



COLLECTIVE AGREEMENT

BETWEEN THE

**BOARD OF GOVERNORS OF THE NORTHERN
ALBERTA INSTITUTE OF TECHNOLOGY**

AND THE

**ALBERTA UNION OF
PROVINCIAL EMPLOYEES
LOCAL 038**

JULY 1, 2020 – JUNE 30, 2024

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PREAMBLE

This Agreement made this 15th day of September.

BETWEEN:

The Board of Governors of the Northern Alberta Institute of Technology
(hereinafter referred to as the Employer) of the first part

and

The Alberta Union of Provincial Employees
(hereinafter referred to as the Union) of the second part

and

WHEREAS, the Union has the sole right to negotiate and conclude a Collective Agreement on behalf of the Support Staff Employees of the Board (being Local 038 of the Union) pursuant to the *Public Service Employee Relations Act*; and

WHEREAS, the Parties are mutually desirous of entering into a Collective Agreement, with the intent and purpose to promote a harmonious relationship between the Employees and the Employer, and to set forth in this Collective Agreement rates of pay, hours of work and conditions of employment.

NOW THEREFORE, the Parties hereto mutually agree as follows:

**ARTICLE 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) “Board” means The Board of Governors of the Northern Alberta Institute of Technology;
- (c) “Employee” means a person employed by the Board under authority of the *Post-Secondary Learning Act* who is in the bargaining unit covered by this Collective Agreement, and who is employed in one of the following categories:
 - (i) permanent service which covers all Employees appointed to full-time or part-time positions, on either a continuing basis (twelve (12) months each year) or recurring basis (periods greater than six (6) months but less than twelve (12) months each year and who are paid a salary); or
 - (ii) temporary service which covers all Employees appointed to full-time or part-time positions for the purpose of additional work, replacement of permanent Employees or special projects not anticipated for a continuous or recurring basis; or
 - (iii) casual service which covers all Employees hired for full-time or part-time casual employment and who are paid an hourly rate.
- (d) “Probationary Employee” means a person who is serving a probationary period;
- (e) “Employer” means the Northern Alberta Institute of Technology; or where applicable out of scope designate;
- (f) “Permanent Position” means a position, the duties of which are of a continuing nature;
- (g) “Recurring Position” means a position, the duties of which are greater than six (6) months but less than twelve (12) months, required year to year;
- (h) “Temporary Position” means a position established to cover a workload that is predictable and regular, but for a limited period.

Temporary Employees hired for a period of continuous temporary employment in the same position in excess of twenty-four (24) months, shall have the position posted as a permanent position in accordance with Article 11 Position Opportunities. Temporary employment for a period beyond twenty-four (24) months may be exempted from the provisions of this clause by mutual agreement between the Employer and the Union.

- (i) "Casual Employment" is non-permanent employment on an hourly basis. Continuous casual employment in the same class and job shall not normally extend beyond the end of the pay period during which the Employee's accumulated hours worked in the fiscal year reaches one thousand (1,000) hours, unless extended by the mutual agreement of the Union and the Employer, after which time if the employment is to continue, the Employee shall be appointed to a temporary position.

Notwithstanding the number of hours the Casual Employee works within the year, they shall have the right to maintain their Casual status.

- (j) "Weekly Salary" means bi-weekly salary divided by two (2);
- (k) "Annual Salary" means twenty-six (26) times the bi-weekly salary rate applicable to a classification, except that Acting Incumbency Pay shall be included for overtime calculations only;
- (l) "Days" means calendar days unless otherwise specified;
- (m) "Work Day" means any day on which an Employee is normally expected to be at their place of employment;
- (n) "Work Unit" means all Employees working under the control of one, but not more than one Level I Designated Officer as defined in Article 22;
- (o) "Work Period" means the length of time between the start and end of an Employee's assigned shift and includes any paid and unpaid breaks;
- (p) "Hourly Rate" means the bi-weekly salary divided by the bi-weekly hours related to the Job Code;
- (q) "Pay Range" means the salary steps assigned to a class within the salary schedule;
- (r) "Multiple Pay Ranges" means a combination of two or more successive pay ranges assigned to a class;
- (s) "Step" means a single salary rate within the pay range;
- (t) "Minimum Salary" means the lowest step of the pay range assigned to a class;
- (u) "Maximum Salary" means:
 - (i) the highest step of the highest pay range assigned a class; or
 - (ii) the job rate assigned to a class.
- (v) "Increment" means the difference between one step and the next step within the same pay range;
- (w) "Dismiss" means to terminate an Employee's employment relationship with the Board, for cause;

- (x) “Designated Officer” means a person who is authorized, on behalf of the Employer, to deal with grievances;
- (y) “Local” means Local 038 of the Alberta Union of Provincial Employees;
- (z) “Union” means The Alberta Union of Provincial Employees;
- (aa) “President” means the Chief Executive Officer of the Northern Alberta Institute of Technology;
- (bb) “Union Steward” means an Employee in the Bargaining who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.
- (cc) “Union Representative” means a staff person from the Union authorized by the Union to act on behalf of an Employee.
- (dd) “Discipline” means a reprimand, suspension, demotion, or dismissal, taken against an Employee, for cause;
- (ee) “Month” means a calendar month;
- (ff) “Arbitration Board” means an arbitration board established for settlement of differences as described in this Agreement;
- (gg) “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.
- (hh) “Week” means a seven (7) day period beginning on a Sunday.
- (ii) “Split Shift” means an Employee’s workday consisting of two (2) or more separate periods of work with a break of more than one and one-half (1½) hours in-between.

**ARTICLE 2
JURISDICTION**

- 2.01 The provisions of this Agreement apply as specified in Article 3 to all Employees of the Board deemed to be certified as a Bargaining Unit pursuant to the *Public Service Employee Relations Act* (PSERA).
- 2.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Public Service Employee Relations Act* (PSERA).

- 2.03 The provisions of this Agreement do not apply to students whose employment is contemplated by the curriculum of a course in which the student is enrolled, such as work placement or a cooperative experience program, nor to persons employed under special Federal or Provincial programs such as the Summer Temporary Employment Program. Any student employed under this provision or any other provision shall not displace other Permanent, Temporary or Casual Employees and the employment of students shall not result in the abolishment or layoff of any other Employee.

ARTICLE 3 APPLICATION

- 3.01 This Agreement applies to an Employee:
- (a) employed in a permanent position; and
 - (b) employed in a temporary position except that:
 - (i) Article 23, Position Abolishment, shall not apply, and
 - (ii) Apprentices shall not have access to Article 22, Grievance Procedure, for termination of employment as a result of either:
 - failure to comply with the terms and conditions of the *Apprenticeship and Industry Training Act* and/or regulations; or
 - the unavailability of tradesmen positions upon completion of the Apprenticeship program.
- 3.02 Where applicable, the provisions of this Agreement shall be applied on a pro-rata basis to Employees employed on a part-time basis.
- 3.03 Employees hired for casual employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply:
- | | |
|------------|--|
| Article 15 | Hours of Work, Article 15.02(d), 15.03(a), 15.04(a) and 15.10 |
| Article 23 | Position Abolishment |
| Article 24 | Layoff And Recall |
| Article 25 | Disability and Wellness in the Workplace |
| Article 26 | Long Term Disability (LTD) |
| Article 27 | Health and Dental Plan |
| Article 28 | Insurance (except that Accidental Death and Dismemberment for Board business travel shall apply) |
| Article 29 | Paid Holidays (except that 29.06(a) shall apply) |
| Article 30 | Annual Vacation Leave |
| Article 31 | Special Leave |
| Article 39 | Workers' Compensation Supplement |

- 3.04 Notwithstanding Clause 3.03, an Employee hired for casual employment shall receive:
- (a) Six per cent (6%) of their regular hourly wage earnings in lieu of annual vacation entitlement, Article 30, in addition to their regular hourly wage earnings, and
 - (b) Six per cent (6%) of their regular hourly wage earnings in lieu of paid holidays, Article 29, in addition to their regular hourly wage earnings.

**ARTICLE 4
MANAGEMENT RECOGNITION**

- 4.01 The Union recognizes that all functions, rights, powers and authority which the Board has not specifically abridged, delegated or modified by this Agreement are retained by the Board.
- 4.02 In administering this agreement the Employer shall act in a consistent manner.

**ARTICLE 5
UNION RECOGNITION**

- 5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by Alberta Labour Relations Board Certificate #E153-2004. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.
- 5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.
- 5.03 The Employer will provide bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union and Local information directed to its members and shall be maintained by Local 038. The Employer will work with the Union in establishing the appropriate electronic linkages between the NAIT web page and the AUPE web page. The Employer reserves the right to remove the web page link if the material posted on the AUPE Local website contains information the Employer identifies as inappropriate or damaging to its reputation and image/brand. Upon removal of the identified information from the AUPE Local website the link will be re-established.

- 5.04 The Employer will provide to the Local office space and access to communication services on NAIT main campus to conduct the business of the Local (eg. Email, internet services, inter-office mail and NAIT intranet) without charge. Details regarding the use of NAIT office space will be agreed upon by the Parties by way of a tenant agreement, the terms of which will coincide with the term of the collective agreement.
- 5.05 The Employer will allow the Local and its members use of the internal postal service including a direct bill postal account and will provide the Local and Stewards with individual mailboxes, at no cost, for distribution of Union literature. The Local will provide a list of the names of Stewards at least semi-annually to Materials Management (Internal mail). The Employer will provide each member with an email address and account. The Employer will provide the Local and its members use of the NAIT email system, subject to normal NAIT protocols. The Union and the Local agree to abide by all relevant procedures, required training, protocols and rules in relation to the use of information technology services and occupational health and safety requirements.
- 5.06 An Employee shall have the right to wear or personally display the ordinarily recognized insignia of the Union. Notwithstanding the Employee must comply with Health, Safety and NAIT branding standards.
- 5.07 In administering this agreement, the Union shall act in a consistent manner.

