

AGREEMENT

between the

BOARD OF GOVERNORS

and the

ACADEMIC STAFF ASSOCIATION

of the

**NORTHERN ALBERTA
INSTITUTE OF TECHNOLOGY**

2010-2013

This Agreement made

BETWEEN

The Board of Governors (hereinafter referred to as the Board)

of the

Northern Alberta Institute of Technology (hereinafter referred to as NAIT or the Institute)

as established by the Post-secondary Learning Act

of the first part

and

The NAIT Academic Staff Association (hereinafter referred to as Association)

of the second part.

WHEREAS the Association has the exclusive authority, on behalf of the academic staff members, to negotiate and enter into a collective agreement with the Board pursuant to the Post-secondary Learning Act; and

WHEREAS the Parties are mutually desirous of entering into a collective agreement establishing the remuneration, benefits, terms and conditions of employment for academic staff members and facilitating the peaceful resolution in a fair, reasonable and responsible manner of any differences arising; and

WHEREAS representatives of the Parties have jointly recommended the following as the collective agreement and the same has been duly ratified,

NOW THEREFORE, the Parties mutually agree as follows:

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SECTION 1 DEFINITIONS

- 1.01 In this Agreement, unless the context otherwise requires:
- (a) a word used in the singular may also apply in the plural;
 - (b) "Academic year" means the period from July 1 to June 30;
 - (c) "Association" means the Academic Staff Association of the Northern Alberta Institute of Technology;
 - (d) "Association representative" means a person who is selected by the Academic Staff Association to act on behalf of those members;
 - (e) "Board" means the Board of Governors of the Northern Alberta Institute of Technology, or its designee(s);
 - (f) "class contact period" means a period of instruction not exceeding one hour (60 minutes), taking place in a classroom, a lab or a shop;
 - (g) "consultation" means the process of clearly communicating a tentative idea, allowing sufficient time for a response given the situation, and considering the response before a final decision is made;
 - (h) "designated officer" means a person who is authorized, on behalf of the Institute, to deal with grievances;
 - (i) "disciplinary action" or "discipline" includes a dismissal, suspension, demotion, withheld merit increment, or letter of reprimand. (A letter of reprimand is a letter so titled or formally identified as such, issued on the authority of the Dean, Vice-President or President);
 - (j) "dismiss" means to terminate a staff member's employment relationship with the Institute, for just cause;
 - (k) "Full time equivalent (FTE) staff member" means the equivalent of a person employed full time for a full academic year;
 - (l) "hourly rate" means the biweekly salary divided by seventy two and one half (72.5) hours;
 - (m) "increment" means the difference between one step and the next step within the pay range;
 - (n) "Institute" means the Northern Alberta Institute of Technology;
 - (o) "maximum salary" means the highest step of the pay range assigned to a classification;
 - (p) "minimum salary" means the lowest step of the pay range assigned to a classification;
 - (q) "month" means a calendar month;
 - (r) "part-time" means a staff member who is required to work less than full daily, weekly, or monthly hours;
 - (s) "pay range" means the salary steps assigned to the classifications listed in (y) below within the salary schedule;
 - (t) "President" means the Chief Executive Officer of the Northern Alberta Institute of Technology, or designated representative;
 - (u) "probationary staff member" means a person who is serving a probationary period;
 - (v) "Salary" means the sum of amounts, derived from the Annual Salary Schedule and applicable Section 55 Allowances, paid to a staff member. "Biweekly Salary" means salary divided by 26.0892;
 - (w) "salary staff member" means a staff member employed on a salary basis;

- (x) “sessional staff member” means a staff member who is employed for a definitive assignment and paid on an hourly basis;
- (y) "staff member" means a person employed by the Institute as an academic staff member pursuant to the Post-secondary Learning Act. For the term of this Agreement, staff member includes the following classifications:
 - Instructor
 - Leader I
 - Leader II
 - Librarian
 - Program Librarian
 - Divisional Librarian
 - Educational Counsellor
- (z) "step" means a single salary rate within the pay range;
- (aa) "student contact period" means one student for one class contact period;
- (bb) “substitution” shall mean the replacement of an absent instructor by another instructor on the authority of a work unit leader. The substitute should have the appropriate technical expertise to ensure instructional continuity;
- (cc) "V modifier" means payment as defined in Section 18.14;
- (dd) "work day" means any day on which a staff member is normally expected to be at the place of employment;
- (ee) "work unit" means a definable group of staff members having a common reporting relationship to a single leader or leadership team.

SECTION 2

JURISDICTION

- 2.01 This Agreement will apply to salary staff members and persons in sessional employment employed by the Institute pursuant to the Post-secondary Learning Act.
- 2.02 This Agreement will not apply to:
 - (a) management employees; or
 - (b) persons employed under special or cost shared programs such as S.T.E.P., and Federal-Provincial Programs; or
 - (c) persons working at NAIT while seconded or on exchange from other organizations; or
 - (d) staff members while employed in any of the following, except when these hours form part of the staff members’ assigned load.
 - i) Human Resources
 - ii) International Education and Applied Research and Product Development
 - iii) Athletics and Recreation
 - iv) Continuing education courses that meet any of the following parameters:
 - noncredit (not approved by Alberta Learning or FLE’s not counted)
 - short length (less than or equal to: 8 weeks or 32 hours)
 - offered during Spring/Summer semesters
 - evening offerings starting at or after 17:15
 - weekend offerings
 - third party client offerings

SECTION 3 APPLICATION

3.01 This Agreement applies to:

- (a) a salary staff member; except that Section 46, Redundancy, shall not apply if the staff member has two (2) years or less of continuous service.
- (b) Notwithstanding Section 3.01(a), the Institute shall provide a salary staff member who is being released from employment without cause with a minimum of eight (8) weeks notice, or eight (8) weeks salary in lieu of notice.

In the case of part-time salary staff members, where applicable, the provisions shall be applied on a pro-rata basis.

3.02 (a) Staff members hired for sessional employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply:

- Section 17 Paid Holidays
- Section 18 Annual Vacation Leave
- Section 19 Personal or Emergency Leave
- Section 22 Maternity and Parental Leave
- Section 23 Illness Leave
- Section 24 Staff Development Leave
- Section 28 Long Term Disability (L.T.D.)
- Section 29 Health Plan Benefits
- Section 30 Workers' Compensation Supplement
- Section 31 Dental Plan
- Section 32 Group Insurance (except that Accidental Death and Dismemberment for Institute Business Travel shall apply)
- Section 33 Pension Plan
- Section 35 Membership in Professional Association
- Section 46 Redundancy
- Section 48 Grievance Procedure (In the case of Termination or Dismissal)
- Section 55 Educational Allowances only
- Section 56 Phased-In Retirement Plan
- Section 57 Dependent Scholarship Plan

- (b) Notwithstanding Sub-section 3.02(a), a staff member hired for sessional employment shall receive eighteen and one-half percent (18.5%) of the regular hourly wage earnings in lieu of annual vacation, statutory holidays and benefits, in addition to the regular hourly wage earnings.
- (c) Sessional staff members are not subject to annual workload thresholds and are not eligible for overload payments as defined in 16.03. A sessional staff members' instructional load for a term, semester or intake would not exceed that of a salary staff member for a similar period.
- (d) The hours of work for a sessional staff member shall be established at the commencement of each assignment, in consultation with Human Resources, giving due consideration to the teaching assignment and attendant preparation/student support time, recognizing that this may vary from work unit to work unit.
- (e) In no case shall paid hours of work exceed thirty six and a quarter (36.25) hours per week or more than forty-four (44) consecutive weeks without a six (6) week break without the agreement of the Association.
- (f) The number of sessional staff members (headcount) will not be greater than ten percent (10%) of the salary staff members' headcount (full and part time). The Institute shall provide to the Association, on September 30 and January 31 of each year, a report which identifies the

assignment of each sessional staff member. If the measure is in excess of the ten percent (10%) metric, the Institute shall have 30 calendar days to take corrective action, in consultation with the Association. NAIT retirees shall not be counted in the ten percent (10%) metric.

(g) Sessional staff members shall be placed on the salary schedule in accordance with their qualifications and experience.

(h) Sessional staff members shall not be assigned leadership roles.

3.03 The Institute recognizes the value of maximal use of full-time employment.

SECTION 4

EFFECTIVE DATE AND TERM OF AGREEMENT

4.01 This Agreement shall be in full force and effect from the date of execution hereof until June 30, 2013. The date of execution shall be July 1, 2010 and this Agreement shall remain in effect thereafter until a replacement agreement is established under the Post-secondary Learning Act.

SECTION 5

CONTINUATION OF COLLECTIVE AGREEMENT

5.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the remainder of the Agreement shall remain in force.

5.02 In the event that any Sections of the Agreement are invalidated or disallowed by legislation these Sections will be re-negotiated. The Institute and the Association shall meet within thirty (30) calendar days of knowledge of a change in legislation affecting these Sections, and shall attempt to resolve any differences resulting from the change in legislation. If the differences remain unresolved within thirty (30) calendar days of their first meeting then either party may submit the differences to arbitration, as hereinafter provided.

(a) Within ten (10) work days after the notice to refer the matter to arbitration has been received, the Parties shall appoint nominees to the Arbitration Board. The nominees shall follow the provisions of 49.09 and 49.10 of this agreement in appointing a Chair of the Arbitration Board;

(b) The Parties to this Agreement shall bear in equal proportion the expenses and allowances of the Chair;

(c) Time off will be provided to those staff members who have been designated by the Academic Staff Association to represent the Association during the arbitration proceedings, pursuant to Section 12.01 (b);

(d) The Arbitration Board shall award only on items affected;

(e) The expenses of witnesses called by the Chair shall be shared on an equal basis by the parties to this Agreement;

(f) The Chair may request that the Parties submit written briefs containing details of the factors surrounding the differences when convening a hearing;

(g) Upon being appointed, the Arbitration Board shall convene a hearing as soon as possible and advise the Parties of the hearing date. At the hearing the Institute may be represented by the President or designee(s), the Association may be represented by the President of the Academic Staff Association or designee(s);

(h) The Arbitration Board shall normally submit a report on their findings and decision within thirty (30) calendar days following completion of the hearing to:

(i) the President, and

(ii) the President of the Association.

- (i) Where the Arbitrator is unable to comply with the time limit in (h) above, the Chair shall notify all Parties concerned in writing;
 - (j) The award is binding on both parties and shall be incorporated in the terms of the Collective Agreement.
- 5.03 Where a difference exists, the Agreement shall supersede the Institute's Policies, Guidelines and Procedures Manual and the Statements of Institute Practices and Positions.

SECTION 6

MANAGEMENT RECOGNITION

- 6.01 All functions, rights, powers and authority which the Board has not specifically abridged, delegated or modified by this Agreement are retained by the Board.

SECTION 7

ASSOCIATION MEMBERSHIP

- 7.01 All staff members shall be members of the Association as required by the Post-secondary Learning Act.
- 7.02 The Association shall advise the Institute, in writing, of the amount of assessment to be deducted from staff members. Any change in assessment deductions shall be communicated to the Institute at least thirty (30) calendar days prior to the effective date of the change.
- 7.03 The Institute shall deduct such assessments from the pay of all staff members and shall remit the assessments electronically to an account specified by the Association no later than the end of the following pay period. Where an adjustment is necessary it shall be effected within the next two (2) pay periods.
- 7.04 The Institute agrees to provide the Association with:
- (a) the name, address, classification number, employment status, and amount of assessment at times of assessment collection; and
 - (b) the Institute's Policies, Guidelines and Procedures Manual and the Statements of Institute Practices and Positions, or directives affecting the Association and its members.
- 7.05 The Association agrees to indemnify and save the Institute harmless against any claim or liability arising out of the application of this Section.

SECTION 8

ASSOCIATION RECOGNITION

- 8.01 No staff member shall make a written or oral agreement with the Institute which conflicts with the terms of this Agreement, nor shall the Institute ask, require, or permit any staff member to do so.

