware, of requesting that employees, including academic staff, sign a release when they received any amount of separation allowance.
65. In response to the whole of Paragraph 40 of the Complaint, the College denies that the Association should be entitled to any of the remedies it is seeking, or to any remedies at all.

Yours truly,

NEUMAN THOMPSON



Gabriel Joshee-Arnal
GJA/et

c.c. NorQuest College (via email)
Mr. Gordon Nekolaichuk, Chivers Carpenter (via Fax: 780-439-8543)
Mr. Leslie Sayer, NorQuest College Faculty Association (via Fax: 780-439-8543)
Ms. Leslie Marquardt/Carol Drennan/Jim Petrie/Larry Dawson, AUPE (via fax: 780-644-6529)

SCHEDULE 'A'

NorQuest College
Learning Support, Academic Support Centre, Student Services
Position Description
(Instructor) Academic Strategist

Position Summary:

Reporting to the Manager, Learning Support, the Academic Strategist's primary function is to provide learning assistance and instructional support to students with disabilities. This Faculty position is responsible to support students with disabilities who require learning strategies to help maximize their performance in Mathematics, Sciences and/or Humanities courses. The Academic Strategist participates as a member of the Academic Support Centre. The Academic Support Centre falls under the direction of the Dean of Students Services/Registrar.

Major Duties and Responsibilities based on the categories in the Excellence in teaching document:**Teaching and Learning Strategists**

- Advising academic strategy skills one-to-one or in small groups, in person or via distance to students with disabilities
- Coach students with disabilities to evaluate existing strategies and modify and apply strategies based on academic requirements and students' disability-related learning profiles
- Work with assistive technology (AT) specialists to instruct and support students with disabilities who use various types of assistive technology
- Deliver workshops on topics to do with their role/work as Academic Strategists (e.g. learning strategies)

Evaluation Experts

- Develop, document, implement, and manage individualized Strategies Plans to support student learning based on Individual Educational Plans
- Ensure student information is managed throughout its life-cycle, following College procedures for managing student records
- Customize supports for students with disabilities based on functional limitations, academic strengths, and possible impact of medical conditions/disabilities
- Supervise diploma exams and assist with other exams as required

Learning Facilitators

- Work closely with other members of the Academic Support Centre to engage

in collaborative and integrated academic support activities, as well as functional involvement with colleagues in the Wellness and Accessibility unit in order to provide services for students who have a disability

- Assist in the orientation of new students to the unit and NorQuest employees, as well as interested external individuals and groups
- Assist in the preparation of materials for students requiring alternate formats, (i.e.; Braille, large print and audio files)

Learner Advocates

- Liaise between students and NorQuest faculty and staff, as appropriate
- Collaborate with instructors in NorQuest College Faculties to implement Universal Instructional Design principles
- Report ongoing progress and concerns to the students' Student Support Specialists

Professionals and Scholars

- Maintain accurate records of activities and support
- Collect data for research and administrative functions of the department/unit
- Develop knowledge and skills through participation in courses, workshops, professional meetings, interaction with colleagues, and through independent study of current literature
- Participate on department/unit and NorQuest College committees
- Provide input and feedback for operational planning, as requested
- Participate in special projects and/or applied research, as required
- Other duties as assigned by the Manager, Learning Support

Curriculum Developers

- Plan, create, and develop workshops for students and/or faculty and staff of NorQuest
- Consult with faculty and staff about the implementation of Universal Design and Universal Instructional Design

Qualifications:

- Bachelor's degree with coursework in a related area; Education degree preferred, but equivalencies may be considered
- Experience supporting individuals with disabilities preferred
- Experience teaching and supporting adult learners preferred
- Ability to teach various learning strategies
- Knowledge regarding a variety of disabilities
- Ability to communicate effectively with students and staff, orally and in written form
- Knowledge of Universal Design and Universal Instructional Design

principles preferred

- Ability to prepare and present materials to students, staff and external organizations

SCHEDULE 'B'