ARTICLE 6 LEGISLATION AND THE COLLECTIVE AGREEMENT

- 6.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, by the Government of Alberta or Canada, or proclamation or regulation shall invalidate or disallow any portion of this Agreement, the remainder of the Agreement shall remain in force.
- 6.02 In the event that any Articles of the Agreement are affected by legislation, these affected Articles shall be renegotiated within ninety (90) days of the change in legislation. Any disagreements concerning the renegotiation shall be subject to Clause 22.08 (Level 3 of the Grievance Procedure).
- 6.03 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer Regulations, Guidelines, Directives or Policies, the Collective Agreement shall supersede the Regulations, Guidelines, Directives or Policies.

ARTICLE 7
UNION MEMBERSHIP AND DUES CHECKOFF

- 7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.
- 7.02 All Employees covered by this Agreement, except those receiving LTDI benefits, shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union dues as set out by the Union from the pay of all Employees covered by this Agreement.
- 7.03 The Employer shall remit electronically the Union dues deducted from the pay of all Employees to an account specified by the Union no later than the end of the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding two (2) pay periods. A report of the deductions remitted is forwarded electronically to the Union and includes particulars identifying each Employee showing Employee number, Employee Name, Address, City, Postal Code, home phone number, start date, long term absence status (LTD, STD, WCB, LOA), Service Date, Dept ID, Job Code, Job Code Description, Job Status, Employee Type (Regular, Temporary, Casual), Gross Pay and the Current Amount of Dues. Further, the Employer shall provide to the Union, once every two (2) pay periods, a list containing the name and last known address of current recipients of Long Term Disability Insurance.
- 7.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.
- 7.05 The Employer shall notify the Local, monthly, of the names of new Employees hired for positions in the Bargaining Unit.
- 7.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8
EMPLOYER / EMPLOYEE / UNION RELATIONS

- 8.01 Local Union membership meetings may be held on Employer premises, subject to prior notification to the Employer. The Local agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement.
- 8.02 The Employer recognizes the Union Steward as an official representative of the Union and acknowledges the right of the Local to nominate and the Union to register Employees in the Bargaining Unit as Union Stewards.

- 8.03 The Union shall determine the number of Union Stewards in the bargaining unit. On a quarterly basis, the Local will provide the Employer with the names of all registered Union Stewards.
- 8.04 (a) The Union and the Employer desire every Employee and Supervisor to be familiar with the provisions of this Agreement. For this reason the Employer and Union shall co-operate in printing sufficient copies of the Agreement for distribution to Employees, and shall share equally the printing costs.
- (b) The Employer will provide new Employees with copies of the Collective Agreement when hired. The Local Chair will provide copies of the Collective Agreement to existing Employees and any other materials the Union deems necessary.
- (c) A new Employee shall be advised of the names and contact information of current Union Stewards and Local Executive by the Chairperson of the Local (or their designate).
- (d) The Employer shall provide the Local with a list of new Employees hired in the bargaining unit and their organizational unit/department at least monthly.

8.05 The following list of reports identified in the Collective Agreement to be provided as outlined:

<u>Report</u>	<u>Provided To</u>	<u>Frequency</u>
Dues Deduction (7.03)	Union	Bi-weekly
LTD Recipients (7.03)	Union, Local	Monthly
New Hires (7.05)	Local	Monthly
Designated Officers (22.03)	Employees, Local, Union	Posting
Seniority List (24.14)	Chairperson of Local	Semi Annually
EI rebate (38.03)	Chairperson of Local	Quarterly
Student Employee	Union	Monthly
Excluded persons	Union, Local	Monthly
Regular Employees	Union, Local	Monthly
New positions	Union, Local	Workflow determined
Casual Employees	Union, Local	Monthly
Temporary Employees	Union, Local	Monthly
WCB Statistical Information	Union, Local	Annually
Retirees	Union, Local	Monthly
Terminations & position abolishments	Union, Local	Workflow determined
Layoffs/ Recalls	Union, Local	Workflow determined

8.06 The Chairperson of the Local or their designate shall be given the opportunity to provide material (e.g. web link, brochure, or pamphlet, etc.) to be included with the regular New Employee Orientation Sessions. This material shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offers to its membership.

**ARTICLE 9
TIME OFF FOR UNION BUSINESS**

9.01 Subject to Clause 9.03, time off, without loss of regular earnings, will be provided to those Employees who have been designated by the Local as authorized Local representatives to conduct official Union business for time spent:

- (a) meeting with representatives of the Employer, not to exceed two (2) of a committee of six (6) members, during the formal negotiating of a Collective Agreement;
- (b) by a Union Steward for the purposes of Employee support including investigating a complaint; in discussing written grievances as outlined in the grievance procedure; and providing representation at a formal disciplinary interview, duty to accommodate meeting, or return to work meeting. Time away from the Steward's workplace shall be done in accordance with Clause 22.12(a);
- (c) attending the Employee Management Advisory Committee meetings, with Local representation of up to six (6) in number;
- (d) meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee;
- (e) attending Employer initiated Employee Assistance Program meetings;
- (f) attending the Employer orientation sessions for new Employees;
- (g) participating in other Employer initiated meetings where the Employer deems that Local representation is required.

9.02 Subject to Clause 9.03, time off, without pay, shall be provided to Union Members on the following basis:

- (a) members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees;
- (b) members designated as delegates representing the Union at Conventions of other Employee organizations;
- (c) members designated to attend Union Seminars and Conferences. It is understood that, wherever possible such Seminars and Conferences will be held outside of normal working hours;
- (d) members of the Union Executive Committee, to attend meetings;
- (e) members of the Provincial Executive of the Union, to attend general meetings;
- (f) members of the Provincial Executive Standing Committees of the Union to attend regular committee meetings;

- (g) members of the Local 038 Bargaining Committee, not to exceed twelve (12) members, three days to prepare for negotiations before the formal negotiations begin;
- (h) four (4) of six (6) members of the Local 038 Bargaining Committee, for time spent meeting with representatives of the Employer during the formal negotiation of a collective agreement and for Union preparatory meetings during these negotiations;
- (i) the Chairperson of the Local shall collectively be relieved of up to ten percent (10%) of a FTE (full time equivalent) to attend to Local Union business.

9.03 In the foregoing provisions time off shall be granted except where operational difficulty will arise. The Union shall provide the Employer's Human Resources Office with a copy of the request for time off. Employees shall provide a minimum of five (5) work days notice when requesting time off under Clause 9.02; however, consideration may be given in cases where the five (5) work days notice is not provided.

9.04 To facilitate the administration of Clause 9.02, the Employer will grant the leave of absence with pay and invoice the Union for the Employee's salary and applicable allowances, or the replacement salary costs, whichever is greater. The Employer shall bill the Union within sixty (60) days of leave of absence and the Union shall make payment within thirty (30) calendar days of the date of receipt of the invoice.

ARTICLE 10 RESPECTFUL WORKPLACE

10.01 The Employer, the Union and Employees are committed to a safe and respectful workplace where workplace violence, discrimination, bullying and harassment are not tolerated. The Parties agree that, for the purposes of this agreement, NAIT's Respectful Workplace Policy and Procedure will be followed.

10.02 The Employer and the Union agree to abide by the *Alberta Human Rights Act*. There shall be no discrimination, restriction or coercion exercised or practised by the Employer or the Union with respect to any Employee by reason of membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned *Act* including age, race, colour, religious or political beliefs, gender, gender identity, gender expression, sexual orientation, mental or physical disability, place of origin, ancestry, marital status, family status, or source of income. For the purposes of the Article, the parties agree that the defenses and definitions of the aforementioned *Act* are applicable.

10.03 The Parties are committed to engage in informal discussion between Employees and their supervisor, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.

- 10.04 As part of the informal resolution, an Employee who has a complaint of workplace violence, discrimination, bullying or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate Supervisor, Manager, Department Head, Human Resources or Union Representative for assistance.
- 10.05 When an Employee submits a formal complaint of workplace violence, discrimination, bullying or harassment, the complaint will be investigated as soon as possible and in accordance with NAIT's Respectful Workplace Policy and Procedure. All Employees are required to cooperate with the investigation and maintain confidentiality.
- 10.06 If the investigation determines that workplace violence, discrimination, bullying or harassment, has occurred, the Employer may impose disciplinary action, up to and including termination.
- 10.07 If the investigation determines that the Employee acted in bad faith in making the complaint of workplace violence, discrimination, bullying or harassment, the Employer may impose disciplinary action, up to and including termination.
- 10.08 The Employer will not tolerate any form of retaliation against an Employee who, in good faith, makes a complaint of workplace violence, discrimination, bullying or harassment. Any alleged retaliation may be considered an act of workplace violence, discrimination, bullying or harassment and, therefore, subject to an investigation under NAIT's Respectful Workplace Policy and Procedure.
- 10.09 Clause 10.02 shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.
- 10.10 The Parties agree that neither Party should be required to defend itself in multiple forums. In the event that an Employee or either Party to this agreement files a complaint under any Alberta statute on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article, the grievance may not be referred to arbitration.

ARTICLE 11 POSITION OPPORTUNITIES

- 11.01 All vacant permanent and temporary positions of six (6) months or greater, in the Bargaining Unit, which are to be filled, shall be posted for a minimum of five (5) work days. For Casual Employees who are appointed to a Temporary Position in accordance with Clause 1.01 (i), the Employer has no obligation to post the position.
- 11.02 The Employer is committed to supporting Employees by providing opportunity for self-development through various NAIT initiatives such as NAIT Tuition Benefit and other opportunities. These initiatives are intended to grow our internal talent.
- Where internal candidates possess the relevant skills, qualifications, and experience for the vacant positions, the Employer agrees to include in the interview process at the very least the highest qualified of the internal candidates.