SECTION 9

CONSULTATION

- 9.01 Changes to the organization or delivery elements of educational programs shall involve consultation with affected staff. The affected staffs have the right to involve the Association in any consultation that occurs.
- 9.02 The Association (President, Labour Relations Officer or designate) shall be consulted on proposed changes initiated by the Institute on the following:
- (a) organizational changes affecting the staffing levels within a work unit;
 - (b) rates of pay, bonuses or incentive plans for staff members;
 - (c) workload review as in 16.09;
 - (d) new classification as in 41.01;

- (e) recruitment as in 44.02;
- (f) acting incumbency as in 45.06;
- (g) redundancy as in 46.15;
- (h) extension of probation as in 43.01(a);
- (i) corrective action to adjust the number of sessional/salary staff members as in 3.02 (f);
- (j) determination of program overload thresholds for new programs.

SECTION 10

INSTITUTE - ASSOCIATION RELATIONS

- 10.01 The Institute shall provide the Association with an appropriate office and the use of the internal postal service, without charge.
- 10.02 Meeting rooms on any campus may be booked through the normal booking procedures for Association business, and shall be available without charge.
- 10.03 Where available, telephone, duplicating, computing, reserved parking, audiovisual, and other such services shall be provided to the Association at cost.
- 10.04 The Institute agrees to provide bulletin board facilities throughout the Institute for the use of the Association. The Association agrees to indemnify and save the Institute harmless against any claim or liability arising out of the application of this subsection.
- 10.05 The Institute and Association shall cooperate in preparing and printing this Agreement. The cost of production shall be shared equally.
- 10.06 The parties agree that there shall be no discrimination or coercion exercised or practiced for reason of membership or legitimate activity in the Association.

SECTION 11

RECOGNITION OF REPRESENTATIVES

- 11.01 Duly authorized representatives of the Association shall be permitted to transact official business of the Association with members, or official representatives of the Institute, on Institute property, provided such business shall not interfere with or interrupt normal Institute operations.
- 11.02 The Association shall determine the number of persons to be recognized as authorized representatives of staff members. The Association shall notify the Institute in writing of the names of the authorized representatives and of any changes in the persons thereafter. The number of authorized representatives will be a reasonable number in comparison to the number of staff members the Association represents.

SECTION 12

TIME OFF FOR ASSOCIATION BUSINESS

- 12.01 Subject to 12.03, the Institute will provide full or partial workload reductions totalling not more than two (2) instructor-years and make appropriate scheduling accommodations so that staff members designated by the Association may conduct Association business in roles such as the following:
 - (a) table officer (President or Vice-President) of the Association;
 - (b) member or chair of the NASA negotiating team;
 - (c) such other roles as may be mutually agreed.

For time off under this subsection, the Association shall reimburse the Institute for the corresponding portion of the staff member's salary, benefits, and vacation leave. Workload adjustments under this subsection will normally be for integral multiples of one (1) semester or one (1) apprenticeship intake.

- 12.02 Subject to 12.03, the Institute will make appropriate scheduling accommodations so that staff members designated by the Association may conduct Association business in roles such as the following:
- (a) member of the Joint Worksite Health and Safety Committee;
 - (b) member of Academic Council;
 - (c) member of a standing Association committee;
 - (d) representative of a staff member as provided in section 48.
- 12.03 Such time off will be approved and scheduling accommodations will be made provided that the staff member gives appropriate notice of the intended absence, and that instructional activities not be unduly disrupted.
- 12.04 The President of the Academic Staff Association shall advise the President of the Institute, in writing, of the names of those specific staff members who represent the Association for the purpose specified in Sub-section 12.01.

SECTION 13 RESIGNATION

- 13.01 A staff member is required to provide the Dean with eight (8) weeks prior written notice of resignation if the staff member wishes to resign in good standing. For each calendar week or fraction thereof that the written notice falls short of eight (8) weeks, the staff member shall be required to forfeit .075 of the staff member's biweekly salary rate.
- 13.02 A staff member may request to withdraw their resignation under extraordinary circumstances. The Association recognizes that the decision to rescind the resignation rests with the Institute.

SECTION 14 ATTENDANCE

- 14.01 A staff member who is absent from duty without prior authorization shall communicate daily the reason for the absence to the work unit leader at the place of work as soon as reasonably possible, but normally within one (1) hour of normal starting time.
- 14.02 A staff member on authorized leave of absence and/or illness for an indeterminate period shall notify the work unit leader at the place of work of the staff member's intention to return to work.
- 14.03 A staff member on leave for twenty (20) working days or more shall give the appropriate work unit leader at least five (5) work days' notice prior to the desired date of return.
- 14.04 Time limits, pursuant to Sub-section 14.01, 14.02, and 14.03, shall be waived when it can be established that the staff member, for reasons acceptable to the Institute, was unable to contact the appropriate work unit leader or manager within the time limits specified.
- 14.05 A staff member who is absent from employment and who has not obtained the approval of the work unit leader shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned employment and will be deemed to have resigned, unless it is subsequently shown by the staff member that circumstances beyond control prevented the staff member from reporting to the place of work or prevented the staff member from contacting the employer.

SECTION 15 WORK SCHEDULE

- 15.01 Workload for staff members shall not normally be assigned outside the hours of 7:15 a.m. and 6:15 p.m., Monday to Friday. A staff member's participation outside these prescribed hours shall be voluntary.
- 15.02 To revert to the normal schedule, pursuant to 15.01:
- (a) an Educational Counsellor or a Librarian, Program or Divisional Librarian shall give at least one (1) weeks' notice;

- (b) an Instructor, Leader I, or Leader II shall give at least four (4) weeks' notice, and revert to the normal schedule at the completion of the course(s).
- 15.03 Staff members in Athletics and Recreation and Hospitality Evening Dining are not governed by 15.01.
- 15.04 Where the Institute determines that professional services should be offered outside normal hours, the Leader responsible shall approach the staff members within the work unit to attempt to obtain volunteers. If insufficient suitably qualified staff members volunteer to work outside normal hours, the Institute may hire one or more new staff members to provide service during the required hours, and may, notwithstanding 15.01, make participation outside normal hours a condition of employment for those staff members.
- 15.05 A staff member's normal hours of work shall not exceed seven and one quarter (7 1/4) hours per day.

SECTION 16 WORKLOADS

16.01 Assignments

Instructor Assignment

The professional responsibility of an instructor includes:

- Instructional related duties including those described in 16.02,
- Course/Program Development Duties,
- Student Support Duties, and
- Instructional Support Duties.

Chair & Associate Chair Assignment

The professional responsibilities of Chairs & Associate Chairs include:

- Educational leadership,
- Instructor role as defined in 16.01, and
- Administrative leadership and administrative support functions.

Academic & Research Leadership Assignment

The professional responsibilities of an Academic & Research Leader may include:

- Development and supervision of research budgets,
- Control and direction research projects,
- Review and evaluation of research projects,
- Leadership in the development and application of research methodology, and
- Leadership of research advisory committees.

16.02 Workload

- (a) A workload assignment shall be established as early in each academic year as possible. The parties to this agreement recognize the need to establish CCP's and other assigned activity as outlined in the "Blueprint for Workload" document. The workload assignment will be completed through discussion with the member's work unit leader and all completed workload assignments will be retained by the work unit leader. Copies of the workload assignment may also be maintained in the Dean or Director's office.
- (b) Recognition of unusual levels of Student Contact Periods shall be made in the form of a Student Contact Period factor (SCPF).

$$\text{SCPF} = 12 \times (\text{SCP}/1000 - 17\text{m})$$

Subject to a maximum SCPF of 120

where “m” is a proportionate loading factor whose value reflects the specific circumstances for Chairs and Associate Chairs or other special circumstances. Typically, for Instructors, m = 1.

- (c) "Total Assigned Workload" for an academic year is the sum of the assigned CCP's (including hours of assigned substitution) and other activity assigned.

- 16.03 A staff member whose Total CCPs as defined in 16.02, exceeds the staff member's Overload Threshold figure shall receive payment for such excess in accordance with the following.

$$\text{Overload Payment} = \frac{(\text{Total Assigned Load} - \text{Overload Threshold}) \times \text{Salary}}{650}$$

- 16.04 For the duration of this agreement, Overload Threshold figures for work units shall be maintained at their current levels, unless altered by mutual agreement. The Institute shall on the date of execution supply the Association a comprehensive list of program Overload Threshold levels as they exist on June 30, 2010, and as changes are made from time to time under this subsection.

- 16.05 A staff member whose teaching assignment includes programs with different Overload Thresholds shall have the Overload Threshold prorated.

- 16.06 Where a salary staff member is absent on approved leave for five (5) consecutive work days or less, the class contact periods assigned to the staff member during the period of the absence shall be credited toward the Assigned Workload.

- 16.07 Where a salary staff member is absent on approved leave (excluding vacation leave) for more than five (5) consecutive work days, the class contact periods assigned to the staff member during the period of the absence shall not be credited toward the staff member's Assigned Workload, however the Overload Threshold shall be reduced by the lesser of:

- (a) the actual number of class contact periods missed, or
- (b) the proportion of the Overload Threshold represented by the number of weeks missed divided by forty (40) weeks multiplied by the proportionate loading factor m.

- 16.08 A staff member assigned class contact periods for any NAIT campus, another organization, college, or institution shall have those periods counted as part of the regular load.

16.09 Workload Review

- (a) If a staff member desires a review of the staff member's workload assignment, that staff member may, within five (5) working days of notification of the assignment, request a meeting with the work unit leader to discuss the issue. If it is not resolved to mutual satisfaction, the staff member may within a further five (5) working days bring the issue to the attention of the Dean who shall consult with two (2) staff members named by the Association and render a written decision within five (5) working days.
- (b) A staff member may request further review of this workload by the Associate Vice-President Academic within five (5) working days of the Dean's decision.

16.10 Workload Review Committee

A workload review committee consisting of the Provost and Vice-President Academic and the President of the Association shall investigate any alleged or suspected workload inequities reported by Academic Staff and/or Administration personnel. Within ten (10) working days, the committee shall study relevant documents and conduct interviews as necessary; review the assigned workload for reasoned equity across work unit, School and Institute; and report to the Institute and the Association.

SECTION 17
PAID HOLIDAYS

17.01 Staff members are entitled to one day's paid leave for each of the following holidays:

Civic Holiday (1 day/year)	Family Day
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	

Staff members shall be relieved of institute duties, without loss of salary, on November 11th.

17.02 Staff members shall be entitled to two days' paid leave as Reading Days, which shall be designated as the consecutive Tuesday and Wednesday of the week in February in which Family Day occurs.

If, due to operational requirements, a staff member is required to work on either or both of the days designated as Reading Days, alternate lieu day(s) during the academic year will be granted at a time mutually agreed between the staff member and the work unit leader.

17.03 When a day designated as a holiday under Sub-section 17.01 falls during a staff member's work week, and the staff member is not required to work, the staff member shall be granted holiday leave on that day.

17.04 When a day designated as a holiday under Sub-section 17.01 falls on a staff member's regularly scheduled day of rest, and the staff member is not required to work, the staff member shall be granted holiday leave on the day observed as the holiday.

17.05 Where a staff member is required to work on the day observed as the holiday, the staff member shall receive equivalent time off in lieu on a straight time basis, in addition to salary.

17.06 Time off in lieu granted under Sub-section 17.05 shall be scheduled at a time mutually agreeable to the staff member and Institute within the next three (3) months. Once scheduled, the alternate time off shall not be rescheduled except by mutual agreement of the staff member and the Institute.

17.07 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

17.08 Authorized travel on Institute business on a paid holiday shall be considered working hours and the staff member shall be compensated in accordance with Sub-section 17.05.

17.09 When a day designated as a holiday under Sub-section 17.01 or 17.02 falls during a period of leave, the salary applicable to the holiday shall be the same as that for the remainder of the leave period.

17.10 Subject to operational requirements, staff members shall be granted a period of at least eleven (11) consecutive calendar days including December 24th and January 1st as Christmas Leave without loss of salary. Staff members required to work on those days shall be paid, in addition to their salary, salary at straight time rates for all hours so worked.