WDHR126



POSITION DESCRIPTION

Position Number:	Job Code: SA 8	Job Family: SPECIALISTS/ADVISORS
Job Stream: Advisor II	Working Title: Learning Specialist 2 functional role streams/working titles: I) Academic Skills Coach and Tutor II) Academic Skills Coach and Accommodated Learning Specialist	
Reason For Submission: i.e.:		
<input type="checkbox"/> Update		
<input type="checkbox"/> Reclassification Request		
<input type="checkbox"/> New Position		
<input type="checkbox"/> Other		
Date Completed: August 21, 2017		
Division: Student Services		
Department: Academic Support Centre	Unit: Learning Support	

PURPOSE AND GENERAL INSTRUCTIONS

The purpose of this Position Description is to capture a clear understanding of the positions main responsibilities and required Education and Experience levels. It will be used for purposes of contributing to the evaluation of the position and where it is placed within the Classification Plan. Job evaluation and classification **DOES NOT** measure the individual's level of performance, experience, or education but is solely reflective of the requirements of the position.

POSITION PURPOSE:

Please provide a brief summary of the position, covering the main responsibilities, the framework within which the position has to operate and the main contribution to the organization.

Reporting to the Manager, Learning Support, Learning Specialists provide learning support to NorQuest students within the Learner Centre. Learning Specialists provide a variety of

academic support services, inclusive of tutoring, academic skills coaching, and accommodated learning strategies support to students with disabilities. This role uses a variety of delivery modes in order to meet diverse learner needs. Learning Specialists work collaboratively with students to build academic skill-sets (content knowledge, study skills, etc). The Learning Specialist role has direct impact on student success and retention.

There are two functional roles in this position: tutoring (content expertise), and accommodated learning support (working with students with documented disabilities, as referred by Disability Services). Both roles provide academic skills coaching support to students. Cross-training occurs between these two functional roles to support operations as needed. This role may involve shifts at variable times throughout the day and evening, as well as weekends as needed.

Learning Specialists operate within the Learner Centre – working in 1:1 or small group spaces, but especially in the open spaces of the learning commons. Their environment is dynamic and integrated, and they fill multiple functional roles at various service points.

COMPETENCIES:

Focus on the Future: Applies strategic insights, an organization-wide perspective, and forward thinking.

Execute on Plans: Provides clear direction, plans and takes accountability for decisions and results.

Innovate & Lead Change: Shows curiosity, innovation and calculated risk taking to inspire and lead change.

Connect & Collaborate: Engages, collaborates, and builds strong relationships with employees, learners, business, government and other post-secondary institutions.

Develop People & Culture: Invests in developing self, individuals, teams, and our culture of excellence.

KEY RESPONSIBILITIES:

In the following space, identify the key activities of this position (key activities can normally be covered in 4 – 6 broad statements). Describe the 2 to 3 major responsibilities required to fulfil each key activity.

Key activities:

1. Provide student-facing learning support as a tutor, academic skills coach, and/or as an accommodated learning specialist for students with disabilities.

Responsibilities:

- assess individual learning needs and unique barriers to learning
- select the appropriate educational/learning approach for the student, in consultation with best practices and service standards
- develop and maintain individualized learning or coaching plan in collaboration with the student
- deliver support via multiple service points (e.g. tutoring occurs via the Tutorial Centre and Integrated Writing Centre) and delivery modes (e.g. online and in-person; synchronous and asynchronous; drop-in and appointment-based; in-class workshops/presentations, etc)

-complete required documentation (Learning Plans, etc), and manage files in alignment with established Records and Retention and FOIP requirements.

2. Liaise and collaborate with teaching faculty, Learner Centre staff, and Disability Services to provide wrap-around academic support.

Responsibilities:

-develop/maintain open, systematic communication channels with all college program areas

-share information and solicit and manage feedback/suggestions as fits within the scope of their role and established operational/strategic planning for unit/department/division.