- 11.03 The Employer, when filling vacancies, will assess and determine the relevant skills, qualifications, experience and suitability of all applicants.
- 11.04 Subject to Clause 11.03, where the Employer determines the relevant skills, qualifications, experience and suitability are equal the most senior internal candidate will be given preference. Seniority for the purpose of this Article is the definition contained in Article 12.
- 11.05 All internal candidates, who were interviewed for a position but were unsuccessful being selected for the position, shall have the ability to request a discussion with Human Resources to receive constructive feedback and advice, relative to their application and interview, for future vacant positions within the organization.
- 11.06 Where a break in service occurs as a result of the termination of a temporary position, the incumbent, subject to satisfactory performance and subject to Clause 3.01(b)(ii) of this Agreement, shall be given preference over external candidates for employment in that temporary position in the event the position is re-established within twelve (12) months.
- 11.07 If, within one (1) month after the appointment of a successful applicant to a position filled through competition:
- (a) the Employee finds that the position is unsuitable, the Employee will be allowed; or
 - (b) the Employer concludes that the Employee is unsuitable for the position, the Employee may be required;
- to transfer back to their former position or to a position with a comparable salary range and category. An Employee transferred under this Clause shall be treated in all respects as if they had remained in their original position.
- 11.08 Permanent Employees who are selected for a temporary position, upon completion of the assignment, will revert to their previous or equivalent permanent position. Such temporary opportunities shall not normally exceed twenty-four (24) consecutive months, except when related to Applied Research activities per the Letter of Understanding – AUPE Employees Engaged in Applied Research Activities.

ARTICLE 12 SENIORITY

- 12.01 (a) “Seniority” means the length of continuous service with the Employer, commencing from the most recent date of hire and within the bargaining unit. A seniority date shall be established for all salaried Employees including all periods of continuous employment as a Permanent, Temporary or Casual Employee.
- (b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established.

- (c) Seniority shall continue to accrue during all approved leaves of absence, and during layoff.
- (d) Seniority shall not apply to casual Employees, however when a casual Employee becomes a Permanent or Temporary Employee, the seniority date shall be established by converting the hours worked since the most recent date of hire to an equivalent seniority date.

12.02 Seniority shall be considered in determining:

- (a) position abolishment, subject to the provisions of Article 23 – Position Abolishment;
- (b) layoffs and recalls, subject to the provisions of Article 24 – Lay-Off and Recall;
- (c) promotions, transfers and filling vacancies subject to the provisions of Article 11 – Position Opportunities.

12.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire based on the provisions of Clause 24.09.

12.04 Seniority lists shall be provided to the Union in accordance with Clause 8.05 and when Position Abolishment or Lay-Offs and Recalls are conducted.

12.05 Should a difference arise regarding an Employee’s seniority, the Employer will provide the Employee with the information used to establish the seniority.

12.06 An Employee who is hired into a position outside of the bargaining unit, but still within NAIT, shall retain, but not accumulate, their Seniority held at the time of the transfer. In the event the Employee subsequently returns to a Regular or Temporary position within the bargaining unit, they shall be credited with Seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit.

ARTICLE 13 PROBATIONARY PERIOD

13.01 All Employees shall serve an initial probationary period of nine (9) months starting on the last date of hire with the Employer. The probationary period is intended to provide an opportunity for the new Employee 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 Employee for the role.

13.02 Exceptions may include:

- (a) An Employee who has previously been employed by the Employer may, at the discretion of the Employer have all or part of such previous employment considered as part of the probationary period as specified for the classification.

- (b) A Temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.
- (c) On conversion from casual to temporary or permanent salaried status with no change in duties, an Employee's accumulated hours worked as a Casual Employee without a break greater than three (3) months that casual service shall be credited towards completion of the probationary period.
- (d) Where an Employee is transferred through competition, reclassified, or promoted before completing their probationary period, the Employer may require that the Employee serve a full probationary period in their new position.
- (e) The period of probation may be extended;
 - (i) by agreement of the Employee's Union Staff Representative and the Employer; or
 - (ii) for periods of approved leaves of absence exceeding twenty-eight (28) calendar days.

13.03 An Employee who is terminated/dismissed while on probation shall not have recourse to the grievance procedure.

ARTICLE 14 ATTENDANCE

14.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for their absence to the immediate supervisor or designate at the Employee's place of work as soon as reasonably possible, but normally at least two (2) hours prior to their normal scheduled start time. Notification by email, text, or voicemail may be an acceptable way of communicating an absence. Each department shall communicate their required way of notification to Employees.

14.02 Should an Employee fail to comply with Clause 14.01, their absence may be considered as unauthorized leave without pay unless they have legitimate reasons for the non-compliance.

14.03 An Employee on authorized leave of absence and/or disability leave for an indeterminate period shall notify the immediate supervisor or designate at the Employee's place of work of their intention to return to work in the following manner:

- (a) an Employee reporting for day work shall normally give notice during the preceding work day;
- (b) an Employee reporting for work on an afternoon or a night shift shall normally give notice no later than noon of the day immediately preceding their return to work.

- 14.04 An Employee who is on a leave of absence for a fixed period of twenty (20) work days or more, and who wishes to return to work prior to the expiration date of that leave of absence shall apply to the immediate supervisor or designate at the Employee's place of work at least five (5) work days prior to the desired date of their return.
- 14.05 An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation if the Employee wishes to resign in good standing.
- 14.06 An Employee who absents themselves from their employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned their position and will be deemed to have resigned, unless it is subsequently shown by the Employee that circumstances beyond their control prevented them from reporting to their place of work or prevented the Employee from contacting their Employer.

ARTICLE 15 HOURS OF WORK

- 15.01 The normal hours of work for Employees covered by this Agreement shall be forty (40) hours per week (eight (8) hours per day) or thirty-six and one-quarter (36¼) hours per week (seven and one-quarter (7.25) hours per day) as specified in the biweekly salary schedule, or the equivalent of the above on a monthly, quarterly, or annual basis.
- 15.02 Shift schedules shall provide for the following:
- (a) daily hours shall not exceed either seven and one-quarter (7.25) hours or eight (8) hours, as per the position into which the Employee was hired;
 - (b) no more than five (5) consecutive days of work per week, with the week commencing on a Sunday;
 - (c) normally two (2) consecutive days of rest;
 - (d) shift schedules shall be posted at least fourteen (14) days prior to the commencement of the first shift;
- 15.03 Where a change is made in a Permanent or Temporary Employee's hours of work with less than twenty-four (24) hours notice, or without mutual agreement between the Employee and Employer, the Employee shall be paid at one and one-half (1 ½ X) times their regular pay for that shift.
- 15.04 **Shift Changes**
- (a) Where a change is made in a Permanent or Temporary Employee's shift schedule, a minimum of fourteen (14) calendar days notice shall be provided. Should this notice not be provided, the Employee shall be paid at one and one-half (1 ½ X) times for all hours worked on the first day of the changed schedule.

- (b) Where a disaster arises (for example: fire, flood), the Employer may make temporary changes as required without notice to the Employee. Such changes will not remain in effect for more than 2 weeks. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.
- (c) Employees in shift-based operations may request a shift change and a list of such individuals will be maintained. When requested shifts become available, they shall be offered to those Employees on the list considering operational factors including seniority. Employees who elect to change their shifts and have agreed to change shifts without normal notice, shall not be eligible for overtime pay for those hours worked.

15.05 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after, to be scheduled based on operational needs with the Employee. An Employee working a period of more than two (2) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall normally be taken at the work site and shall not normally be granted within one (1) hour of commencement or termination of work period.

15.06 A meal period of not less than one-half (1/2) hour and, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.

15.07 An Employee who is directed by their supervisor to remain due to a specific assignment at their station of employment during their meal period, shall be paid for such meal period at the applicable overtime rate or be granted time off in lieu to be taken at a mutually agreeable time.

15.08 An Employee shall not be required, without their agreement, to work a split shift.

15.09 Time spent traveling on authorized business (including Article 9) during an Employee's regularly scheduled shift (or on pre-authorized overtime) shall be considered hours worked and will be paid at the applicable rate of pay.

15.10 A Part-time Employee (permanent or temporary) who requests for personal reasons, and who as a result of such a request, is authorized to work additional daily or weekly hours in excess of their normal shift schedule, shall be compensated for the extra hours worked at straight time rates.

ARTICLE 16 MODIFIED OR AVERAGING AGREEMENTS

16.01 The Parties agree that the Employer may implement, or an Employee may propose an averaging or modified hours of work system under conditions as provided in this Agreement.

- 16.02 (a) Modified hours of work would be a change to start or end times resulting in an increase to the normal daily hours of work and normal weekly hours of work (example: a ten (10) or twelve (12) hour shift rotation or a change to your start or end times and days of rest to become more flexible to meet operational requirements).
- (b) Averaging hours of work would be an increase in daily hours of work with a corresponding reduction in the normal work rotation to facilitate a day off in the pay period or rotation (example: in a bi-weekly pay period, working nine (9) out of ten (10) work days at extended hours to earn the tenth day off with pay).
- 16.03 Where shifts and/or hours of work, as described above, are proposed, the following terms will apply:
- (a) the proposed terms must not result in a gain or loss in benefits or rights under this Agreement, and
- (b) the proposal will not negate any terms in the Agreement; and any modifications must be specified in writing, including the positions or individuals to whom it will apply.
- (c) a proposal may only be implemented where the Union and the Employer's Human Resources Department have agreed, in writing, to how relevant terms and conditions of this Collective Agreement will or will not apply to affected Employees. The majority of the Employees affected must approve the proposal.
- (d) once a proposal has been implemented, the terms may only be changed by mutual agreement of the parties.
- (e) once the proposal has been agreed to, a signed copy will be provided to each affected Employee and each new hired Employee.
- 16.04 If the Employer and a majority of the Employees employed in a work unit propose to adopt an averaging or modified work week system, all Employees employed in that unit may be required to participate in that averaging or modified work week system and Clause 16.07 shall not apply.
- 16.05 The Employer has the sole right to determine the number of Employees who are required to be at work. Upon entering into an averaging or modified work week system, however, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods, and finishing times, in keeping with the Employer's operational requirements. Employees shall have the opportunity to make up lost time during the flex period due to late arrival, subject to the approval of the Employer.
- 16.06 In the event the averaging or modified work week system does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work, in which case Employees shall be provided with an advance notice of one (1) month.

16.07 Subject to Clause 16.04, an Employee who is working according to a modified work system may opt for regular times of work by providing the Employer with an advance notice of one (1) month.

16.08 Where applicable, the provisions outlined in Clause 16.03(c) above shall have full force and effect in lieu of other Articles of this Collective Agreement.