SECTION 18
ANNUAL VACATION LEAVE

GENERAL

18.01 Leave may be approved by the Dean or designate. Subject to Section 18.02, the Institute may schedule or the staff member may request periods of vacation leave.

18.02 The Institute shall, subject to its operational requirements, grant a staff member, upon request, at least one-half (1/2) of the annual vacation entitlement in one continuous period during the summer months.

18.03 Once vacations are authorized they shall not be changed, other than in cases of emergency, except by mutual agreement.

18.04 Upon termination or mutual consent a staff member shall be paid cash in lieu of vacation earned but not taken at the rate of biweekly salary divided by 10 for each day so earned.

- 18.05 Where a staff member is allowed to take any leave of absence, other than illness leave, in conjunction with a period of vacation leave, the vacation leave shall be taken in one block and shall precede the additional leave of absence, except as follows:
- (a) Maternity, parental or compassionate leave may be authorized before or after vacation leave
 - (b) Where operational considerations so dictate, the Dean may authorize vacation leave following a period of staff development leave.
- 18.06 If a staff member is required by the Institute to take an in-service training course during the staff member's vacation period, the staff member shall, in addition to vacation pay, receive an amount equal to one day's pay for each day of vacation used for attendance at the course. One day's pay is equal to biweekly salary divided by 10.
- 18.07 When a day designated as a paid or unpaid holiday under Section 17 falls within a period of vacation leave, it shall be counted as the holiday and not as a day of vacation.
- 18.08 Although staff members earn vacation leave credit during staff development leave, the extent of any period of long term staff development leave may be established so as to include all or part of the staff member's vacation leave.
- 18.09 A staff member shall not earn vacation leave entitlement for any period of Leave Without Pay, Funded Leave of Absence release time, or receipt of LTDI benefits because of total disability, nor vacation leave from which a staff member chooses not to return to work.

INSTRUCTOR AND COUNSELLOR SERIES

- 18.10 Subject to 18.11, staff members earn vacation leave credit in the amount of 1.7249 days for each pay period of service in direct proportion to the time worked.
- 18.11 Vacation leave may be allowed to accumulate for use at any time in accordance with the general provisions of this section, to a limit of fifty (50) days. If a staff member has fifty (50) days of vacation leave credit, the staff member shall cease to accrue vacation leave credit unless the Dean has authorized additional accrual because of exceptional circumstances.

LIBRARIAN SERIES

- 18.12 Subject to 18.09 and 18.13, a staff member who is in the Librarian series shall, for each pay period of service, earn the following amount of vacation leave in direct proportion to the time worked:
- (a) 0.9583 days if the staff member has less than five (5) years of service; or
 - (b) 1.1499 days, if the staff member has five (5) but less than ten (10) years of service; or
 - (c) 1.3416 days, if the staff member has ten (10) or more years of service.
- The amount of service shall be determined as of the first day of each pay period.
- 18.13 Vacation leave earned under 18.12 may be allowed to accumulate for use at any time in accordance with the general provisions of this section, to a limit of forty (40) days. If a staff member has forty (40) days of vacation leave credit, earned under 18.12, the staff member shall cease to accrue vacation leave credit unless the Dean has authorized additional accrual because of exceptional circumstances.

"V" MODIFIER

- 18.14 Based on operational considerations a Dean may request that the annual vacation of a staff member in the Instructor or Counsellor series be less than that provided by 18.10 above. Such determination shall be by mutual consent and normally for a period of twenty-six (26) pay periods or a multiple thereof. During this period, the staff member shall be paid an additional amount each pay period in accordance with the schedule below:

<u>Reduction In Vacation Time</u>	<u>"V" Modifier</u>
Five (5) days	2.5% of salary excluding Educational Allowance
Ten (10) days	5.0% of salary excluding Educational Allowance
Fifteen (15) days	7.5% of salary excluding Educational Allowance
Twenty (20) days	10.0% of salary excluding Educational Allowance

SECTION 19
EMERGENCY LEAVE

- 19.01 If emergency or uncontrollable circumstances prevent a staff member from reporting to work, leave without loss of salary or benefits shall be granted subject to the following:
- (a) Leave shall be limited to the time required to attend to the circumstances.
 - (b) The staff member shall notify the work unit leader in accordance with 14.01.
 - (c) Any absence under this section shall not be extended beyond five (5) consecutive work days without the Dean's prior approval.
 - (d) Leave under this section shall be limited to ten (10) work days per calendar year.
- 19.02 Normal absence reporting procedures apply as per Section 14.

SECTION 20
COURT LEAVE

- 20.01 The Institute shall grant leave of absence without loss of salary and benefits to a staff member who serves as a juror, or is summoned or subpoenaed as a witness in any court, except for proceedings to which the staff member is a party.
- 20.02 Time spent by a staff member when summoned or subpoenaed as a witness in any matter arising out of the staff member's employment shall be considered as time worked at the appropriate salary and during such time the staff member shall receive travel and subsistence.

SECTION 21
LEAVE WITHOUT PAY

- 21.01 Where operational requirements permit and with the approval of the Institute, leave without pay may be granted to a staff member for a variety of reasons, including but not limited to: participating in public affairs (federal, provincial or municipal); caring for a gravely ill family member or gaining required industrial experience. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.
- 21.02 The Institute recognizes the right of a staff member to participate in public affairs. A staff member who accepts nomination for federal, provincial, or municipal office shall notify the Dean forthwith and shall be granted leave without pay from the date of the nomination or the date of issue of the election writ (whichever is later) until the election results are official. A staff member may request that the President waive all or part of this leave requirement. Such request shall not be unreasonably denied.
- 21.03 A staff member elected to federal or provincial office shall notify the Dean forthwith and shall either:
- (a) resign, or
 - (b) accept leave without pay for the duration of the term of office.
- A staff member who has held federal or provincial office for three (3) years or more and who is re-elected to federal or provincial office shall forthwith resign.
- 21.04 A staff member elected to municipal office shall notify the Dean forthwith and may, at the discretion of the President, be required to accept:
- (a) leave without pay for the duration of the term of office, or
 - (b) occasional leave without pay to avoid conflicting responsibilities, or
 - (c) a reduced workload with a corresponding reduction in salary.
- 21.05 A staff member may request compassionate leave under the Employment Insurance Compassionate Care benefits program. A staff member who has been granted such leave may apply for a continuation of the leave if required.

- 21.06 A staff member who proceeds on leave without pay in accordance with this section shall, on completion of the leave without pay, be returned to the staff member's former assignment or be appointed to a comparable assignment.
- 21.07 Staff members on leave without pay may continue their participation in benefit plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.

SECTION 22

MATERNITY AND PARENTAL LEAVE

MATERNITY LEAVE

- 22.01 A pregnant staff member is entitled to maternity leave without pay provided:
- (a) the staff member gives at least eight (8) weeks written notice of the date of the proposed leave, and
 - (b) the period of maternity leave does not exceed fifteen (15) weeks, and
 - (c) the staff member has completed fifty-two (52) weeks of continuous service with the Institute at the time the leave commences.
- 22.02 The maternity leave shall commence on the earlier of
- (a) The date specified by the staff member, or
 - (b) The date of birth of the child.
- 22.03 A staff member who has completed fifty-two (52) weeks of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of the resignation shall be considered to have been on leave without pay. All previous salaried service with the Institute shall be recognized when calculating the rate at which vacation leave credits are accrued.

PARENTAL LEAVE

- 22.04 Subject to 22.05 and 22.06, the Institute shall grant parental leave to a staff member as follows:
- (a) in the case of a staff member who is entitled to maternity leave under 22.01, a period of not more than thirty-seven (37) consecutive weeks immediately after the last day of the maternity leave;
 - (b) in the case of a parent who has been employed by the institute for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
 - (c) in the case of an adoptive parent who has been employed by the institute for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child//. is placed with the adoptive parent for the purpose of adoption.
- 22.05 A staff member shall give at least eight (8) weeks written notice of the date the parental leave will start.
- 22.06 If the Institute employs both parents of one child, the thirty-seven (37) weeks of parental leave may be taken wholly by one of them or may be shared by them. The Institute is not required to, but may at its discretion, grant parental leave to both parents at the same time.

RETURN TO WORK

- 22.07 A staff member granted maternity leave or parental leave shall be returned to the assignment occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the same step and benefits that had accrued to the staff member when the leave started.
- 22.08 A staff member shall give at least four (4) weeks written notice of the date on which that staff member intends to return to work, and in any event at least four (4) weeks before the earlier of
- (a) the end of the leave period to which the staff member is entitled, or
 - (b) the date that the staff member has specified as the end of the leave period.

- 22.09 A staff member is not entitled to resume working until the date specified in the written notice described in subsection 22.08.
- 22.10 A staff member shall return to work on the date specified in the written notice given under 22.08. A staff member who fails to return to work on that date is not entitled to return to work subsequently.
- 22.11 A staff member who fails to provide written notice as required under 22.08 is not entitled to resume work.

GENERAL

- 22.12 On request by the work unit leader or Dean, a pregnant staff member shall provide the Institute with a medical certificate certifying the pregnancy and giving the estimated date of delivery.
- 22.13 A staff member who does not wish to resume employment after maternity or parental leave shall give the Institute at least four (4) weeks written notice of intention to terminate employment.
- 22.14 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this section, the staff member shall so notify the work unit leader or Dean at the earliest opportunity.
- 22.15 A staff member may apply for, and the Institute may approve, parental leave in excess of thirty-seven (37) weeks to facilitate return to work at a mutually-convenient stage of the work cycle.
- 22.16 Staff members on leave pursuant to this section may continue their participation in benefit plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.

SECTION 23

ILLNESS LEAVE

CASUAL ILLNESS

- 23.01 "Casual illness" means a health related absence which causes a staff member to be absent from duty for a period of three (3) consecutive work days or less.
- 23.02 A staff member in the first and in each subsequent calendar year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day of casual illness leave used within a calendar year shall be deducted from the balance of the staff member's casual illness leave entitlement for that calendar year.
- 23.03 If a staff member is ill at work or requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided prior authorization has been given and the staff member works one hour in a half day of absence for those purposes, such absence shall not be charged against casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which illness occurred or an appointment attended. The Institute may require the staff member to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend these appointments.

GENERAL ILLNESS

- 23.04 "General illness" normally means a health related absence which causes a staff member to be absent from duty for a period of more than three (3) consecutive work days.
- 23.05 At the commencement of a staff member's employment and at the beginning of each subsequent calendar year (subject to 23.06), a salaried staff member shall be granted general illness leave credit for the year based on the staff member's length of service in accordance with the following schedule.

Completed calendar years of service	General illness leave at full salary	General illness leave at 70% salary
0 year	*	70 days
1 year	15 days	65 days
2 years	25 days	55 days
3 years	35 days	45 days
4 years	45 days	35 days
5 years	60 days	20 days

- * During the first month of employment, the first ten (10) days of general illness leave shall be without pay. After completion of one month's salaried service, a staff member shall have ten (10) days' credit at full salary.
- 23.06 Casual illness entitlements earned but not taken by a staff member during the two previous calendar years may be utilized in lieu of up to twenty (20) days of general illness which would otherwise be taken at seventy percent (70%) salary according to the schedule above.
- 23.07 A staff member who is on general illness leave or Long Term Disability leave at the beginning of a calendar year shall be granted general illness leave credits in accordance with Sub-section 23.05 on the staff member's return to full normal duties. If however, the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the staff member's return to full normal duties this credit will be removed and the illness leave will be considered a continuation of the original general illness leave. This Sub-section will be re-applied on any subsequent return to full normal duties.
- 23.08 Unless entitled to benefits under Sub-section 23.07, a staff member who returns from a period of general illness leave shall have added to general illness leave credits, sufficient days at seventy percent (70%) of normal salary to restore the combined fully-paid and partly-paid general illness leave entitlement to eighty (80) days. This additional entitlement shall not be granted if the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the date of return to full normal duties.
- 23.09 When a day designated as a Paid Holiday under Section 17 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall a staff member receive an additional entitlement in respect of that day.
- 23.10 For the purpose of this Section, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. A staff member whose illness or disability extends beyond that period may make application for benefit under the Long Term Disability Plan.