-actively seek high-impact collaborative opportunities with program areas (*excluding faculty roles*, such as instruction, curriculum development, and advising faculty on instruction). E.g.: integration of service as remediation option for students at risk; co-developing resources that can be used by both students and instructors; in-class presentations or workshops)

3. Implement projects and initiatives that support student success (projects/initiatives may be intra- as well as inter-departmental)

Responsibilities:

-contribute to, or lead, the development, implementation, and assessment of projects and initiatives

-contribute to, or lead, working groups and committees

-work collaboratively with colleagues in other units or departments

4. Fulfill operational requirements to maintain defined service standards

Responsibilities:

-manage student online booking tools (trouble-shooting, inclusive of liaising with vendor and/or E&IT)

-accurately capturing usage metrics required for decision-making and reporting

-lead/coordinate or contribute to various operational tasks (e.g. promotions, scheduling, etc)

-participation in operational committees/working groups (e.g. Writing Centre Operational Team)

5. Contribute to on-going improvements in service quality via professional development

-contribute to best practices, tools, and resources that support practice

-participation in peer learning communities and case conferencing meetings

-participation in (and actively seeking of) development opportunities, both internally and externally, as part of performance development planning

1. EDUCATION:

Please describe the minimum level of education required to satisfactorily perform in this position giving consideration to what would be required in the job market.

-Graduate degree required (i.e. MEd, MA, MSc); degree in Education (at the undergraduate or graduate level) preferred

-related undergraduate degree with experience in adult education will be considered

-specialization as required:

- content specialization in math and science, OR in English (reading, writing, listening, speaking, viewing, and representing)
- specialization in learning strategies for students with disabilities

Accreditation

Please indicate whether certification, designation, licensing or registration is required and if so what type. (i.e. CMA, RN, PMP, AB Teaching Certificate, CHRP, TESL, etc.).

n/a

2. EXPERIENCE:

Identify the amount and type of experience required and include specific functional competencies/skills (i.e. project management, negotiation skills, analytical skills, strategic abilities, leadership skills, technical skills, etc.)

- minimum of 2 years of experience working with adult learners, inclusive of those who are ESL, those with disabilities, and those with other learning challenges
- developed skill in the application of learning theory
- knowledge of learning strategies for working with students with disabilities and/or Universal Design Learning principles
- confident computer/technology skills and ability to learn new technology quickly
- demonstrated ability to work independently, using evidence-based decision making to make sound professional judgements that align with defined best practices and service standards
- exceptional interpersonal and communication skills (both oral and written)
- strong collaborative and team-work skills
- strong organizational and problem-solving skills, with ability to prioritize, plan, and schedule workload

Specific to functional role as tutor:

- in-depth working knowledge of relevant subject areas

Specific to functional role as accommodated learning specialist for students with disabilities:

- developed skill/knowledge in using learning strategies to mitigate the functional impact of disability
- knowledge of relevant legislation (Duty to Accommodate) is an asset

3. DECISION MAKING:

This factor deals with the decision making aspects of the job. Decisions are based on the complexity and/or circumstances inherent in the work requirements, the difficulty of the problems and decisions addressed; as well as, the variety and relative difficulty of the information upon which decisions are based.

Learning Specialists are required to work independently with students - guided by best practices, service standards, procedures, and occupational expertise.

This role works with a high proportion of students with disabilities and mental health issues, and is required to support students in identifying their unique barriers to learning, find strengths, and use these strengths to support academic success.

Decisions made are often complex and sensitive in nature with multiple factors at play, and thus this role requires exceptional interpersonal skills, the ability to set/maintain professional boundaries, and the ability to make sound on-spot decisions with respect to student learning and well-being.

4. LEADERSHIP:

Leadership considers the degree, kind and intricacies of **operating supervision** or the nature of **functional supervision**, technical direction or advice provided in staff relationships subject to organization practices (i.e. approval).

Each individual Learning Specialist is a functional leader in their area of expertise (subject matter and disability/UDL). Sharing expertise and best practices with team members is an essential part of this role.

This role is also accountable for cross-training team members as needed, and the mentoring/training of new or less-experienced team members, as relates to their educational practice (enacted via various peer learning opportunities and jointly-created onboarding plans with Manager).