ARTICLE 17 OVERTIME

17.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be pre-authorized, documented by the Employer, and confirmation provided to the Employee. The workload and situations must be discussed by both parties in order for authorization to be given.

17.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. This extra time will not be scheduled. However, if the unscheduled extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause 17.06.

17.03 An Employee, who has been authorized to work overtime, shall be compensated as follows:

- (a) For overtime hours worked on a regularly scheduled work day, at time and one-half (1 1/2x) the Employee's regular hourly salary for the first two (2) hours worked in excess of their regular daily hours and at double (2x) their regular hourly salary for hours worked in excess of two (2) hours.
- (b) For overtime hours worked on day(s) of rest:
 - (i) at time and one-half (1 1/2x) the Employee's regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter, on an averaging work week day off or on their first regularly scheduled day of rest; and
 - (ii) if required to work on the second scheduled day of rest after having worked the first regularly scheduled day of rest, be paid at double (2x) their regular hourly salary for all hours.
- (c) For purposes of this Clause, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this Clause shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.

- (d) For the purpose of applying this article to casual Employees, "day of rest" shall mean the sixth (6th) or seventh (7th) day on which work is assigned within one week.
- 17.04 Compensatory time off with pay in lieu of a cash payment may be earned by the Employee at the applicable overtime rate. Time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within the next six (6) months of the date the Employee works the overtime hours or paid out in cash at the expiration of the six (6) months. Based upon operational requirements, the Employer may extend the six (6) month period by three (3) months in which the Employee has to use their accumulated time off or be paid out.
- 17.05 Notwithstanding Clause 17.04, the six (6) months the Employee has to use their accumulated time off, they shall not be able to accumulate more than thirty-six and one-quarter (36 ¼)/forty (40) hours, as applicable. Accumulated time off in excess of thirty-six and one-quarter (36 ¼)/forty (40) hours shall be automatically paid out to the Employee.
- 17.05 (a) An Employee who is required by the Employer to attend a training course or seminar on their normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
- (b) An Employee who is required by the Employer to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, the Employee shall be paid at straight time rates for the hours spent on training to a maximum of their normal daily hours of work for that period.
- (c) An Employee who is required by the Employer to attend a training course or seminar which necessitates travel outside of the urban area in which the Employee is employed shall be compensated at the applicable overtime rates for the actual hours spent in travel provided such travel time is in excess of their normal daily or weekly hours of work.
- 17.06 Overtime payment or compensatory time off shall be calculated to the nearest quarter (1/4) hour.
- 17.07 Part-time salaried Employees working less than the normal hours of work stated in Clause 15.01 who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time plus six per cent (6%) for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same Class, after which the overtime provisions of Clause 17.06 shall apply.
- 17.08 An Employee who works three (3) hours or more of overtime immediately following the completion of their normal hours of work shall be entitled to an unpaid meal break. The Employee shall be reimbursed for the cost of the meal, on production of receipt in accordance with the NAIT Employee Expenses Reimbursement Procedure.
- 17.09 Where Employees are working flexible hours, or a modified work week, the terms and conditions as provided in Article 16 of this Agreement shall apply.

**ARTICLE 18
ADDITIONAL EARNINGS/PAY**

Shift Differential/Weekend Premium

- 18.01 Where, because of operational requirements, an Employee is scheduled to work shifts (afternoons or nights), that Employee shall receive one dollar and eighty-five cents (\$1.85) per hour for working a shift where the majority of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.
- 18.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article 15. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if the Employee works a minimum of four (4) hours within the period of 4:00 p.m. and 8:00 a.m.
- 18.03 An Employee who works Saturdays or Sundays as part of their regularly scheduled work week, shall receive a weekend premium of one dollar and fifty cents (\$1.50) per hour for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.
- 18.04 Where applicable, an Employee shall receive both shift differential and weekend premium. At no time shall shift differential or weekend premium be included with the Employee's regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits, other than pension, nor shall shift differential or weekend premium be paid with respect to any hours paid at overtime rates.

Call Back

- 18.05 Subject to Clause 18.07, when an Employee is called back to work by their supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, the Employee shall be paid at the applicable overtime rate for hours worked pursuant to Article 17 and in no instance shall more than one provision apply. For such call back on a paid holiday, the rate of pay shall be time and one half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter.
- 18.06 Subject to Clause 18.07, an Employee who is called back to work one or more times within a two (2) hour period, and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be paid at straight time for a minimum of three (3) hours.
- 18.07 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is contiguous with a normal working period.

Reporting Pay

- 18.08 A casual Employee shall be paid a minimum of three (3) hours pay at the Employee's hourly rate when an expected work period is cancelled with less than twenty-four (24) hours notice.

Standby Pay

- 18.09 When an Employee is designated to be immediately available to return to work during a period in which the Employee is not on regular duty, they shall be paid the amount of one-half (1/2) hour's pay at their regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or major portion thereof.
- 18.10 When an Employee, while on standby, is unable to report to work they shall notify the Employer of their unavailability to fulfill their obligations. No standby pay shall be granted for any periods of standby in which the Employee is unavailable.
- 18.11 When an Employee is called back to work during a period in which they were on standby, they shall be compensated pursuant to Clause 18.09 for the hours they were on standby and paid pursuant to Clauses 18.05, 18.06 and 18.07 for the hours worked on call back.
- 18.12 An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff is available.

Telephone Consultation

- 18.13 When an Employee, who has been assigned to an on-call duty or is off-duty, is consulted by telephone and is authorized to handle client-related matters without returning to the work place, the following will apply:
- (a) An Employee who has not completed seven and one-quarter (7¼) hours of work in the day or thirty-six and one-quarter (36¼) hours of work during the week shall be paid at their basic rate of pay for the total accumulated time spent on telephone consultation(s), and corresponding required documentation. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation is less than thirty (30) minutes, the Employee shall be compensated at their basic rate of pay for thirty (30) minutes.
 - (b) An Employee who has completed seven and one-quarter (7¼) hours of work in the day or thirty-six and one-quarter (36¼) hours of work during the week shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s) and corresponding required documentation. If the total accumulated time spent on a telephone consultation(s) and corresponding required documentation is less than thirty (30) minutes, the Employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

ARTICLE 19
ACTING INCUMBENT

- 19.01 To receive acting incumbency pay, an Employee shall be designated by the responsible manager to perform the principal duties of the higher level position for a minimum period of three (3) consecutive work days, during which time the Employee may also be required to perform some of the duties of their regular position. On completion of the minimum three (3) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the three (3) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.
- 19.02 Where an Employee is designated to be an acting incumbent in a position, their salary may be determined in accordance with the following provisions:
- (a) if the Employee is designated to act in a position in a classification with an assigned grade the maximum of which is less than one (1) increment higher than the maximum of their current grade assignment, the Employee's acting salary shall be the lowest period in the new grade that exceeds their current salary provided the maximum salary assigned the classification is not exceeded;
 - (b) if the Employee is designated to act in a position in a classification with an assigned grade the maximum of which is at least one (1) increment higher than the maximum of their current pay grade assignment, the Employee's acting salary shall be the lowest period in the new grade that exceeds their current salary except if the increase is less than one (1) increment, in which case their salary shall be adjusted to the period next higher than the lowest period that exceeds the Employee's current salary provided the maximum salary assigned the classification is not exceeded;
 - (c) if the Employee is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, their salary is that period in the new grade which is higher than the current salary, except if this increase is less than four percent (4%) in which case the Employee's salary is the next higher period.
- 19.03 It is understood that normally only one acting incumbent may be designated as a result of any one (1) Employee's absence.
- 19.04 When an Employee who has been the acting incumbent of another position returns to their regular position, the Employee's salary and merit increment date shall be readjusted to that which would have been in effect if they had continuously occupied that position.
- 19.05 The designation of acting incumbency shall normally not exceed a period of six (6) months.

19.06 Where an Employee covered by the NAIT/AUPE Collective Agreement is required on a temporary basis, to act in the capacity of an Academic, Management, or Excluded position, they shall continue to be governed by the NAIT/AUPE Collective Agreement, with no loss in pay, benefits or compensation. The Employee's salary shall be governed by the applicable salary schedule for Academic, Management, or Excluded positions.

**ARTICLE 20
HUMAN RESOURCES FILE**

20.01 If an Employee has been subjected to disciplinary action, after twenty-four (24) months of continuous service from the date that the disciplinary action was invoked, the Employee's Human Resource file shall be considered to be purged of any record of the disciplinary action providing:

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

20.02 The Employee shall be provided with a copy of all documents that pertain to disciplinary action or performance of the Employee at the time they are placed on their Human Resource file.

20.03 No documents shall be introduced from the Employee's Human Resource file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 21.03 of this Agreement.

20.04 Access to their Employee's Human Resource File shall be provided to the Employee or their authorized representative, upon request once in every year and in the event of a grievance or complaint. The Employee may request a representative of the Union to be present at the time of such examination.

20.05 The Human Resource file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to the interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance, WCB information or an assessment of an Employee pursuant to the Employee Assistance Program shall be contained in this file.

20.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the Employee's Human Resource file shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Arbitration, the award of that tribunal shall be final and binding upon the Employer and the Employee, and the Employee's Human Resource file shall be amended to reflect that award.

**ARTICLE 21
DISCIPLINARY ACTION**

- 21.01 An Employee may be disciplined or dismissed on the basis of just cause by the President or their authorized designate.
- 21.02 The Employer follows a progressive process of discipline. Discipline shall be administered in a timely manner. Therefore managers and supervisors should first meet with an Employee to communicate concerns about an Employee's performance or conduct. The process will be followed in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.
- 21.03 When disciplinary action is taken against an Employee, that Employee and the Union Steward and/or Union Representative shall be informed in writing as to the reason(s) for such action at the disciplinary meeting. The Employee and the Union Steward and/or Union Representative shall be provided with a copy of all written reprimands or written notices of other disciplinary action or correspondence pertaining to the conduct or performance of the Employee.
- 21.04 The Employer or designated agent(s) shall disclose all information or documentation concerning the dispute, the investigation or discipline at the earliest possible opportunity.
- 21.05 An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union Representative and/or Union Steward of their choosing. Normally an Employee shall receive at least twenty-four (24) hours notice of such meetings. Notwithstanding the Employee's choice of union representative, it shall not delay the interview from occurring after the twenty-four (24) hours notice is provided to the Employee. Upon mutual agreement between the Union Steward and/or Union Representative and the Employer, the twenty-four (24) hours notice of the interview may be extended.