ADMINISTRATION

- 23.11 A staff member is not eligible to receive illness leave benefits under this Section if:
 - (a) the absence is due to an injury while in the employ of any other employer, that qualifies for Workers Compensation benefits, nor is the staff member eligible for any illness leave benefits for any subsequent absence caused by that injury, or
 - (b) the absence is due to an intentional self-inflicted injury.
- 23.12 (a) The staff member shall provide a medical certificate from a physician for any absence due to general illness. The medical certificate will indicate: the expected duration of the illness or injury; the individual is under a physician's care; and, the illness or injury prevents the individual from performing full normal or modified duties.
 - (b) For prolonged absences greater than ten (10) days, the Institute may require the staff member to have a physician submit medical evidence on the Institute's form indicating that the staff member is disabled from full or modified duties. Expenses for the completion of this form will be paid by the Institute to limits established by the Institute.
- 23.13 When a staff member has been on illness leave and wishes to return to work, the Institute may require the provision of medical evidence from the staff member's physician confirming fitness to perform full, normal duties or restricted or modified duties (hours of work or job tasks).
- 23.14 (a) The Institute may require that a staff member undergo a medical examination by a physician selected by NAIT:
 - (i) in the case of prolonged or frequent absence due to illness, or
 - (ii) when it is considered that the staff member is unable to satisfactorily perform full normal duties or restricted or modified duties (hours of work or job tasks) due to disability or illness.
 - (b) The staff member shall be entitled to have the staff member's personal physician or other physician of the staff member's choice provide relevant documentation to the physician appointed by the Institute, when undergoing a medical examination. With the consent of the staff member a

copy of the report of the physician conducting the medical examination shall be sent to the staff member's physician by the Institute.

- (c) Should the opinions of the treating physician and the physician selected by NAIT differ regarding the status of the staff members' health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by NAIT and the Association. Expenses of this physician shall be paid by the Institute.
- 23.15 Where a staff member has been medically examined by a physician and is also applying for L.T.D. benefits, a copy of the report of the physician who conducted the medical examination shall be considered as part of the staff member's application.
- 23.16 The parties agree that casual and general illness benefits as provided in this Section are intended only for the purpose of protecting a staff member from loss of income when the staff member is ill.
- 23.17 If a staff member is injured and becomes entitled to the salary and benefits payable by the Institute under its policies, guidelines and procedures including this collective agreement and if the injured staff member is entitled to bring action against some person for such injury, the Institute is subrogated to all rights of the injured staff member in respect of such salary and benefits paid. The injured staff member shall reimburse the Institute for such salary and benefits, to the extent that they are recovered from some other person.
- The Institute may bring action to recover such salary and benefits in the name of the injured staff member and may, at any time, settle such claim or action for any amount that the Institute sees fit.
- 23.18 Both parties to this agreement recognize the value of return to work programs for staff members during periods of General Illness, WCB and/or Long Term Disability. Staff members participating in planned, documented return to work programs remain eligible for General Illness, WCB and/or Long Term Disability benefits. Return to work programs must be developed in conjunction with the staff member, the staff member's physician, the work unit leader, the Association, Health Services and the HR consultant.

SECTION 24

PROFESSIONAL DEVELOPMENT

24.01 Definitions

- (a) Professional Development shall be defined as an opportunity, with or without pay, for a staff member to maintain or develop knowledge, skills and competencies relative to the achievement of Institute objectives.
- (b) Long-term professional development shall be defined as a leave requiring a staff member to be absent from normal duties for a period of twenty one (21) or more full working days en bloc.
- (c) Learning Assignment shall be defined as a leave for a period of less than twenty one (21) working days to participate in:
 - (i) courses or programs offered by government agencies, educational institutions, private or public agencies, industry or business that may assist a staff member in the performance of the staff member's duties; and
 - (ii) conferences, seminars or workshops.
- (d) Educational Material shall be defined as subscriptions to professional journals, educational software, reference materials, or textbooks.

24.02 Responsibility

- (a) Maintenance and development of job-related knowledge and skills is a responsibility shared by individual staff members and the Institute.
- (b) A staff member shall have an Employee Professional Development Account which at July 1st of each year the employer will contribute \$800.00 (prorated for part-time employees) to be used for Learning Assignments or Educational Material expenses. Utilization of these funds is dependent on prior discussion with and approval of the Work Unit Leader to ensure relevance to the needs of the staff member and NAIT.

- i. Expenses for Learning Assignments may include tuition and instructional fees, registration fees, travel and subsistence costs.
 - ii. Expenses for Educational materials shall be as defined in 24.01(d).
- (c) During the current academic year, the Institute shall make budgetary provision for expenditure in the next academic year; on the following:
 - i) experience leaves, secondments and exchanges,
 - ii) salary and benefits for staff members on professional development leave and learning assignments,
 - iii) salary and benefits for staff members participating as trainees in In-Service training,
 - iv) salary and benefits for staff members granted time off to permit attendance at courses,
 - v) operation of the staff training and development unit.

24.03 Educational Leave

The Institute is committed to supporting requests for professional development leaves as determined by Institute objectives.

- (a) Staff members granted educational leave shall enter into an individual written agreement with the Institute regarding salary and the maintenance of benefits during the period of leave.
- (b) Unless otherwise agreed between the applicant and NAIT, financial support for educational leave shall be:

- 4 years NAIT service, 65% of salary
- 5 years NAIT service, 70% of salary
- 6 years NAIT service, 75% of salary
- 7 years NAIT service, 80% of salary
- 8 or more years NAIT service, 85% of salary

If a staff member has less than four (4) years NAIT service, cost sharing of salary and benefits is negotiable.

- (c) Staff members granted educational leave in excess of twenty-one (21) working days shall serve the Institute for a period immediately following their return. Such return service commitment shall be calculated on the basis of two (2) times the length of leave multiplied by the percentage of salary maintained during such leave.
- (d) A staff member not returning to the Institute following educational leave must repay to the Institute all monies paid by the Institute in support of the leave. Repayment shall be made immediately upon the staff member's termination of employment.

24.04 Learning Assignments

Any staff member is eligible for a learning assignment. Applications shall be forwarded through the staff member's work unit leader to the Dean. Approval of the Institute is required before a staff member may proceed on a learning assignment.

24.05 Experience Leaves

- (a) An Experience Leave shall be for the purpose of gaining current technical or professional experience by means of employment or consulting activity.
- (b) An Experience Leave may be combined with an Educational Leave subject to the conditions of both Leaves.

24.06 Applied Research Leaves

A staff member may apply for leave to undertake industry-sponsored applied research at the Institute, at another educational establishment, or with an industrial organization.

24.07 Secondments

- (a) A Secondment Leave shall enable a staff member to teach or to provide services at another institution, Agency, or in industry.
- (b) A staff member on secondment shall normally be paid by the Institute. The staff member's salary and benefits shall be maintained.

24.08 Exchange Leaves

An exchange leave shall enable a staff member to teach or to provide service to another institution, Agency or industry while an employee of that institution, Agency or industry assumes the staff member's responsibilities at the Institute. Each institution shall normally reimburse its own staff member, at the staff member's salary and continue all benefits while the staff member's terms of reference must be by mutual agreement with the exchange institution.

24.09 Return From Leave

After any leave of absence, a staff member shall return to at least the same or equivalent assignment and shall be entitled to at least the salary schedule placement which the staff member held at the commencement of the leave.

24.10 Staff members on financially assisted Professional Development shall receive:

- (a) full benefits according to this Agreement, and
- (b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

24.11 Staff members on leave without pay may continue their participation in benefit plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.

SECTION 25

FUNDED LEAVE OF ABSENCE PLANS

25.01 The Parties agree to the continuance of the Funded Leave of Absence Plans.

25.02 The eligibility of a staff member to participate in the Plan is subject to Section 3 and the terms and conditions contained in the Plans.

25.03 Amendments to the Plans that affect a staff member's eligibility or compensation levels shall be approved by the Association prior to their implementation.

25.04 An eligible staff member who wishes to participate in the Plans shall apply in writing to the work unit leader.

25.05 After a Funded Leave of Absence, a staff member shall return to at least the same or equivalent assignment and shall be entitled to at least the salary range placement which the staff member held at the commencement of the leave.

25.06 Staff members on Funded Leave of Absence shall receive:

- (a) full benefits according to this Agreement, and
- (b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

25.07 Following is a listing of the Plans available to staff:

- Four-for-Five Leave Plan (18% contribution for 4 years and 82% in release year or a return of contributions and interest, whichever is the greater).
- Two-for-Six Month Leave Plan (18% contribution for 2 years and 82% in 6 month release or a return of contributions and interest, whichever is greater).
- Employee Funding Leave Plan (salary deferral whereby the employee makes biweekly contributions, not to exceed 1/3 of gross salary, for withdrawal in biweekly installments during the period of leave).

SECTION 26

LEAVE ON ELECTION DAYS

- 26.01 The Institute shall ensure that any staff member eligible to vote on a National, Provincial or Municipal election, or a plebiscite or referendum, shall have the necessary time off in which to vote, in accordance with the appropriate Act.

SECTION 27

BENEFITS ADMINISTRATION

- 27.01 The Institute shall share with the Association benefit plan performance reports as they are supplied by the providers.
- 27.02 The Institute shall provide the Association with written notice of any changes in premiums or benefits of any of the group plans proposed by the carriers or administrators of the Plans.
- 27.03 The Institute shall not on its own initiative alter staff member entitlements under any group benefits plan without the written agreement of the Association.
- 27.04 For the purpose of group benefits plan outlined under 27.05, a dependent is:
- (a) a spouse,
 - i) either the person to whom the Employee is legally married, or
 - ii) a partner who has cohabited with the Employee for a continuous period, up to the date of this coverage, of not less than twelve (12) consecutive months and who has been publicly represented as the Employee's spouse and who is not a blood relative of the Employee, or
 - iii) a partner who has cohabited with the Employee for a continuous period of less than 12 months and there is a child or the relationship either by birth or adoption.
 - (b) an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:
 - i) under 21 years of age, or
 - ii) 21 or over but less than 25 and is a registered student in full-time attendance in the public School system or at a University or similar institute of learning, or
 - iii) of any age and incapable of self-sustaining employment by reason of mental disability or physical handicap, and in all cases is wholly or substantially dependent on the participant for financial support and maintenance.
- 27.05 "Group Benefits Plan", for the purposes of this Section, means the Long Term Disability Insurance Plan, the NAIT Extended Medical Benefits Plan, NAIT Dental Plan, and the Group Insurance Plans specified in Section 32.

SECTION 28

LONG TERM DISABILITY (L.T.D.)

- 28.01 The Parties agree to the continuance of the Long Term Disability Insurance Plan.
- 28.02 The eligibility of a staff member to participate in the L.T.D. Plan is subject to Section 3 and the terms and conditions contained in the Plan.
- 28.03 The Institute shall pay the costs of the Plan.
- 28.04 The benefits provided by the Plan shall not be altered except by written agreement between the Parties hereto.
- 28.05 A staff member who receives L.T.D. benefits and who, at the commencement of absence due to disability or illness, is participating in NAIT's benefit plans (Extended Health, Dental and Group Life Insurances), shall, unless the staff member otherwise elects, continue to be covered under these Plans throughout the total period the staff member is receiving L.T.D. benefits and the premium contributions, if applicable, shall continue. The Institute shall ensure that the staff member's contributions to the Local Authorities

Pension Plan will be paid by the Institute during the period that the staff member is receiving L.T.D. benefits, less any member's contributions generated by rehabilitative employment.

SECTION 29

HEALTH PLAN BENEFITS

- 29.01 A staff member on approved Institute business outside of Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the NAIT Extended Medical Benefits Plan.
- 29.02 Subject to Section 3, the Institute shall pay the premium costs of the NAIT Extended Medical Benefits Plan, or a comparable plan, for participating staff members.