This position is accountable to the Manager for their performance and practice, and does so with minimal direct supervision.

5. WORKING RELATIONSHIPS:

Who, on a regular basis, the contact is with and the relative sensitivity of that contact and what is the purpose of the contact and the skill of communication required to accomplish that purpose.

- This role works with a high proportion of students with disabilities and mental health issues. This role is required to work with these students to identify barriers to learning, find strengths, and use these strengths to support academic success. Contact is largely 1:1 and relationships are over a long term (i.e. more than one term), and can last several years. Because of this sustained 1:1 contact, Learning Specialists require exceptional interpersonal skills in order to set/maintain professional boundaries, and to ensure student is in a trajectory toward independence, not dependence.
- Regular contact with program area faculty in a liaison and collaborative (not advisory or curriculum development) capacity
- Regular contact and collaboration with colleagues in Disability Services
- Regular contact and collaboration with colleagues in Library Services
- Participate in integrated working groups with faculty and staff
- This role regularly makes referrals to other service areas, e.g. navigators, counselors, social workers, etc. Referrals to services, such as the latter two, require communication skills that facilitate de-escalation, include active listening, and involve exceptional interpersonal skills.
- This role also liaises or consults with their counterparts at other PSI's and/or may participate in province-wide initiatives.

6. INITIATIVE TO ACT:

This factor refers to the measure of freedom an individual is given to undertake tasks and responsibilities independently within the defined requirements of the position.

This role is required to work Independently with minimal supervision.

Within daily practice with students, this role is accountable for making decisions independently - for building individualized learning plans and sessions for students based on their applied knowledge of best practices in their area of expertise, as well as service standards and procedures. Working within an agreed-upon decision-making framework, this role also has the freedom to exercise judgment with regards to coordinating and balancing operational demands across services.

This role also has the freedom/expectation to initiate improvements to education practice where needed (e.g. creation of new resources for their team and students as deemed necessary, etc).

7. PHYSICAL DEMAND

This factor considers the **degree and severity of exertion** associated with the job.

Consider the intensity and severity of the physical effort rather than the strength or energy needed to perform the tasks as required by the job as well as the **continuity and frequency** of that effort. Consider also the choice of action available to seek relief or perform less demanding tasks.

This factor also considers the dexterity required by the job. The levels of manual dexterity are determined by considering the frequency (i.e. occasional, regular, frequent, etc.) of and duration in the use and/or coordination of fine or coarse movements.

	Definition	Guidelines and Examples
<input type="checkbox"/>	Little effort, no undue fatigue	<ul style="list-style-type: none"> Little physical effort required – some sitting, standing, and walking. Freedom to move at will. Tasks performed require minimal accurate coordination of fine or coarse movements.
<input type="checkbox"/>	Occasional effort	<ul style="list-style-type: none"> Approximately 25% of the time. May involve awkward positions causing strain or fatigue. Activities such as keyboarding, standing, driving, lifting, pushing, pulling objects. Tasks performed require occasional accurate coordination of fine or coarse movements.
<input type="checkbox"/>	Regular effort	<ul style="list-style-type: none"> Approximately 50% of the time. Activities such as standing, walking, keyboarding, driving, lifting, pushing, pulling, awkward objects.

		<ul style="list-style-type: none"> Working in confined spaces. Tasks performed require regular, accurate coordination of fine or coarse movements.
<input type="checkbox"/>	Frequent effort	<ul style="list-style-type: none"> Approximately 75% of the time. Activities such as standing, walking, keyboarding, stooping, crouching, kneeling, lifting, pushing, pulling awkward objects. Tasks performed require frequent accurate coordination of fine or coarse movements.
<input type="checkbox"/>	Extended effort	<ul style="list-style-type: none"> Over 75% of the time, requiring almost continuous expenditure of effort causing major fatigue. Tasks performed require almost continuous accurate coordination of fine or coarse movements.