**ARTICLE 22
GRIEVANCE PROCEDURE**

- 22.01 In this Article:
- (a) "Demotion" means a transfer to a position with a lower maximum salary;
 - (b) a grievance is a complaint regarding:
 - (i) alleged unjust treatment;
 - (ii) alleged unfair working conditions;
 - (iii) discipline of a casual Employee;
 - (iv) alleged discrimination as defined by Article 10;

- (v) any other disciplinary action involving financial penalty, other than one described in (b)(iii) above;
- (vi) the application, interpretation or any alleged violation of this Agreement; or
- (vii) any other matter involving financial penalty other than one described in (b)(iii) above.

Grievances on Clause 22.01(b)(iii) above may be processed through Levels 1 to 2 inclusive.

22.02 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 when an appeal procedure is already provided for, including but not limited to, the position classification procedure.

22.03 The Employer shall advise all Employees of the Institute's Designated Officers on the NAIT Human Resources website.

22.04 **Informal Discussion**

- (a) An Employee should first discuss the subject of the alleged grievance with their immediate Supervisor in an attempt to resolve the matter. A Union Steward, or Union Representative at the request of the Employee, may accompany and assist the Employee at this stage. Time off, without loss of regular earnings, will be provided to a complainant or grievor for the purpose of meeting with their Steward, immediate Supervisor or a Designated Officer in an attempt to resolve a complaint or grievance in accordance with the foregoing or Clause 22.05.
- (b) The parties shall disclose any and all information/documentation concerning the dispute at the earliest possible opportunity.

22.05 **Formal Discussions**

The Employer or the aggrieved may request that a written grievance be discussed at any of Levels 1 to 2 inclusive of the Grievance Procedure. The aggrieved's request for discussion shall not be unreasonably denied. Any denial of a written request for discussion shall be in writing, and shall include the reason for denial. This discussion shall be recognized as the Employee's opportunity to clarify the circumstances surrounding their grievance. A Union Steward or Union Representative shall be allowed to be present at any of these discussions, if desired by the aggrieved, in order to assist the aggrieved at this stage.

22.06

Level 1

- (a) When an Employee wishes to pursue a grievance, the Union must submit it in writing within fourteen (14) days of the date upon which the subject of the grievance occurred, or of the time when the Employee first became aware of the subject of the grievance. The grievance must be addressed to the Designated Officer at Level 1 and sent via e-mail: grievance@nait.ca. If a copy of the grievance must be sent via mail, it will be sent to Human Resources.
- (b) The Designated Officer at Level 1 shall meet with the grievor and the Union Steward or Union Representative and shall submit a written reply to the Employee within fourteen (14) days of the receipt of the grievance.

22.07

Level 2

- (a) When an Employee is not satisfied with the answer or settlement received from the Designated Officer at Level 1 and wishes to pursue the grievance, the Union must advance the grievance to the Designated Officer at Level 2 submitting it directly via email: grievance@nait.ca. If a copy of the grievance must be sent via mail, it will be sent to Human Resources.
- (b) A submission at Level 2 must be made within fourteen (14) days of the receipt of the reply of the Designated Officer at Level 1.
- (c) The Designated Officer at Level 2 shall meet with the grievor and the Union Steward or Union Representative and shall submit a written reply to the Employee within fourteen (14) days of the receipt of the grievance at Level 2.
- (d) For the purpose of this procedure, the decision given by the Designated Officer at this level shall be final and binding upon the Employee if the grievance is a "class of grievance" described in Clause 22.01(b)(i), (ii), or (iii).

22.08

Level 3

- (a) If the grievance is a "class of grievance" described in 22.01(b)(iv), (v), (vi) or (vii), and if an Employee is not satisfied with the answer or settlement they received from the Designated Officer at Level 2, and wishes to pursue their grievance the Union must submit the grievance for arbitration to a three (3) person Arbitration Board. The Union shall notify the President of NAIT in writing of a submission of an alleged grievance to an Arbitration Board for arbitration. Such notification shall include a copy of the alleged grievance and contain the name of the Union's appointee to the Arbitration Board.
- (b) A submission to pursue the grievance at Level 3, together with the written approval of the President of the Union, must be made within fourteen (14) days of the receipt of the reply at Level 2. Such submission shall be by email at grievance@nait.ca. If a copy of the grievance must be sent via mail, it will be sent to Human Resources.

- (c) The President, or their authorized designate, shall, within fourteen (14) days of the receipt of the notification in Clause 22.08(a), inform the Union of their appointee to the Arbitration Board.
- (d) The President's appointee and the Union's appointee shall, within fourteen (14) days of the appointment of the second of them, appoint a mutually acceptable third person who shall be the Chair of the Arbitration Board.
- (e) If the two appointees fail to agree upon a Chair within the required time limit the appointment shall be made by the Chair of the Labour Relations Board upon application by either party upon five (5) work days notice to the other.
- (f) The President's appointee to the Arbitration Board shall not be an Employee of the Institute who is included in a Bargaining Unit.
- (g) The President of the Union's appointee to the Arbitration Board shall not be an Employee of the Institute who is included in a Bargaining Unit.
- (h) The Employer and the Union shall each bear the total costs of its appointee to the Arbitration Board. Such costs shall include but not be limited to all expenses. The Parties to this Agreement shall bear in equal proportion the expenses and allowance of the Chair of the Arbitration Board.
- (i) The President shall grant the aggrieved leave of absence for the purpose of attending the hearing provided that the leave of absence shall be only for the purpose of attending the hearing and shall have stipulated time limits.
- (j) The leave of absence stipulated in Clause 22.08(i) shall be with pay, except where dismissal of an Employee is upheld by the Arbitration Board no reimbursement for pay shall be allowed.
- (k) The expenses of witnesses called by the Chair of the Arbitration Board on the Chair's own initiative shall be shared on an equal basis by the Employer and the Union.
- (l) The Arbitration Board shall neither add to, detract from, nor modify the language of any Article of this Collective Agreement.
- (m) The Arbitration Board shall expressly confine itself in its award to the precise issue submitted to the Arbitration Board and shall have no authority to make a decision on any other issue not so submitted to it.
- (n) Where disciplinary action against an Employee is involved the Arbitration Board may vary the penalty as the Arbitration Board considers fair and reasonable.
- (o) Upon being appointed, the Chair of the Arbitration Board shall convene an Arbitration Board as soon as possible and advise the Parties of the hearing date. At the Arbitration Board hearing, the Employer may be represented by the President or their designate(s), the grievor may be represented by the President of the Union or their designate(s) or such other person(s) as are acceptable to the aggrieved.

- (p) The decision of the majority of the members of the Arbitration Board is the award of the Arbitration Board, but, if there is no majority, a decision of the Chair of the Arbitration Board governs and the decision is the award of the Arbitration Board.
- (q) The Chair of the Arbitration Board shall normally submit a report on the findings and the decision of the Arbitration Board within thirty (30) days following the completion of the hearing to:
 - (i) the President;
 - (ii) the President of the Union; and
 - (iii) the aggrieved.
- (r) Where the Arbitration Board is unable to comply with the time limit in (q) above, the Chair of the Arbitration Board shall notify all Parties concerned in writing.
- (s) The decision of the Arbitration Board shall be final and binding on all Parties.

22.09

Time Limits and Procedures

- (a) When the Union fails to process a grievance within the time limits and procedures specified in Clauses 22.06, 22.07, 22.08, and 22.11 the Employee shall be deemed to have abandoned the grievance.
- (b) When the party receiving a grievance fails to process the grievance within the time limits specified in Clauses 22.06, 22.07, 22.08, or 22.11, the aggrieved shall automatically be eligible to advance the grievance to the next higher level, except that to advance to the 3rd level a grievance must be a grievance as defined pursuant to Clause 22.01(b)(iv), (v), (vi) or (vii).
- (c) All correspondence between the respondents to the grievance or their representative and the Employee and their representatives shall be carried out electronically via e-mail utilizing grievance@nait.ca. If a copy of the grievance must be sent via mail, it will be sent to Human Resources.
- (d) When a grievance is processed by email, the grievance shall be deemed to have been submitted on the day on which it was received by the Employer and the Designated Officer shall be deemed to have submitted a reply on the date on which the letter containing the reply was received by the authorized representative of the Union. The time limit within which the aggrieved may submit the grievance to the next higher level shall be calculated from the date on which the Designated Officer's reply was electronically sent to the authorized Union representative.
- (e) The time limits between levels or the time limits to initially file a grievance may be extended by mutual agreement of the Union and the Employer's Human Resources Office, and such agreement shall be in writing. A request for an extension of time limits will not be unreasonably denied.

22.10

Replies by Designated Officers

The reply from the Designated Officer at each level of the grievance procedure shall contain the reason(s) for acceptance or denial of the grievance and shall be electronically sent via e-mail to the authorized Union representative with a copy sent to the grievor either by e-mail or mail.

22.11

Variance from Normal Grievance Procedure

- (a) A grievance may be advanced beyond Level 1 to Level 2 by mutual agreement of the Employer's Human Resources Office and the Union but such agreement shall be in writing.
- (b) In a case of a difference arising from demotion, suspension or dismissal, the grievance shall initially be presented at Level 2 except where the President or their authorized designate notifies the Employee involved in the difference that they may present their grievance at Level 3.
- (c) When it is decided that a grievance will be heard initially at Level 2 or 3 pursuant to Clause 22.11(b), a submission to Level 2 or Level 3 if appropriate, must be made by the Union within fourteen (14) days of receipt of the written communication notifying the Employee of the demotion, suspension, or dismissal.
- (d) When a grievance, other than a case of a difference arising from the dismissal or termination of a probationary Employee as described in Clause 22.01(c)(iii), is heard initially at Level 2 pursuant to Clause 22.11(b) and the Employee is not satisfied with the answer or settlement the Union may submit the Employee's grievance to Level 3, but such submission must be made within fourteen (14) days of receipt of the written decision of the Designated Officer at Level 2.