SECTION 30

WORKERS' COMPENSATION SUPPLEMENT

- 30.01 If a staff member sustains an injury while on duty for the Institute which causes the staff member to be absent from work, and as a result is eligible to receive Workers' Compensation, the staff member shall be paid salary during the period the staff member is required to remain off work up to eighty (80) consecutive work days. Any payments made by the Workers' Compensation Board in respect of loss of salary during this period shall be paid or assigned to the Institute.
- 30.02 If the staff member has not returned to work due to injury before the eighty (80) day period has expired, the staff member shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the staff member might be entitled under the provisions of the Long Term Disability Plan.
- 30.03 The eligibility period specified in 30.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury unless the staff member has not used the total eligibility period in which case the unexpired period of eligibility may be applied.
- 30.04 When a day designated as a paid holiday under Section 17 and Section 18 falls within a period of time a staff member is eligible to receive Workers' Compensation supplement, it shall be counted as a day of Workers' Compensation supplement, and under no circumstances shall the staff member receive any additional entitlement in respect of that day.
- 30.05 A staff member who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of salary for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Sub-section 30.01.
- 30.06 The parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a staff member from loss of income while the staff member is unable to work because of injury.

SECTION 31

DENTAL PLAN

- 31.01 Staff members and their dependents shall be eligible for coverage under the NAIT Dental Plan as provided in the Plan document. The NAIT Dental Plan shall be fully funded and operated by the Institute.

SECTION 32

GROUP INSURANCE

32.01 The eligibility for entitlements to benefits under these plans will be governed by Section 3 of this Agreement and the plan document which contains all governing terms of the plans. A summary of these plans is as follows:

Benefit	Plan Content	Staff Member Costs	Participation
Basic Group Life	(a) first \$25,000	No Cost	Basic Coverage
	(b) remainder of 1x or 2.5x salary to max. of \$500,000	100%, group rate	
Accidental Death & Dismemberment (AD&D)	Coverage equal to the staff member's amount of Basic Life Insurance	No Cost	Automatic
Travel Accident	Covers staff members while traveling on business to maximum of 4x salary to max of \$100,000	No Cost	Automatic
Dependent Life	Units of \$5,000 for spouse, \$2,000 for each child to a max. of five units	100%	Optional
Optional Life Insurance	Max of \$250,000 (in units of \$10,000)	100%	

SECTION 33

PENSION PLAN

33.01 All salary staff members working on a full time basis shall participate in the Local Authorities Pension Plan (LAPP). All other eligible staff members may participate in the plan.

SECTION 34

EMPLOYMENT INSURANCE PREMIUM REDUCTION REBATE

34.01 The Institute shall retain the full amount of any premium reduction or rebate allowable on unemployment insurance by the Human Resources & Skills Development Canada (HRSDC) which is granted as a result of the General Illness benefits covering staff members to which this Agreement applies.

34.02 The premium reduction or rebate referred to in Sub-section 34.01 shall be recognized as the staff member's contribution towards the General Illness benefits provided. The Employer will inform the Association quarterly of the amount of the premium reduction or rebate granted by HRSDC to NAIT.

SECTION 35

MEMBERSHIP IN PROFESSIONAL ASSOCIATION

35.01 A staff member is encouraged to join a Professional Association in the area of the staff member's expertise.

35.02 Where the Institute explicitly deems that such membership significantly benefits a work unit, the Institute shall pay the fees:

- (a) for an institutional membership in the name of the Institute, or
- (b) where institutional memberships are not possible, or the Institute deems individual memberships benefit the Institute, then individual memberships.

35.03 Where professional/occupational membership is an explicit condition of employment of a staff member, the membership shall be prescribed and the membership fee paid by the Institute.

- 35.04 Appropriate budget provisions are required for any membership to be borne by the Institute.
- 35.05 The Institute shall not publish staff credentials without written permission of the staff member.

SECTION 36

TUITION

- 36.01 Tuition shall be waived for the attendance of staff members in courses offered by the Institute provided that the courses are viable with the number of fee payers. Attendance shall be on a "space available" basis, and attendance shall not interfere with performance of the staff member's regular duties.
- 36.02 Staff on educational leave and enrolled on a full-time basis at the Institute are required to pay Institute fees.
- 36.03 Staff are required to pay for general interest and recreational courses.
- 36.04 When the Institute requires a staff member to take a specific course, the Institute shall pay the tuition fees and related instructional expenses, and shall pay other expenses in accordance with the Institute travel policy.

SECTION 37

PATENTS AND COPYRIGHTS

- 37.01 With respect to copyrights, the federal Copyright Act shall apply.
- 37.02 With respect to patents, the federal Patents Act shall apply.
- 37.03 Except with the consent of the Association, the Institute shall not require, as a condition of employment, that staff members execute a waiver of their rights under the Patents Act or the Copyright Act.

SECTION 38

SUPPLIES AND EQUIPMENT

- 38.01 The Institute shall supply to all staff members the books, texts, and instructional materials deemed by the Institute to be necessary for the performance of their duties. Such books, texts and instructional materials shall remain the property of the Institute.

SECTION 39

PROTECTIVE CLOTHING

- 39.01 Where the Dean determines that uniforms, coveralls, smocks, or such other items should be provided for the protection of a staff member's personal garments, such items shall be provided, cleaned, and replaced upon approval by the work unit leader.
- 39.02 Protective clothing and safety equipment shall be supplied by the Institute as required by the Occupational Health and Safety Act and the Regulations thereto.
- 39.03 Inquiries or complaints concerning safety equipment, safety clothing and protective clothing shall be first directed to the work unit leader, then the Dean or Director of the work unit, then the appropriate Vice President and failing resolution to the Joint Worksite Health and Safety Committee.

SECTION 40

TRAVEL AND SUBSISTENCE

- 40.01 Staff members who are required to be away from the Institute as part of their assigned duties shall receive travel and subsistence expenses and allowances in accordance with Institute policy.
- 40.02 Staff members who are required as part of their assigned duties to travel on a regular work day between all campuses/sites shall have such travel time recognized as time worked for the purposes of Section 15.05.

SECTION 41

NEW CLASSIFICATIONS

- 41.01 If any new Academic Staff classifications are created during the term of this Agreement, the Institute shall, in consultation with the Association, determine the new compensation levels and shall give written notice to the Association. If the Association does not agree to the level of compensation they may, within ten (10) work days of receipt of notice, submit that issue to arbitration as outlined in the Grievance Procedure.

SECTION 42

PERFORMANCE EVALUATION

- 42.01 Performance evaluation of all staff will occur on a regular and ongoing basis. Leadership and staff members equally share the responsibility for participating in a comprehensive evaluation process. It is also understood that an integral part of performance evaluation is the discussion and identification of needs and opportunities for professional growth and development.
- 42.02 Staff members shall be given the opportunity to add their written comments to the evaluation document.
- 42.03 A staff member who disagrees with the performance evaluation may within ten (10) working days of the evaluation append comments, submit a rebuttal.

SECTION 43

PROBATIONARY PERIOD

- 43.01 Each new staff member shall serve an initial probationary period. The probationary period is intended to provide an opportunity for the new staff member to evaluate the work situation and demonstrate the skill, knowledge and overall suitability required for the role. It also allows the Institute to assess the skills, knowledge, performance and overall suitability of the staff member for the role.
- The probationary period shall be for twelve (12) months, and may be extended for a definite period not to exceed twelve (12) months,
- (a) if recommended by the work unit leader and endorsed by the Dean following consultation with the Association, or
 - (b) to make up for any significant leave of absence taken during the initial twelve month period
- 43.02 During a staff member's probationary period the Institute may terminate the staff member's appointment by written notice of termination specifying the reasons in full.
- 43.03 Unless written notice of termination of employment or extension of probation is provided prior to the expiry of the initial probationary period, it is understood that continued employment with the Institute is automatic, in accordance with the staff member's offer of employment.
- 43.04 For a staff member serving a probationary period, a written performance evaluation shall be conducted approximately six (6) weeks prior to the completion of the probationary period. Written performance evaluations on a probationary staff member may be conducted as often as necessary during such staff member's probationary period.
- 43.05 A new staff member who has previously been employed at the Institute (salary or sessional) may have such previous employment considered as part of the probationary period providing the two assignments are comparable.

SECTION 44

RECRUITMENT, SELECTION, PROMOTION AND TRANSFER

- 44.01 In this section the following definitions shall apply:
- (a) Promotion is the movement of a staff member from one assignment to a second assignment which has a salary range the maximum of which is at least five per cent (5%) higher than that of the first assignment.

- (b) Transfer is the movement of a staff member from one assignment to a second assignment which has a salary range the maximum of which differs from that of the first assignment by less than five per cent (5%).
- 44.02 When recruitment activity to any salary assignment, covered by this Agreement, is undertaken it shall normally be by means of competition and shall be in accordance with recruitment and selection policies and procedures. When the Institute considers it appropriate to proceed without competition, it shall consult with the Association regarding the proposed method of recruitment, selection and for the length of the designated term.
- 44.03 The Institute recognizes the value of engaging staff members' interest and input to the recruitment and selection procedure. Where available, at least one member of the Association, from the program area or school, with relevant experience will participate on the interview and selection panel. Where no such member is readily available the Association will be consulted for advice.
- 44.04 A salary staff member who is promoted or transferred for a designated term is entitled to retain salary status and, on completion of the term of the appointment, to return to the staff member's previous assignment or to a comparable assignment within the work unit.
- 44.05 During the first twelve months following a transfer or promotion, either the Institute or the staff member may request reversion to the staff member's former assignment or to a comparable assignment. Such reversion shall take effect at the completion of the academic quarter, semester, or intake, unless otherwise agreed by the Institute and the staff member. When a staff member who had been promoted reverts to the former level, the Institute may adjust the staff member's salary to the rate that would have applied if the initial promotion had not taken place.
- 44.06 If an employee is moved, other than for disciplinary reasons, from one assignment to a second assignment which has a salary range the maximum of which is lower than that of the first assignment, the Institute, in consultation with the Association, and the staff member may enter into an agreement with respect to salary and benefits. Such agreement shall provide for salary and benefits at least equal to that of the new class and not more than that of the former class.

SECTION 45

ACTING INCUMBENT ROLE

- 45.01 An acting incumbent role exists when a staff member is designated by the Dean to perform the principal duties of a higher level assignment for a period of up to one (1) year, during which time the staff member may also be required to perform some of the staff member's regular duties. If the period of acting incumbency is at least five (5) days, the staff member shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where a staff member is assigned only limited additional duties.
- 45.02 Where a staff member, other than one classified in the instructor series, qualifies in an acting incumbency role, the staff member shall receive a minimum of five percent (5%) of the staff member's current salary in addition to the current salary, or, subject to approval of the Institute, the staff member may receive the minimum salary that would be applicable if the staff member was promoted to the higher level.
- 45.03 When a staff member classified in the Instructor series qualifies in an acting incumbency role as Leader I or Leader II, the staff member shall receive the appropriate Leader modifier.
- 45.04 Acting incumbency pay shall normally be paid as an allowance, but where acting incumbency is for a period less than two (2) complete calendar months, it will be paid as a lump sum in the month following the acting incumbency.
- 45.05 Notwithstanding 45.01, where a staff member has been accepted on an approved foreign assignment (e.g. with CIDA or CUSO), the Institute may establish an acting incumbency for up to two (2) years.
- 45.06 An acting incumbency may be extended for a period not to exceed one (1) year, but such extension shall be the subject of consultation between the Institute and the Association.
- 45.07 Appointment to an acting incumbency for a known term of one year shall be made in accordance with the provisions of Section 44.02 of this Agreement.

SECTION 46

REDUNDANCY

46.01 This section applies only to salary staff members who have greater than two (2) years of continuous service. This section does not apply to probationary or sessional staff members.

DECLARATION OF REDUNDANCY

46.02 The Institute shall notify the President of the Association when redundancy of salaried staff members within a work unit is anticipated. The Institute, in consultation with the Association, may then proceed to give notice to staff members in a work unit that a potential for redundancy exists.

CONSIDERATIONS PRIOR TO INVOLUNTARY REDUNDANCY

46.03 A staff member may agree to teach continuing education courses, outside of the regular work day, exclusively or in combination with regular daytime program courses, to avoid a potential redundancy.