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8. WORKING ENVIRONMENT

This factor measures the frequency of exposure to undesirable or disagreeable environmental conditions, or hazards under which the work is performed. Consider only those conditions or hazards which are inherent in the nature of the work.

Do not consider extreme situations, that is, where the risk of a specific situation or accident occurring is unlikely. Consider the frequency (i.e. occasional, regular, frequent, etc.) of exposure to undesirable working conditions or hazards. For working conditions for which premiums are already paid (correctional allowance) there is no further consideration under this factor.

	Conditions	Hazards
<input type="checkbox"/>	Minor: <ul style="list-style-type: none"> Minor conditions such as dust, dirt, chemicals, fumes, heat or cold, noise, vibration, inclement weather, poor lighting, interruptions. Limited travelling. Irregular work hours, shift work. Exposure to rudeness and profanity. 	<ul style="list-style-type: none"> Minor health and accident hazards including the possibility of lost-time accidents (for example, mild sprains, abrasions). Exposure to mild infectious diseases. Minor cuts, burns, bruises. Injury causes slight discomfort for a short period of time, little inconvenience to work.
<input type="checkbox"/>	Major: <ul style="list-style-type: none"> Extreme conditions of dust, dirt, fumes, chemicals, heat or cold, obnoxious odours, noise, vibration, inclement weather, interruptions, and bodily fluids. Confined or isolated working conditions. 	<ul style="list-style-type: none"> Health and accident hazards of a serious nature involving lost time. Exposure to serious infectious disease. Exposure to radiation. Severe cuts, burns, bruises, other serious injury. Injury extends beyond the day of occurrence, requires change in work

	<ul style="list-style-type: none"> • Travelling over 50% of the time. • Exposure to verbal and/or physical abuse. 	<p>pattern, requires medical attention and involves loss time.</p> <ul style="list-style-type: none"> • Work with dangerous equipment or procedures or with hazardous materials.
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Frequency:

	Definition	Guidelines and Examples
<input type="checkbox"/>	Little (Condition/hazard seldom occurs)	The work is performed in an environment with almost little or no exposure to disagreeable conditions or hazards.
<input type="checkbox"/>	Occasional (Condition/hazard occurs once in a while on a daily basis or several times daily, but not every day or approximately 25% of the time)	The work is performed in an environment with occasional exposure to minor or little exposure to major disagreeable conditions or hazards.
<input type="checkbox"/>	Regular (Condition/hazard occurs often, several times daily, almost every day or approximately 50% of the time)	The work is performed in an environment with regular exposure to minor or occasional exposure to major disagreeable conditions or hazards.
<input type="checkbox"/>	Frequent (Condition/hazard occurs regularly several times daily almost every day or approximately 75% of the time)	The work is performed in an environment with frequent exposure to minor or regular exposure to major disagreeable conditions or hazards.
<input type="checkbox"/>	Extended (Condition/hazard occurs almost continuously, with the exception of breaks, almost every day - over 75% of the time)	The work is performed in an environment with extended exposure to major disagreeable conditions or hazards.

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Approval_____
Supervisor Approval_____
Date_____
Division Head Approval_____
Date

Division Head: Please forward a copy of the approved position description electronically to Human Resource Services.

SCHEDULE 'C'

Gabriel Joshee-Arnal

From: Melissa Santoro <Melissa.Santoro@NorQuest.ca>
Sent: Friday, June 23, 2017 4:20 PM
To: Alexandru Caldararu
Subject: RE: Faculty Representation Required

Thank you!

Melissa Santoro, BA
HR Consultant, Human Resource Services
Workforce Development and Human Resources | NorQuest College

Facebook | Twitter | YouTube | LinkedIn | Instagram



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From: Alexandru Caldararu
Sent: Friday, June 23, 2017 4:19 PM
To: Melissa Santoro <Melissa.Santoro@NorQuest.ca>; Leslie Sayer <Leslie.Sayer@norquest.ca>
Subject: RE: Faculty Representation Required

Hi Melissa,

I can make it Monday at 1:30. See you then. I will be on campus that morning if you need to get a hold of me.