22.12

Meetings During Grievance Procedure

- (a) A Union Steward shall not leave their place of work to discuss a grievance with representatives of the Employer or an Employee during working hours without first obtaining permission from their immediate supervisor to do so.
- (b) An Employee who wishes to discuss their grievance with representatives of the Employer at any level of the grievance procedure shall obtain the permission of their immediate supervisor before leaving their place of work for this purpose and shall report back to their immediate supervisor before resuming their normal duties.
- (c) An authorized Union Representative shall not enter a place of work to discuss a grievance with an Employee or Employees without first obtaining permission from the Employer's Human Resources Office to do so.

22.13

Group Grievances

A group grievance may be initiated by more than one (1) Employee provided that all Employees are grieving the identical issue and all Employees who are grieving have signed the initial grievance form. Grievances initiated by more than one Employee and meeting the above criteria shall be dealt with in accordance with Clauses 22.01 to 22.12 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 the grievance by signing and submitting any subsequent conveyance forms.

22.14

Policy Grievances

- (a) Either the Institute or Union 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 Union. A policy grievance commences at Step 2 of the grievance procedure (or the Union President, should the grievance be filed by the Employer). The grievance must be filed, in writing, within fourteen (14) days of the aggrieved Party first becoming aware of, or reasonably should have become aware of, the event leading to the grievance.
- (b) A grievance shall describe all the details of the matter being grieved, including the specific Article or Clause(s) of the Agreement allegedly violated and the corrective action requested.
- (c) When a grievance is received by the President or the President of the Union, as the case may be, a written response signed by the President or the President of the Union, as the case may be, shall be provided within fourteen (14) days of receipt of the grievance. Such response shall be sent electronically via e-mail. If a copy of the grievance must be sent via mail, it will be sent to Human Resources.
- (d) If the response under Clause 22.14(c) does not resolve the grievance, the President or the President of the Union, as the case may be, may, within fourteen (14) days of receipt of the written response, present the grievance to the Arbitration Board who shall hear the matter in accordance with Clause 22.08(a) and 22.08(c) to 22.08(s) inclusive. Such submission shall be sent electronically via e-mail. If a copy of the grievance must be sent via e-mail, it will be sent to Human Resources.
- (e) The time limits between levels or the time limits to initially file a grievance may be extended by mutual agreement of the President and the President of the Union, and such agreement shall be in writing.
- (f) When the aggrieved fails to process a grievance within the time limits and procedures specified in Clause 22.14(a) or 22.14(d), the aggrieved shall be deemed to have abandoned the grievance.
- (g) When the party receiving a grievance fails to process the grievance within the time limits specified in Clause 22.14(c), the grievance may be submitted to the Arbitration Board in accordance with Clause 22.14(d).

**ARTICLE 23
POSITION ABOLISHMENT**

23.01 Position Abolishment occurs when the Employer eliminates a position, occupied by a salaried Employee, that it does not intend to reestablish in the foreseeable future.

23.02 For purposes of this article, the following definitions shall apply:

- (a) “similar Employees” - two or more Employees having a common status performing the same or similar functions within a classification, and in the same work unit. Following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.
- (b) “permanent Employee” - an Employee in the permanent service who has successfully completed their probationary period;
- (c) “work unit” - all of the Employees in any part of NAIT that are under the control of one, but not more than one, Level I Designated Officer as defined in Article 22.
- (d) “continuous service” – is a period of unbroken service with the Employer, in a non-bargaining unit or bargaining unit position, including periods of approved leaves of absence.

23.03 **Consultation Prior to Involuntary Position Abolishment**

The Institute shall consult with the Union as soon as reasonably possible and, at a minimum, at least seven (7) days in advance when position abolishment is anticipated in an effort to explore alternatives to minimize the impact of the decision. The consultation will include the anticipated scope, impact, timing, and transitional arrangements relating to position reductions. The Union will respect the confidentiality of any information provided by the Employer, until the Employer has notified the affected Employee(s).

23.04 **Sequential Process to Achieve Necessary Reductions**

In the event of anticipated position abolishment(s) the Parties agree to implement and utilize the following sequence to achieve the necessary position reductions:

- (a) Step I – release of casual, temporary, and/or probationary Employees
- (b) Step II – voluntary separation of permanent Employees
- (c) Step III – involuntary separation of permanent Employees

Deviations from this sequence are possible with written agreement between the Employer and the Union.

23.05

Step I – Release of Casual, Temporary and/or Probationary Employees

In the event of anticipated position abolishment(s) the Employer will release casual, temporary and/or probationary Employees in the affected work unit to achieve the necessary position reduction(s).

Exceptions are possible with written agreement between the Employer and the Union.

23.06

Step II – Voluntary Separation of a Permanent Employee

If the necessary reductions in staffing in the applicable work unit are not achieved following the implementation of Step I, the Employer will determine and implement a voluntary separation program for all eligible affected permanent Employees in the bargaining unit. To be eligible, the volunteer's position must be able to be filled by the Employee whose position is being abolished. The Employer will determine eligibility based on classification, qualifications, experience and abilities.

Employees must be actively at work to be considered for the Voluntary Separation Program.

If there is more than one (1) Employee whose position is being abolished and where the Employer has determined their classification, qualifications, experience and abilities are equal to those of the volunteer, the most senior Employee whose position is being abolished will be able to transfer to the volunteer's position.

The above noted provisions will take effect thirty (30) calendar days from date of ratification.

The Parties agree that the primary purpose of a Severance Program is to recognize the contribution of Employees, to allow Employees to leave the system with dignity, to minimize disruption, and to ensure the quality and continuity of services.

The Employer may enter into agreement with one or more permanent Employees who volunteer their positions for abolishment. The Severance Program will be open to all eligible affected permanent Employees within the bargaining unit with the following provisions:

- (a) subject to operational requirements and where the relevant classification, qualifications, experience and abilities are equal amongst those Employees wishing to take severance and there are more volunteers than there are positions to be eliminated, severance shall be granted in order of seniority.
- (b) immediately following the granting of an Employee's request for voluntary separation, the Employer will provide the Union written notice of the decision.
- (c) the length of the notice period shall not exceed eleven (11) weeks.

- (d) at any time during the notice period, the Board may direct an Employee not to report for work.
- (e) an Employee who voluntarily enters into an agreement with the Institute will be deemed to have resigned and is eligible for the notice and severance provisions of Clause 23.12.
- (f) at the end of the notice period, the Employee will receive severance pay in accordance with the provisions of Clause 23.12.

23.07

Step III Involuntary Separation of a Permanent Employee

If the necessary reductions in staffing have not been achieved following the release of casual, temporary, and probationary Employees, as well as the granting of voluntary separation requests from eligible Employees, the Employer will then implement an involuntary separation program for all eligible permanent Employees in the affected work unit.

When the position of a permanent Employee is to be abolished, the Employer shall provide the Employee written notice of eleven (11) weeks in advance of the date of position abolishment.

During the period of notice of position abolishment, the Employer will allow the affected Employee a reasonable amount of time off with pay to be interviewed by prospective Employers.

All Employees of the affected work unit shall be notified of the number of positions to be abolished. The positions of similar Employees in the affected department or program shall be abolished in reverse order of seniority where the qualifications, experience, and ability of the similar Employees are equal. Subject to Employee qualifications, prior to the end of the notice period, and in order of seniority the Employer shall:

- (a) offer affected Employees any vacant permanent positions at the same classification and pay level within the bargaining unit. Such Employees who accept the offer shall have no further rights with respect to Article 23 as it relates to their former position, or;
- (b) offer affected Employees any vacant permanent positions at a lower classification and pay level at the rate of pay established for the lower level position within the bargaining unit. Such Employees who accept the offer shall have no further rights with respect to Article 23 as it relates to their former position, and the salary of such an Employee shall be maintained over range for the duration of the remaining, eligible notice and severance period. At the end of this period the salary will be set at the rate of pay established for the lower level position, or;
- (c) offer affected Employees any vacant temporary positions at the same classification and pay level within the bargaining unit. Such Employees who accept the offer shall be eligible for the severance provisions of Clause 23.12 at the expiration of the temporary position, or;

- (d) offer affected Employees any vacant temporary positions at a lower classification and pay level at the rate of pay established for the lower level position within the bargaining unit. Such Employees who accept the offer shall be eligible for the severance provisions of Clause 23.12 at the expiration of the term of the temporary position for which they accepted under this Article.

Once an Employee accepts a position in accordance with Clauses 23.07 (a),(b),(c), or (d) they will not be offered further vacant positions during their eleven (11) week notice period.

23.08 An Employee eligible to be placed in accordance with Clause 23.07 shall first participate in a consultation meeting between the affected Employee, the Employer, and the Union, at which time the Employer will advise the Employee of their retention options. Following the meeting, the Employee shall have three (3) working days to advise the Employer of their decision to accept or reject the offer.

Qualified Employees who decline offers of employment under Clause 23.07(a) are deemed to have resigned, shall forfeit all rights under Article 23 including severance pay and shall be released at the end of the notice period. Qualified Employees who decline offers of employment under Clause 23.07(b), (c) and (d) will remain eligible for the provisions of Clause 23.10.

Employees who accept offers of employment under Clause 23.07(b), (c) and (d) and who, after working in the position for the equivalent of three (3) months of fulltime hours and where the Employer has deemed them to be unsuitable, will upon termination receive severance, as per Clause 23.12 and benefits as outlined in Clause 23.10.

23.09 **Severance Pay**

An Employee who has not been offered a position in accordance with Clause 23.07, or who declines an offer of employment per Clause 23.08, shall be released from employment at the end of the notice period.