46.04 Notwithstanding Section 44.04, when the Institute determines that there must be a reduction in the number of staff in a work unit it may transfer salary staff members and/or release sessional, probationary or salary staff with less than two years of service to achieve such a reduction.

VOLUNTARY RESIGNATION OF STAFF MEMBER

46.05 A staff member may volunteer for redundancy. If the Institute agrees, the staff member shall enter into an agreement with the Institute regarding the notice period. At the end of the notice period the staff member will receive severance pay in accordance with subsection 46.10(b).

46.06 A staff member who voluntarily enters into an agreement with the Institute will be deemed to have resigned and shall forego all other considerations under subsections 46.07 through 46.11.

INVOLUNTARY REDUNDANCY OF A STAFF MEMBER

46.07 If there is still a redundancy, the Institute shall then consider the qualifications, experience, and competence of the staff members in the work unit, and when those factors are considered relatively equal among two or more staff members, the decision as to which staff member is to be declared redundant shall be governed by the staff members' relative length of continuous service with the Institute, including any authorized leaves.

46.08 Eleven (11) weeks written notice shall be given to a staff member who is considered redundant. The staff member may be paid salary in lieu of part or all of the stipulated notice period. This notice shall not be given in the months of June, July, or August.

46.09 (a) If a staff member who is declared redundant has the qualifications, experience, and competence to assume the work assignment of a sessional or probationary staff member, the Institute shall make reasonable efforts to arrange such a transfer within the School, or, failing that, into another School.

(b) If a transfer cannot be arranged through the provisions of 46.09(a), but where an alternate work assignment is expected to be available within one year and the work assignment is one to which the staff member, in the opinion of the Institute, could be reassigned at the conclusion of a period of training not to exceed one year, the redundant staff member shall be eligible for the appropriate training in accordance with the provisions of Section 24 of this Agreement. Notwithstanding Section 36.02, the Institute will pay tuition costs associated with training approved under this subsection.

(c) If the Institute is unable to arrange a transfer under subsections (a) and (b), it shall provide assistance to the staff member in seeking work with an alternative employer including a reasonable amount of time off with pay to be interviewed by prospective employers.

46.10 A staff member with greater than two (2) years of continuous service for whom alternative employment arrangements have not been made shall:

(a) be eligible for placement through limited competition into a comparable work assignment for which the staff member is qualified. Such competition shall be limited to those staff members

who have been declared redundant during the previous twelve (12 months). A staff member reappointed under this subsection shall, subject to additional training or experience, reassume the appointment status and step on the salary schedule previous to redundancy,

- (b) be eligible on termination for severance pay in accordance with the following schedule, prorated to the nearest completed quarter year of continuous service, in addition to any sum payable under subsection 46.08,

<u>Continuous Service</u>	<u>Severance Pay</u>
Greater than two years	12 weeks salary
Greater than three years	16 weeks salary
Greater than four years	20 weeks salary
Greater than five years	24 weeks salary
Greater than six years	28 weeks salary
Greater than seven years	32 weeks salary
Greater than eight years	36 weeks salary
Greater than nine years	40 weeks salary
Greater than ten years	44 weeks salary
Greater than eleven years	48 weeks salary
Greater than twelve years	52 weeks salary

- 46.11 A staff member who has been served notice pursuant to subsection 46.08 may request that the date of termination be advanced. Such request shall not be unreasonably denied, but the staff member shall forfeit all rights under this section except for those under subsection 46.10 (b).
- 46.12 A staff member who refuses a transfer under subsection 46.09 or who declines an offer of employment under subsection 46.10 (a) shall forfeit all rights under this section.
- 46.13 For the purposes of section 46.10 (b), a staff member's accrued but unused vacation leave shall be added to the length of service, and "continuous service" shall include any authorized leaves with or without pay.
- 46.14 For the purposes of this section, severance pay does not include a staff member's accrued vacation pay.

ASSOCIATION CONSULTATION

- 46.15 The implementation by the Institute of Sub-sections 46.02 to 46.14 shall be in consultation with a representative appointed by the Association.

SECTION 47

HUMAN RESOURCE FILES

- 47.01 During normal working hours, and in the presence of a member of Human Resources, every staff member has the right to access the staff member's Human Resource file once a year and in the event of a grievance or disciplinary action. Every staff member shall be entitled, on request, to a copy of any material in the staff member's Human Resource file.
- 47.02 There shall be space for the staff member to initial each document included in the Human Resource file, to indicate that the staff member has seen the document. The staff member's initial or signature shall in no way be taken to indicate concurrence with the content of the document.
- 47.03 Each staff member is entitled to have comments relating to documents in the Human Resource file added to the file.
- 47.04 All information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either a staff member's eligibility for Long Term Disability Insurance or the staff member's participation in any behavioral health program shall be treated in a confidential manner.
- 47.05 A staff member who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was involved, request that the Human Resource file be purged of any record of the disciplinary action. Such request will be granted providing:

- (a) the staff member's file does not contain any further record of disciplinary action during that twenty-four (24) month period, and
- (b) the disciplinary action is not the subject of an unresolved grievance.

For the purposes of this subsection, "service" includes vacation leave, illness leave, and short-term staff development leave, but does not include long term staff development leave, four-for-five leave, LTD, or leave without pay.

- 47.06 The staff member will be informed of any correspondence of a disciplinary nature that the Employer wishes to place on the staff member's Human Resource file. When a notation of discipline is made against the record of a staff member, the staff member will be furnished with a copy.
- 47.07 The Human Resource file referred to in this section and all relevant documentation and evidence to the specific situation in question, brought forward in a timely manner will be considered in a discipline situation.

SECTION 48

GRIEVANCE PROCEDURE

The parties agree that the emphasis in this section should be placed on resolving complaints at the lowest possible step with a positive solution and in an expedited manner.

48.01 In this Section:

- (a) a grievance shall be defined as any difference between the parties to or the persons bound by this Collective Agreement as to the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether the dispute is arbitrable or where any difference arises from the discipline or dismissal of any staff member. Such disputes may be the subject of a grievance and be resolved by the procedures contained herein;
- (b) "days", in subsection 48.03 Step 1 means calendar days, but excludes Saturdays, Sundays, and Paid Holidays;
- (c) "days", in all other subsections, means calendar days, but excludes Saturdays, Sundays, and Paid Holidays and days of vacation leave approved pursuant to 18.01;
- (d) notwithstanding 48.01 (a), a grievance regarding the dismissal of a probationary staff member or a performance evaluation shall be settled at Step 3 of this procedure, and is not arbitrable.

48.02 When a grievance arises it shall be dealt with in the manner outlined in the following sections, except that a grievance may not be presented on a matter where an alternate appeal procedure exists.

48.03 Time Limits and Procedures

Step 1: The staff member must raise the complaint with the Work Unit Leader within ten (10) days of the situation or awareness of the situation causing the complaint. The complaint of a staff member will be addressed within five (5) days of the complaint being raised.

Step 2: If the complaint is not resolved through the discussion, the grievance must be reduced to writing, on a form supplied by the Association, stating the facts of the complaint, the sections of the agreement involved and the remedy requested, and be dated and signed by the staff member and the Association. The written grievance will be submitted by the Association to the Dean or Director of the program affected within ten (10) days of the date of the discussion with the work unit leader.

The Dean, Director, or designate will arrange for a meeting within ten (10) days of receipt of the written grievance with the grievor and the Association's Labour Relations Officer or designate in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. A decision, with rationale, from the Dean, Director, or designate shall be provided within five (5) days of the hearing. If the decision does not resolve the grievance, the Association shall submit the grievance along with a written summary of positions and relevant documents to the Institute President and Association President within ten (10) days of receipt of the decision.

- Step 3: The Institute President and Association President or designates will meet within ten (10) days of receipt of the written grievance and supporting documentation in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. The Institute President or designate will provide a written decision to the Association within five (5) days of the meeting.
- Step 4: If the decision of the Institute President or designate is unsatisfactory to the Association, the Association shall then submit the grievance to arbitration within ten (10) days of the receipt of the decision. The notice of submission to arbitration must be in writing.
- (a) A grievance involving discipline must be filed directly at Step 3 within ten (10) working days of the disciplinary action.
 - (b) Either the Institute or Association may file a policy grievance concerning the interpretation, application, operation or alleged violation of the collective agreement on a matter arising directly between the Institute and the Association. A policy grievance commences at Step 3 of the grievance procedure. The grievance must be filed within ten (10) days of the incident coming to the attention of the grieving party.
 - (c) When two or more staff members have a complaint arising from the same incident, the grievance may be handled as a group grievance.
 - (d) The policy grievance procedure must not be used for processing individual grievances.
 - (e) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.
 - (f) Any grievance not submitted in conformity with the time limits prescribed in this section or the agreed to time limit extension, is deemed to have been abandoned and must not be continued or reopened.
 - (g) When the party receiving a grievance fails to process the grievance within the time limits specified in this section, the aggrieved shall automatically be eligible to advance the grievance to the next higher level, except that to advance to Arbitration, a grievance must be a grievance as defined pursuant to 48.01.
 - (h) The parties agree that any dispute or grievance concerning the alleged violation of this agreement, which has not been settled, shall be referred to an Arbitration Board at the written request of either party.
 - (i) The decision of the Arbitration Board is final and binding on the parties. The parties will share equally the cost of the arbitration.

48.04 Arbitration Board Structure

- (a) The notice to refer the matter to an Arbitration Board shall contain the grievance in the form set forth in Sub-section 48.03 along with the name of the aggrieved's nominee to the Board of Arbitration.
- (b) Within ten (10) days, the recipient shall inform the other party of its nominee to the Arbitration Board. The two nominees so selected shall, within ten (10) days of the naming of the second of them, choose a third member who shall be Chair of the Arbitration Board.
- (c) If either party fails to name their nominee within the period specified, the Chair of the Labour Relations Board of Alberta shall be requested by the other party to choose their nominee. If the two nominees fail to choose a third member within the period specified, the Chair of the Labour Relations Board of Alberta shall be requested to choose a third member who shall be the Chair of the Arbitration Board.
- (d) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.
- (e) The Employer and the Association shall have the option of mutually referring a grievance eligible for consideration by an Arbitration Board to a single arbitrator who shall be the Arbitration Board.
- (f) The nominees of the Employer and the Association to the Arbitration Board shall not be an academic staff member in the Department involved in the grievance nor an employee of the Human Resources Department of the Employer.

- (g) The Employer and the Association shall each bear the total costs of its nominee to the Arbitration Board and shall share equally the total costs of the Chair of the Arbitration Board.
- (h) The Employer shall grant the grievor leave of absence with pay for the purpose of attending the Board hearing of the grievance provided that the leave of absence shall only be for the purpose of attending the hearing. Should the grievance deal with dismissal of a staff member and the dismissal be upheld by the Arbitration Board, no reimbursement for pay shall be allowed.
- (i) The Employer shall grant leave of absence to attend the Arbitration Board hearing:
 - (i) With pay for witnesses who are academic staff members of the Employer who are called by the grievor, and
 - (ii) Without pay for the Association's nominee of the Arbitration Board, if employed by the Employer.
- (j) To facilitate the administration of Sub-section 48.04 (h)(ii), of this Section, the Employer will grant the leave of absence with pay and invoice the Association for the total costs incurred.
- (k) The Employer and the Association shall share the expenses of necessary witnesses called by the Chair of the Arbitration Board on an equal basis, if the necessary witnesses are not employed by the Institute or the Association. The expenses of witnesses called by the Arbitrator at the request of one of the parties shall be borne by that party.