Cheers,
Alex

Alexandru Caldararu BA
Vice-President - Faculty Welfare
NorQuest College Faculty Association

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From: Melissa Santoro

Sent: Friday, June 23, 2017 11:19 AM

To: Leslie Sayer <Leslie.Sayer@norquest.ca>; Alexandru Caldararu <Alexandru.Caldararu@NorQuest.ca>

Subject: Faculty Representation Required

Importance: High

Good morning,

I would like to request assistance for a meeting that will be occurring with 3 faculty members on Monday June 26, 2017 at 1:30 p.m. in room A814. Please confirm if you are able to attend.

Also, notice to the employees will be given in the morning of the 26th, so you may be contacted for assistance.

Thank you,

Melissa Santoro, BA

HR Consultant, Human Resource Services

Workforce Development and Human Resources | NorQuest College

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SCHEDULE 'D'



Collective Agreement

- between -

**The Board of Governors of
NorQuest College**

- and -

**NorQuest College
Faculty Association**

Expiring June 30, 2019

Article 31 - Joint Workplace Health, Safety and Wellness

- 31.01 The College and the Association agree to cooperate on workplace health and safety issues including participation on a Joint Workplace Health, Safety and Wellness Committee. The parties acknowledge active support of everyone is required to maintain appropriate health and safety standards.
- 31.02 An Employee shall immediately notify the College when s/he has an accident at work that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his/her work site shall immediately notify the College.

Article 32 - Staff Reductions

- 32.01 It is the College's goal to manage changes in its operations in a manner which recognizes the need to assist Permanent Employees when such changes affect their employment or security. The following staff reduction process applies to Permanent Employees.
- 32.02 When there is a need to reduce the number of Permanent Employees and it has not been achieved through attrition and redeployment including reductions in Term or Casual employment, the College shall give weight to the length of continuous service, qualifications, experience, and abilities as related to programming needs in determining the Permanent Employees within a program or service unit who shall be terminated. The greater the difference in length of continuous service between employees affected, the greater the weight that will be given to length of continuous service of the respective employees.
- 32.03 The College shall give a Permanent Employee at least ninety (90) calendar days prior written notice or pay in lieu of a staff reduction resulting from the elimination of the Employee's position. The College will provide a copy of the written notice to the Association.
- 32.04 A Permanent Employee may volunteer for staff reduction and, with the concurrence of the College, may enter into an agreement with the College in accordance with the terms of this Article. A Permanent Employee who voluntarily enters a staff reduction agreement with the College will be deemed to have resigned their position effective the date the Employee's services are no longer required.
- 32.05 The Employee may resign in writing and, with the agreement of the College, receive pay at his/her regular rate in lieu of the notice specified in Clause 32.03 in which event the Employee will not be eligible for the Separation Allowance.

32.06 When a staff reduction results in the elimination of a Permanent Employee's position, s/he shall endeavour to obtain an alternate position through consultation with the College and by applying for available vacancies.

32.07 During the period of notice of staff reduction, the College will allow the Permanent Employee a reasonable amount of time off with pay to attend interviews with external employers.

32.08 Separation Allowance

A Separation Allowance will be provided for Permanent Employees with more than two (2) years of continuous service with the College. The Separation Allowance will apply to Permanent Employees who have not secured ongoing employment with the College. These provisions will not be paid to an Employee who was dismissed, resigned, retired, or who refused an alternate position at no loss in salary or benefits.

Eligible Permanent Employees will be entitled to receive a Separation Allowance at their regular rate of pay according to the following schedule:

Full Years of Continuous Employment	Separation Allowance – Weeks of Pay at Regular Rate of Pay
2	6
3	9
4	12
5	15
6	18
7	21
8	24
9	27
10	31
11	35
12	39
13 plus	43

Upon payment of the Separation Allowance, an Employee's employment shall be terminated and the Employee shall have no further rights under this Collective Agreement.

Article 33 - Travel and Subsistence