23.10 Where a permanent Employee is released pursuant to Clause 23.08, or where a permanent Employee accepts a position under Clause 23.07(c) or (d):

- (a) the Employee shall receive severance pay based on the position from which they were abolished in accordance with the table in Clause 23.12, or any limitations specified under Clause 23.07(c) or (d) at the rate of pay in effect at the date of abolishment notification, and
- (b) the Employee shall be eligible to access NAIT courses in accordance with NAIT's Tuition Waiver Procedure for Redundant/Abolished Employees, and

- (c) the Employee shall be eligible for reimbursement for a period of twelve (12) months from the date the notice of position abolishment is served, to a maximum of five hundred dollars (\$500) for expenses incurred for retraining, career counselling, and/or job search assistance. This assistance shall be in addition to any payment entitlement for which the Employee may be eligible under Clause 23.12, and
- (d) the Employer and the Union shall jointly explore other sources of assistance such as special federal funding for retraining and job search.

23.11

Re-employment

If an Employee is released pursuant to Clause 23.09 and is subsequently rehired by the Board, that Employee shall, as a condition of re-employment, repay to the Board the total amount (if any) by which the amount paid to them under Clause 23.12 exceeds the product of their regular biweekly rate of pay and the number of pay periods between the dates of their release and their re-employment. An Employee rehired under this Article shall be considered to have been on leave without pay and to have maintained continuity of service.

23.12

Notice and Severance

<u>Years of Continuous Service</u>	<u>Notice (Weeks)</u>	<u>Severance (Weeks)</u>	<u>Total (Weeks)</u>
1	11	0	11
2	11	0	11
3	11	2	13
4	11	4	15
5	11	7	18
6	11	10	21
7	11	13	24
8	11	16	27
9	11	19	30
10	11	22	33
11	11	25	36
12	11	28	39
13	11	31	42
14	11	34	45
15 or more	11	40	51

**ARTICLE 24
LAY-OFF AND RECALL**

24.01

This article does not apply to the layoff of casual Employees nor can the provisions of this article be used for the purpose of budget reduction strategies such as the implementation of involuntary furlough days for Permanent and Temporary Employees.

24.02

Employees may be laid off in accordance with the provisions of this Article. Layoff is defined as a temporary separation from employment with anticipated future recall. The article does not apply to permanent recurring positions.

- 24.03 For purposes of this article the following definitions shall apply:
- (a) "similar Employees" - two or more Employees having a common status and hours of work performing the same or similar functions within a classification, and in the same work unit. At its discretion, and following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.
 - (b) "permanent status" - status given to Employees occupying a permanent position.
 - (c) "temporary status" - status given to Employees occupying a temporary position.
 - (d) "permanent Employee" - a permanent status Employee who has successfully completed their probationary period.
 - (e) "work unit" - all of the Employees in any part of NAIT that are under the control of one, but not more than one, Level I Designated Officer as referred to in Article 22.
- 24.04 Except in circumstances beyond the reasonable control of the Employer, and subject to Clause 24.12, Employees shall be given not less than the following written notice of layoff or, at the discretion of the Employer, be paid at their regular rate in lieu of part or all of the required notice period:
- (a) Four (4) weeks for Employees having permanent status;
 - (b) Two (2) weeks for Employees having temporary status.
- Once notice of layoff has been provided, the Employer and an Employee may, in writing, agree to defer the effective date of layoff without any further notice period.
- 24.05 Normally, based on standard practice, among Employees performing the same or similar functions and having the same or similar hours of work in the same classification within a work unit, Casual Employees shall be released before Employees with temporary status, who shall in turn be laid off prior to the layoff of any Employees having permanent status. In determining which of similar Employees are to be laid off, the Employer shall take into account each Employee's record of service, including seniority. The application of this clause is subject to the qualifications, experience and ability of those to be retained to perform the work remaining to be done. Where the qualifications, experience and ability of those retained are relatively equal, seniority shall be the deciding factor.
- 24.06 Any portion of the probationary period that has not been served at the time of layoff shall be served subsequent to recall.
- 24.07 Subject to Clause 24.12, in determining which of similar Employees are to be recalled to positions within a classification and work unit, the order of recall of such similar Employees shall be the reverse of the order of layoff, provided the Employee recalled is qualified and able to perform the work that is available.

- 24.08 An Employee shall be responsible for providing the Employer with their current phone number and address for recall purposes.
- 24.09 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:
- (a) when the Employee resigns or employment is properly terminated; or
 - (b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, in accordance with notice by registered mail or receipted courier service, unless circumstances beyond their control prevent their return to work; or
 - (c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.
- 24.10 If a permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, they shall be entitled to severance pay in the amount set out in Article 23. Severance pay shall not be paid under this Article to an Employee who resigned, retired, failed to return to work when recalled, or whose employment was terminated for just cause.
- 24.11 A permanent Employee whose position is abolished while they are on layoff is entitled to the rights and options provided in Article 23.
- 24.12 The filling of a vacancy on a temporary basis for a term shorter than the notice period stated in Clause 24.04(a) shall be exempted from the provisions of this article.
- 24.13 This Article shall supersede the provisions of Clause 11.04.
- 24.14 The Employer shall develop and maintain seniority lists of Employees with temporary and permanent status, showing the Employee's name, status, and length of service. Such lists shall be provided to the Local 038 Chairperson semi-annually, or more frequently where operations require.

**ARTICLE 25
DISABILITY AND WELLNESS IN THE WORKPLACE**

General

- 25.01 The Employer, the Union and the Employee recognize the value of Employees maintaining their overall wellness to ensure that they can attend work on a regular and meaningful basis. Further, the Employee is responsible for providing appropriate medical documentation as required.
- 25.02 The Employer, the Union and the Employee are jointly committed and will work together to safely accommodate and re-integrate an Employee who has suffered an illness, a disability and/or a work related injury or illness accepted by the Worker's Compensation Board, in their return to full or modified or restricted work assignments (i.e. hours of work or job tasks).

Proof of Medical Condition

- 25.03 Where the Employee must pay a fee for proof of illness, medical treatment, attendance at medical appointments and/or completion of Medical Fitness for Work Certificate Forms, the fee shall be paid by the Employer, except as stipulated in Clause 25.05.
- 25.04 (a) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupational accident or quarantine when circumstances make it reasonable to do so.
- (b) The Employee may be required to provide proof of illness and subsequent medical treatment upon return to work where reasonable doubt exists in respect to the purpose of an absence claim due to illness. An Employee shall be advised of the requirement to provide a medical certificate prior to their return to work.
- (c) The Employer may require the Employee to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend such appointments. Time off to attend medical, dental, physiotherapy or optical appointments requires prior authorization from the Employer and will be scheduled by the Employee in an attempt to least interfere with the Employer's operations. Time off also includes any travel time. The above-mentioned authorization shall not be unreasonably denied.
- 25.05 The Employee shall provide a medical certificate at their own expense, for any absence under General Illness. The medical certificate will indicate the name of the Physician, dates seen by the Physician, confirmation the Employee suffers from an illness, disability or injury, the expected duration of the illness, disability, or injury and that the illness, disability, or injury prevents the individual from performing full or modified duties and/or full or modified hours of work.
- 25.06 For General Illness claims greater than ten (10) days, the Employer may require the Employee to have their physician submit medical evidence utilizing a Medical Fitness For Work Certificate Form which will respect and align with the Employee's right of privacy indicating that the Employee is disabled from full or modified duties and/or full or modified hours of work.
- 25.07 An Employee who is to be absent for surgery or other similar prearranged medical attention shall provide the Employer with as much advance written notice as possible as to the expected dates of departure from work and return to work associated with such medical attention.

Confidentiality of Medical Information

- 25.08 (a) The confidentiality of health and medical information of Employees is recognized by the Employer and the Union. Therefore, the parties who have access to this information shall ensure its confidentiality.
- (b) The Employer and the Union also agree that medical information of an Employee shall not be divulged to a third party without the consent of the Employee or as otherwise required by law.

25.09 The Employer agrees that the storage of Employee health information shall be separate from Human Resources files and that access shall be given only to persons authorized to access the information.

Fitness To Return To Work

- 25.10 (a) When an Employee has been on General Illness for eight (8) weeks or longer, or Long Term Disability Leave and is able to return to work and capable of performing the full duties and hours of their position, shall provide the Employer with fourteen (14) days written notice of their readiness to return to work. If medically supported, a temporary modified return to work plan may be implemented by the Employer.
- (b) When an Employee has been on General Illness for eight (8) weeks or longer, or on Long Term Disability Leave and is incapable of performing the full duties and/or hours of their position, they shall provide the Employer with twenty-eight (28) days written notice of their readiness to return to work along with physician documented permanent restrictions and limitations of duties and/or hours.
- (c) In accordance with Clause 25.02 and Clause 25.09, the Employer, the Union and the Employee will work together within the Ability Management Process in returning Employees to full, modified and/or flexible duties as required. The parties will ensure appropriate Case Management meetings are held, documented and supported by the Employee's physician. Ongoing documentation of progress or setbacks will be maintained.

Independent Medical Examinations

- 25.11 In a case of prolonged absence due to frequent illness or periods of disability where it is believed to be adversely affecting an Employee's work; or when it is considered that an Employee is unable to satisfactorily perform their duties due to an illness or disability, the Employer (coordinated by Ability Management) may require that the Employee undergo an Independent Medical Examination (IME).
- 25.12 IME physician will submit a medical report to the Ability Management as to the condition of the Employee, the amount of time considered necessary for their complete recovery, an opinion on the Employee's ability to perform the duties of their position with or without modification, treatment recommendations, and whether or not their condition can be improved through treatment. The Employee shall be entitled to have their personal physician or a physician of their choice provide relevant documentation to the physician appointed by the Institute, when undergoing a medical examination. With the consent of the Employee a copy of the report of the physician conducting the medical examination shall be sent by the Institute to the Employee's physician.
- 25.13 Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the Employee's 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 the Employer and the Union.