48.05 Powers of the Arbitration Board

- (a) The Arbitration Board shall neither add to, detract from, nor modify the language of any section of the collective agreement.
- (b) The Board shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (c) Where disciplinary action against an academic staff member is involved, the Arbitration Board may vary the penalty, as the Board considers fair and reasonable.
- (d) The Arbitration Board:
 - (i) May accept any oral or written evidence that it, in its discretion, considers proper whether admissible in a court of law or not,
 - (ii) Is not bound by the law of evidence applicable to judicial proceedings, and
 - (iii) May summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitration Board considers requisite to the full investigation and consideration of matters within its jurisdiction in the same manner as a court of record in civil cases.
- (e) If any persons fail to comply with an order of an Arbitration Board under Sub-section 48.05 (d)(iii), or conduct themselves in a manner that may be in contempt of the Arbitration Board or its proceedings, the Arbitration Board may apply to the court for an order directing compliance with the order of the Arbitration Board or restraining any conduct found by the court to be in contempt of the Arbitration Board or its proceedings.
- (f) The Arbitration Board may correct in any award any clerical mistake, error or omission.

48.06 Arbitration Board Procedures

- (a) Within thirty (30) days or as soon as reasonably possible upon receipt of a grievance, the Chair shall convene a Board of Arbitration and advise the Employer and the Association of the hearing date.
- (b) At the Board hearing, the Employer and the Association may be represented by any person(s) they so delegate.
- (c) Where a three (3) member Board hears a grievance, the decision of the majority of the members is the award of the Board, but if there is no majority, a decision of the Chair governs and this decision is the award of the Board.
- (d) The Chair shall submit a report on the findings and the decision of the Board, within thirty (30) days or as soon as reasonably possible following the completion of the hearing to:

- (i) The President of the Institute
- (ii) The President of the Association

48.07 Decision of the Board

The decision of the Arbitration Board shall be final and binding on the Employer, the Association and all academic staff members affected by the collective agreement.

48.08 Meetings During Grievance Procedure

A grievor who wishes to discuss the grievance with representatives of the Institute or Association at any level of the grievance procedure shall obtain the permission of the work unit leader before leaving the place of work for this purpose and shall report back to the work unit leader before resuming normal duties.

48.09 Group Grievances

A group grievance may be initiated by more than one staff member provided that all are grieving the identical issue and all who are grieving have signed the initial grievance document. Grievances initiated by more than one staff member and meeting the above criteria shall be dealt with in accordance with Subsections 48.01- 48.09 inclusive. The decision of an individual to abandon a group grievance shall not prejudice the rights of the remaining members of the group to advance their grievance.

SECTION 49

NEGOTIATIONS AND DISPUTE RESOLUTION

- 49.01 Where the Association or the Board wishes to commence collective bargaining for the revision or renewal of this Agreement, either party shall give a written notice to the other party one hundred and fifty to one hundred and thirty-five (150-135) days prior to the expiry date of this Agreement of its intention to commence bargaining. Thereafter, the parties or their representatives shall meet and exchange proposals in good faith on those terms which each party wishes to negotiate. Such exchange shall occur no later than fifteen (15) days following receipt by either party of notice to commence bargaining. These proposals shall be presented and shall form the initial positions of the two parties to the Agreement.
- 49.02 Within five (5) days, and from time to time thereafter, the bargaining committees of the Board and the Association shall meet in good faith in order to attempt to agree upon the terms of the new Collective Agreement.
- 49.03 In the event that the two parties cannot come to an agreement, but in any event not earlier than seventy (70) days prior to the expiry date of the agreement, either party may notify the other in writing of its desire to seek mediation and failing agreement during mediation, to submit the outstanding differences to arbitration.

MEDIATION

- 49.04 (a) The notice referred to in subsection 49.03 shall contain a name or list of names of the person or persons whom the party submitting notice is willing to accept as mediator.
- (b) No person shall be appointed as a mediator who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) has not resided in the Province of Alberta for one (1) year immediately preceding the date of appointment.
- 49.05 If the party receiving notice pursuant to subsection 49.03 accepts the person or one of the persons suggested by the other party to act as mediator, it shall, within seven (7) days, notify the other party accordingly and the difference shall be submitted to the person for mediation.
- 49.06 If the party receiving notice pursuant to 49.03 does not accept any of the persons suggested by the other party to act as mediator, it shall within seven (7) days, notify the other party accordingly and send a name or list of names of the person or persons whom it is willing to accept as mediator.

- 49.07 If the parties are unable to agree on a person to act as mediator, either party may make application to the Chair of the Alberta Labour Relations Board, Province of Alberta to assign a mediator to assist them to resolve the dispute.
- 49.08 (a) The mediator shall make recommendations only on those items which remain in dispute.
- (b) If either party rejects the mediator's recommendations, the Association and the Employer shall proceed to binding arbitration as per the procedure stated below.

ARBITRATION

- 49.09 (a) Each party within ten (10) days of the dispute being referred to binding Arbitration shall appoint a person to act as a member of the Arbitration Board, and shall forthwith notify the other party of such appointment.
- (b) The two persons appointed to act as members of an Arbitration Board shall attempt to mutually agree upon a third person to act as Chair of the Arbitration Board within ten (10) days of the date the second person is appointed.
- (c) No person shall be appointed to an Arbitration Board who:
- (i) is directly affected by the dispute, or
 - (ii) has been involved in an attempt to negotiate or settle the dispute,
 - (iii) has not resided in the Province of Alberta for one (1) year immediately preceding the date of appointment.
- 49.10 (a) If the Institute or the Association fails to appoint a person as a member of an Arbitration Board, the Chair of the Labour Relations Board under the Labour Relations Act may appoint a person to act as a member on its or their behalf.
- (b) Where the two persons appointed as members of an Arbitration Board fail to appoint a person to act as Chair, the Chair of the Alberta Labour Relations Board under the Labour Relations Act shall appoint a person to act as a member and Chair on their behalf.
- (c) Where a vacancy occurs in the membership of an Arbitration Board it shall be filled in the same manner as provided for in the original appointment of the member or Chair.
- 49.11 Where an Arbitration Board is established, each party shall forthwith deliver a statement in writing to the Chair stating the items which remain in dispute.
- 49.12 The Arbitration Board has the power to determine its own procedure but shall give full opportunity to the Institute and the Association to be heard.
- 49.13 If without reasonable cause shown, either party to the proceedings before the Arbitration Board fails to attend or be represented, the Arbitration Board may proceed as if the party had duly attended or been represented.
- 49.14 (a) As soon as possible after making an inquiry into the arbitrable items in the dispute referred to it, the Arbitration Board shall make an award and in its award deal with each arbitrable item in dispute.
- (b) An arbitrable award may be retroactive in whole or in part.
- (c) The Arbitration Board may issue:
- (i) One (1) arbitral award, or
 - (ii) Two (2) or more arbitral awards at different times.
- 49.15 The Arbitration Board's award shall be signed by such members as concur therein and shall be transmitted in writing to the Association and the Institute as soon as possible.
- 49.16 A decision of the majority of the members of an Arbitration Board is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs and this decision shall be deemed to be the award of the Arbitration Board.

- 49.17 (a) Upon making an arbitral award the Arbitration Board shall file a copy of it with the Chair of the Labour Relations Board and serve a copy of it on the Institute and the Association personally or by double registered mail.
- (b) The Arbitration Board shall only award on, and its jurisdiction shall be limited to those items which remain in dispute between the parties.
- 49.18 (a) An arbitral award of an Arbitration Board is binding upon the Association and on every academic staff member in the unit on whose behalf it was bargaining collectively and upon the Institute. The Institute and the Association shall forthwith give effect to it.
- (b) The terms of one (1) or more arbitral awards relating to, entering into, renewing or revising a collective agreement shall be included in a collective agreement and promptly executed by the parties.
- 49.19 (a) If either the Institute or the Association refuses to participate in the preparation of a collective agreement in accordance with Sub-section 49.18 (b) of this procedure, the other party may prepare the collective agreement giving effect to:
- (i) the one (1) or more arbitral awards of the Arbitration Board or Arbitration Boards, and
- (ii) such other matters as are agreed to by the parties, and shall submit the agreement to the one (1) or more Arbitration Boards concerned to certify in each case that the agreement accurately incorporates the one (1) or more awards of that Arbitration Board.
- (b) When an Arbitration Board receives a collective agreement pursuant to Sub-section 49.19 (a) (ii), and it is satisfied that it gives effect to its award, the Arbitration Board shall certify the collective agreement as accurately incorporating its award.
- 49.20 (a) Upon certification by the one (1) or more Arbitration Boards concerned pursuant to Sub-section 49.19(b), the Institute and the Association shall sign the collective agreement.
- (b) If, at the expiration of ten (10) days after the date of certification by the one (1) or the final Arbitration Board concerned, neither party to the collective agreement has signed it, or one (1) party to the collective agreement has signed it, the collective agreement there upon becomes a collective agreement between the parties as if they had both signed it and is effective from the date or dates specified in the collective agreement or if there are no dates, from the date or dates specified by the one (1) or more Arbitration Boards concerned.
- (c) A collective agreement referred to in Sub-section 49.20(a) is binding upon the Association and every academic staff member in the unit on whose behalf it was bargaining collectively, and the Institute.
- 49.21 (a) Where the Institute and the Association agree that a single arbitrator is appropriate, then they may establish an individual as an Arbitration Board in accordance with this dispute settlement procedure.
- (b) A single arbitrator shall be appointed in the same manner and shall have the same powers and be subject to the same limitations as a three (3) member Arbitration Board referred to in this procedure.
- 49.22 Each party to the dispute shall bear the expense of its representative appointed to the Arbitration Board.
- 49.23 The parties agree to share equally the fees and expenses of any mediator or arbitrator.
- 49.24 All time limits may be amended by agreement between the parties.

SECTION 50

PAYMENT

- 50.01 A staff member shall be paid bi-weekly. Bi-weekly pay will be determined by dividing the annual salary by 26.0892.
- 50.02 A staff member's salary and authorized expense claims shall be paid by direct deposit into an account of the staff member's choice in a bank, trust company, or credit union. To facilitate this operation, each staff

member shall maintain an account in a chartered bank, trust company, or credit union that is capable of receiving and accounting for funds by electronic transfer in an efficient manner. A staff member's pay advice will be available by electronic means normally no later than the business day immediately preceding the deposit day for the pay period.

- 50.03 Notwithstanding the generality of 50.01 and 50.02, a staff member whose employment is terminated shall normally be entitled to receive final salary payment by direct deposit on the date of termination or as soon as possible thereafter.

SECTION 51

CONTINUING EDUCATION

- 51.01 Services necessary for the operation of programs variously known as "Evening Class Programs", "Continuing Education Programs", or "Further Educational Programs", may be purchased by the Institute on a fee-for-service basis.
- 51.02 Any credit courses offered between the hours of 7:15 a.m. and 5:15 p.m. shall be assigned to staff members as class contact hours within the limits prescribed for instructional hours.
- 51.03 Participation of a staff member in the above programs, on fee-for-service basis, shall be voluntary.
- 51.04 Pursuant to Section 46.03, a staff member may teach, as part of workload, Continuing Education Evening Class or Further Education programs for the period that such member would otherwise be declared redundant. Such period shall not exceed one (1) year unless the staff member is again declared redundant, pursuant to Section 46.

SECTION 52

JOINT WORKSITE HEALTH AND SAFETY COMMITTEE

- 52.01 The parties to this Agreement support the existing structure and operation of the NAIT Joint Worksite Health and Safety Committee, as an advisory body reporting to the President of the Institute and established to identify health and safety concerns, to recommend preventive actions and to recommend, promote or sponsor relevant educational initiatives.

SECTION 53

PARKING

- 53.01 Staff will be provided access to Institute parking facilities.

SECTION 54

INSTRUCTIONAL ASSISTANTS

- 54.01 This section refers to the use of Instructional Assistants and other support staff in the learning environment.
- 54.02 The Institute recognizes that the primary responsibility for instructional design and delivery rests with academic staff. Explicitly, activities related to the diagnosis of learning needs, the prescription of learning activities and the evaluation of student performance fall within the domain of academic staff members.
- 54.03 The Association recognizes that support staff have had a role in the domain of instructional delivery and will continue to do so in the future.
- 54.04 The Institute confirms its intent that:
- (a) instructional assistants not be used to displace instructional staff, i.e. that the hiring of instructional assistants not cause redundancy of academic staff members,
 - (b) the introduction of instructional assistants occur where there is appropriate support from the work unit,
 - (c) instructional assistants work under the authority of instructional staff,
 - (d) instructional staff have direct responsibility for the supervision of instructional assistants, and

- (e) instructional staff be directly accountable for the actions of instructional assistants who work under their direct supervision.

SECTION 55

SALARY AND ALLOWANCES

Leader I

- 55.01 In addition to the applicable Instructor salary step, a Leader I shall receive an allowance of five percent (5%) of the maximum salary for Instructors.

Leader II

- 55.02 In addition to the applicable Instructor salary step, a Leader II shall receive an allowance of ten percent (10%) of the maximum salary for Instructors.

Educational Allowance

- 55.03 A staff member with appropriate qualifications shall be paid only one of the allowances described in subsection 55.04. The allowance shall be paid biweekly.
- 55.04
 - (a) Each staff member who has a doctoral degree is entitled to an allowance of five percent (5%) of the maximum salary for Instructors.
 - (b) Each staff member who has a master's degree is entitled to an allowance of four and one-half percent (4.5%) of the maximum salary for Instructors.
 - (c) Each staff member who has a designation listed below or a Bachelor of Laws (LLB) is entitled to an allowance of three and one-half percent (3.5%) of the maximum salary for Instructors.

Professional Engineer (P.Eng)	Professional Geologist (Pgeol)
Professional Geophysicist (Pgeoph)	Registered Dietitian (RD)
Chartered Accountant (CA)	Certified General Accountant (CGA)
Certified Management Accountant (CMA)	Alberta Association of Architects (AAA)
Fellow of Canadian Securities Institute (FCSI)	Registered Professional Forester (RPF)
Certified Exercise Physiologist (CEP)	Registered Occupational Hygienist (ROH)
Chartered Financial Analyst (CFA)	
- 55.05 The degrees identified above must have been awarded/conferred and be supported by an official transcript for formal academic achievement from a recognized university or institute, as determined by NAIT. Honorary degrees do not qualify for any educational allowance. Payment of the educational allowance for the designations listed in 55.04 (c) is dependent upon any requirements by the granting association to be a paid-up member in good standing. Multiple designations only qualify the staff member for a single educational allowance.

SECTION 56

PHASED-IN RETIREMENT PLAN

- 56.01 The Parties agree to the continuance of the Phased in Retirement Plan.
- 56.02 The eligibility of a staff member to participate in the Plan is subject to Section 3 and the terms and conditions contained in the Plan.
- 56.03 Amendments to the Plan that affect a staff member's eligibility shall be approved by the Association prior to their implementation.
- 56.04 An eligible staff member who wishes to participate in the Plan shall apply in writing to the work unit leader.
- 56.05 Staff members on Phased-In Retirement Plan shall receive:
 - (a) benefits as outlined in the Plan, and
 - (b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

SECTION 57

DEPENDENT SCHOLARSHIP PLAN

- 57.01 The Employer will offer scholarships to eligible dependents of salaried staff members.
- 57.02 Applicants must meet the requirements of the Dependent Scholarship Plan requirements. The Plan will provide a scholarship equal to fifty per cent (50%) of the tuition for successfully completed credit or career programs/courses, including apprenticeship programs.
- 57.03 For purposes of this Plan, “dependents” means those persons described as dependents under the NAIT Employee Benefit Plan Coverage – Academic Staff.

LETTER OF UNDERSTANDING: SPONSORED POSITIONS

In order to facilitate the creation and to maximize the benefit of positions supported through awards, gifts, grants and endowments, the Parties agree to the following:

A. Applied Research Chairs

- 1) Notwithstanding the provisions of Section 2.02 (d) ii), the Institute may create positions within the Association’s bargaining unit to be supported by an award, gift, grant or endowment. Whether such positions fall within the Association’s bargaining unit will be determined through discussions between the Parties.
- 2) All such positions will be linked to an academic school or department, regardless of whether instruction will be included in the specific duties of the position.
- 3) The creation of such positions will not result in the reduction of staff in any academic school or department.
- 4) Unless otherwise agreed to by the Parties, normal selection and appointment procedures set out in the collective agreement will not apply to such positions.
- 5) The Institute will prepare employment agreements for each Applied Research Chair addressing such issues as:
 - i. Responsibilities and expectations of the position created;
 - ii. Support provided and commitments made to the academic school or department as part of the creation of the position;
 - iii. Obligations of the institute to support the position, such as availability of space, administrative support, etc.;
 - iv. What if any, instructional responsibilities the position may have;
 - v. The level of compensation for the person; and
 - vi. Any other specific terms and conditions of employment that may be exceptions to the collective agreement
- 6) NASA will be consulted regarding any and all exceptions to provisions of the collective agreement that will be part of employment agreements.

B. Postdoctoral Fellowships (Postdocs)

- 1) The utilization of Postdocs at NAIT must comply with generally accepted practices and expectations of research funding organizations in Canada.
- 2) A Postdoc is defined as: an individual, normally within 5 years of completion of a doctorate degree or 10 years of completion of a MD, DDS, DVM or equivalent, who is engaged in a temporary and defined period of mentored, advanced training to enhance the professional skills and research independence needed to pursue his or her chosen career path.
- 3) Postdocs are considered to be trainees rather than NAIT staff. A stipend only will be provided. Postdocs will not normally be members of NASA.

- 4) Should a Postdoc desire to gain formal experience in academic instruction, this assignment must not conflict with funding agency guidelines. Any instructional assignment will be considered a sessional hire and will be treated in accordance with all collective agreement provisions for sessional staff.

LETTER OF UNDERSTANDING: CLASSROOM ASSISTANCE

This letter's main purpose is to form a joint Employer-NASA Task Force (TF) to explore and develop a clearer NASA instructional related classification for individuals assisting in classroom, clinical and lab work. This review shall include salary, duties, reporting structure, employment status and succession into an instructional role.

The core TF membership will include equal representation from the Employer and NASA members (up to four members each) with one representative of the Employer and NASA jointly chairing the TF. It is recommended that at least some members are drawn from the current negotiation team. If it is mutually agreeable by TF members, resource personnel may be added as required.

To fulfill its mandate, the TF timeframe will be one year from start to finish. The TF will finalize its results by July 1, 2011. Their findings will be presented to both the Association President and the Institute President simultaneously.

The Presidents will, jointly or separately, take whatever action is deemed necessary with respect to the recommendations, but at minimum, will direct the committee to negotiate an agreement, considering the contents of the report.

For the purpose of the Collective Agreement, Section 54 is removed until the TF results are made known and a suitable replacement section is available to be included in the Collective Agreement.

INSERT SIGNING PAGE

Instructor/ Counsellor
Annual Salary Schedules and Allowances
(2010 - 2013)

(For publication purposes annual salary figures are rounded to nearest dollar)

Effective date	Step	2010/11	2011/12	2012/13
		27-Jun-10	26-Jun-11	24-Jun-12
		0.00%	2.00%	3.00%
	X			
	X			
	3	56,644	57,777	59,510
	4	59,636	60,829	62,654
	5	62,629	63,881	65,797
	6	65,621	66,933	68,941
	7	68,614	69,985	72,085
	8	71,606	73,038	75,229
	9	74,598	76,090	78,372
	10	77,591	79,142	81,516
	11	80,583	82,194	84,660
	12	83,576	85,246	87,804
	13	86,568	88,298	90,947
	14	89,561	91,351	94,091
	15	92,553	94,403	97,235

Allowance reference

(Top of instructor grid)		92,553	94,403	97,235
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Leader I	5.0%	4,628	4,720	4,862
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Leader II	10.0%	9,255	9,440	9,724
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Education allowance

Designation	3.5%	3,239	3,304	3,403
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Masters	4.5%	4,165	4,248	4,376
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Doctorate	5.0%	4,628	4,720	4,862
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Instructor/ Counsellor
Biweekly Salary Schedules and Allowances
(2010 - 2013)

(Actual annual salary divided by 26.0892 (365.25/ 14))

Effective date	Step	2010/11	2011/12	2012/13
		27-Jun-10	26-Jun-11	24-Jun-12
		0.00%	2.00%	3.00%
	X			
	X			
	3	2,171.16	2,214.58	2,281.02
	4	2,285.86	2,331.57	2,401.52
	5	2,400.56	2,448.56	2,522.02
	6	2,515.26	2,565.55	2,642.52
	7	2,629.96	2,682.54	2,763.02
	8	2,744.66	2,799.53	2,883.52
	9	2,859.36	2,916.52	3,004.02
	10	2,974.06	3,033.51	3,124.52
	11	3,088.76	3,150.50	3,245.02
	12	3,203.46	3,267.49	3,365.52
	13	3,318.16	3,384.48	3,486.02
	14	3,432.86	3,501.47	3,606.52
	15	3,547.56	3,618.46	3,727.02

Allowance reference

(Top of instructor grid)		3,547.56	3,618.46	3,727.02
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Leader I	5.0%	177.38	180.92	186.35
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Leader II	10.0%	354.76	361.85	372.70
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Education allowance

Designation	3.5%	124.16	126.65	130.45
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Masters	4.5%	159.64	162.83	167.72
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Doctorate	5.0%	177.38	180.92	186.35
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Librarian
Annual Salary Schedules and Allowances
(2010 - 2013)

(For publication purposes annual salary figures are rounded to nearest dollar)

Effective date		2010/11	2011/12	2012/13
		27-Jun-10	26-Jun-11	24-Jun-12
Step		0.00%	2.00%	3.00%
Librarian	X			
	X			
	3	60,518	61,728	63,580
	4	63,265	64,531	66,466
	5	66,012	67,333	69,353
	6	68,760	70,135	72,239
	7	71,507	72,937	75,125
	8	74,254	75,739	78,011
Program Librarian	X			
	X			
	3	66,127	67,450	69,473
	4	69,152	70,535	72,651
	5	72,177	73,620	75,829
	6	75,202	76,706	79,007
	7	78,227	79,791	82,185
	8	81,251	82,877	85,363
Divisional Librarian	X			
	X			
	3	75,744	77,259	79,577
	4	79,237	80,821	83,246
	5	82,729	84,384	86,915
	6	86,221	87,946	90,584
	7	89,714	91,508	94,253
	8	93,206	95,070	97,922
Allowance reference				
(Top of instructor grid)		92,553	94,403	97,235
Education allowance				
Designation	3.5%	3,239	3,304	3,403
Masters	4.5%	4,165	4,248	4,376
Doctorate	5.0%	4,628	4,720	4,862

Librarian
Biweekly Salary Schedules and Allowances
(2010 – 2013)

(Actual annual salary divided by 26.0892 (365.25/14))

Effective date		2010/11	2011/12	2012/13
		27-Jun-10	26-Jun-11	24-Jun-12
		0.00%	2.00%	3.00%
Librarian	X			
	X			
	3	2,319.66	2,366.05	2,437.03
	4	2,424.96	2,473.46	2,547.66
	5	2,530.26	2,580.87	2,658.30
	6	2,635.56	2,688.27	2,768.92
	7	2,740.86	2,795.68	2,879.55
	8	2,846.15	2,903.07	2,990.16
	Program Librarian			
Program Librarian	X			
	X			
	3	2,534.66	2,585.35	2,662.91
	4	2,650.60	2,703.61	2,784.72
	5	2,766.54	2,821.87	2,906.53
	6	2,882.48	2,940.13	3,028.33
	7	2,998.43	3,058.40	3,150.15
	8	3,114.37	3,176.66	3,271.96
	Divisional Librarian			
Divisional Librarian	X			
	X			
	3	2,903.28	2,961.35	3,050.19
	4	3,037.14	3,097.88	3,190.82
	5	3,171.01	3,234.43	3,331.46
	6	3,304.87	3,370.97	3,472.10
	7	3,438.73	3,507.50	3,612.73
	8	3,572.59	3,644.04	3,753.36
	Allowance reference			
(Top of instructor grid)		3,547.56	3,618.46	3,727.02
Education allowance				
Designation	3.5%	124.16	126.65	130.45
Masters	4.5%	159.64	162.83	167.72
Doctorate	5.0%	177.38	180.92	186.35

For Reference only: Tool to add clarity to the interpretation of Clause 2.02 (d - iv)