Casual Illness

- 25.14 “Casual Illness” means a health related absence which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less. The Parties agree that Casual Illness benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.
- 25.15 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided they have been given prior authorization by the Employer and the Employee works at least half of the hours in their scheduled shift in the work day, excluding paid and unpaid breaks, such absence shall neither be charged against their casual illness entitlement, nor shall a deduction in pay be made for the time lost in the day in which they became ill or attended the appointment. If the Employee does not work at least half of the hours of their scheduled shift, the time in which they are away from the workplace is charged against their casual illness entitlement.
- 25.16 An Employee in their first and in each subsequent year of employment shall be eligible for a maximum of ten (10) workdays of casual illness leave with pay. Each day or portion of a day of casual illness used within a calendar year shall be deducted from the remaining casual leave entitlement for that calendar year.

General Illness

- 25.17 “General Illness” means a health related absence which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed eighty (80) consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in this collective agreement. The Parties agree that General Illness benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.
- 25.18 (a) For purposes of this article, “employment” includes all categories of employment, provided that there is no break in Employer service.
- (b) An Employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following schedule, and the application of such General Illness Leave shall be as set out in accordance with this collective agreement:

Completed calendar years of service	General illness leave at 100% normal salary	General illness leave at 70% normal salary
1 st month	0 days	70 days
Less than 1 year	10 days	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

- 25.19 (a) An Employee who is on general illness or long term disability leave at the beginning of a calendar year shall be granted general illness leave credits in accordance with Clause 25.17 on the return to full, restricted or modified duties. If however, the Employee takes illness leave for the same or a related illness during the period of restricted or modified duties or during the first thirty (30) consecutive work days following their return to full duties, this credit will be removed and the illness leave will be considered a continuation of the original general illness leave. Clause 25.18(b) will be re-applied on any subsequent return to full, restricted or modified duties. All other or non-related illnesses are at the rates specified in Clause 25.19(b).
- (b) Unless an Employee is entitled to benefit under Clause 25.19(a), an Employee who returns from a period of general illness or long term disability leave shall have added to their general illness leave credits sufficient days at seventy percent (70%) of normal salary to restore their combined fully-paid and partly-paid general illness leave entitlement to eighty (80) days. This additional entitlement will be removed if the Employee takes illness leave for the same or a related illness during the first thirty (30) consecutive work days following the date of return to full duties.

25.20 For purposes of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article 26 - Long Term Disability. After sixty (60) days of General Illness, if the Employee has not returned to work, the Employer will forward to the Employee the necessary documents required to apply for benefits under Article 26 - Long Term Disability.

25.21 An Employee is not eligible to receive sick leave benefits under this Article if the absence is due to any injury while in the employ of any other Employer that qualifies for Workers' Compensation Benefits, nor are they eligible for any sick leave benefits for any subsequent absence caused by that injury.

25.22 When a day designated as a Paid Holiday under Article 29 falls within a period of General Illness it shall be counted as a day of General Illness and under no circumstance shall an Employee receive any additional entitlement in respect of that day.

25.23 This Article is subject to Article 14 - Attendance.

Wellness Leave

25.24 NAIT is committed to Employee wellness. To support this initiative, one (1) Wellness day per calendar year shall be granted to the Employee.

25.25 Two weeks' notice shall be provided by the Employee when requesting to use their Wellness day, unless otherwise agreed to by the Employer.

**ARTICLE 26
LONG TERM DISABILITY (LTD)**

- 26.01 The eligibility of an Employee to participate in the Employer's Long Term Disability (LTD) Plan is subject to Article 3 and all eligible Employees shall be covered in accordance with the provisions of the Plan.
- 26.02 The Employer agrees to pay one hundred percent (100%) of the cost of providing Long Term Disability benefits to all eligible Employees covered under the Plan.
- 26.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.
- 26.04 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee with a qualifying disability, to a total income, from sources specified under Clause 26.05, of not less than seventy percent (70%) of the salary they received or was entitled to receive as a NAIT Employee at the commencement of the LTD benefits pursuant to Clause 26.03, up to a maximum benefit of seven thousand dollars (\$7,000) per month.
- 26.05 The LTD benefit amount to which an Employee is entitled, shall be reduced by:
- (a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan;
 - (b) the amount of Workers' Compensation entitlement;
 - (c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer.
- 26.06
- (a) If an Employee, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income is less than the salary in effect immediately prior to the commencement of absence pursuant to Article 26.03 (pre-disability salary), the Employee shall have the LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.
 - (b) Where the combination of reduced LTD benefits and income received pursuant to Clause 26.06(a) is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary.

- 26.07 An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Employer Group Extended Medical Benefits Plan, and the Employer Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.
- 26.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.
- 26.09 During the period that an Employee is receiving benefits under the LTD Plan, the Employer shall continue to remit to the Local Authorities Pension Plan the Employee and Employer contributions required on the Employee's normal salary.
- 26.10 If, while receiving benefits under the LTD plan, the Employee is also receiving partial or full salary from NAIT, the Employer will make pension deductions from such salary at the normal rate and shall supplement the amount so deducted to satisfy the requirements of Clause 26.09.

ARTICLE 27 HEALTH AND DENTAL PLANS

Alberta Health Care

- 27.01 Subject to Article 3, the Employer shall share the premium cost of the Group Alberta Health Care Insurance Plan for all participating Employees as follows:
- (a) one-half (1/2) the cost of the family premium where the Employee and their family are covered under the Plan; or
 - (b) one-half (1/2) the cost of the single premium where only the Employee is covered under the Plan.

Effective January 1, 2009, the Government of Alberta has discontinued premiums for the Alberta Health Care insurance plan. Should the Government reinstate premiums during the term of this Agreement, Clause 27.01 shall apply.

Extended Health Plan

- 27.02 Subject to Article 3, the Employer shall share the premium cost of the Alberta Blue Cross Extended Medical Benefits Plan, or a comparable plan, for participating Employees on the same basis as set out in Clauses 27.01(a) and 27.01(b).
- 27.03 An Employee on approved Employer business outside 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 Group Extended Medical Benefits Plan.

27.04 The Extended Medical Benefits Plan is a one hundred percent (100%) reimbursement, Direct Bill Drug Card plan. The plan will also include Vision Care coverage of two hundred and fifty dollars (\$250) every twenty-four (24) months, Least Cost Alternative pricing on prescriptions and a dispensing fee cap of seven dollars (\$7.00) per prescription. The premium costs will be adjusted from the rates set out in Clause 27.02 to a rate of sixty percent (60%) Employer paid and forty percent (40%) Employee paid.

Base Dental Plan

27.05 The Base Dental Plan, as described in the NAIT Group Benefit Plan, will be totally funded by the Employer.

Optional Dental Plan

27.06 In addition to the Base Dental Plan, Employees are eligible to participate in the Optional Dental Plan which extends the benefits of the Base Plan. The Optional Dental Plan is totally funded by the Employee. New Employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

Flexible Health Spending Account

27.07 A Flexible Health Benefit Spending Account shall be implemented for all Regular Employees eligible for benefits in accordance with Article 27.

- (a) A sum of eight hundred dollars (\$800.00) for each eligible Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account effective January 1st of each calendar year. For 2019 only, the increase to eight hundred dollars (\$800.00) will be effective April 1, 2019.
- (b) Any unused credits in an Employee's Flexible Health Benefit Spending Account as of December 31st, of each year may be carried forward however must remain as a Flexible Health Benefit Spending Account for a maximum of one (1) calendar year.
- (c) The Flexible Health Benefit Spending Account may be utilized by Employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 27.
- (d) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.
- (e) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.

27.08

Eligibility

- (a) A FSA shall be implemented for all Employees eligible for benefits in accordance with Article 27.
- (b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTEs).

27.09

Calculation

The FSA will be calculated as follows:

- (a) Eight hundred dollars (\$800.00) to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

27.10

Utilization

The FSA may be used for the following purposes:

- (a) Reimbursement for expenses associated with professional development including:
 - (i) tuition costs or course registration fees;
 - (ii) travel costs associated with course attendance;
 - (iii) professional journals;
 - (iv) books or publications; and
 - (v) software.
- (b) Reimbursement for the cost of professional registration or voluntary association fees related to the Employee's discipline.
- (c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article 27 of the Collective Agreement.
- (d) Contribution to a Registered Retirement Savings Plan administered by the Employer.
- (e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.
- (f) Family care including day care and elder care.

27.11

Allocation

- (a) By December 1st (allocation date) of each year, Employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.
- (b) Any unused allocation in an Employee's FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.
- (c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.
- (d) Reimbursement will be provided by the Employer upon submission of an original receipt.

27.12

Implementation

- (a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.
- (b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.
- (c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the FSA.

27.13

An Employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have their FSA maintained. It is understood that an Employee is only entitled to one (1) FSA within a calendar year.

**ARTICLE 28
INSURANCE**

28.01

The eligibility for entitlement to benefits under these plans is governed by Article 3 of this Agreement and the plan documents which contain all governing terms of the plans.

28.02 **Basic Group Life**

Subject to the provisions of the plan document, each Employee shall elect to be covered for either one (1x) or two and one half (2 1/2x) times their annual salary. The Employer shall pay the total premium cost of the first twenty-five thousand dollars (\$25,000) of insurance (or of the amount of insurance, if less than twenty-five thousand dollars (\$25,000)). The premium cost of any insurance in excess of twenty-five thousand dollars (\$25,000) shall be borne by the Employee.

28.03 **Optional Life Insurance**

Subject to the provisions of the plan document, each Employee may choose one (1x) or two times (2x) their basic annual salary provided that they have selected two and one half times (2 1/2x) basic life insurance coverage. The Employee will pay the full premiums based on the rates established by the benefit carrier. New Employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

28.04 **Accidental Death and Dismemberment (AD&D)**

The Employer shall maintain and shall bear the full cost of the accidental death and dismemberment insurance policy, the principal value of which shall be equal to that of the basic group life insurance coverage of each Employee.

28.05 **Optional Accidental Death and Dismemberment (AD&D)**

Subject to the provisions of the plan document, each Employee may enroll in the Optional AD&D plan. The insurance is offered in Units of ten thousand dollars (\$10,000) to a maximum of two hundred and fifty thousand dollars (\$250,000) (twenty-five (25) units). The Employee pays the full cost based on the rates established by the benefit carrier. New Employees must apply within thirty (30) days of becoming eligible for the Base Plan. Rules, eligibility and benefit entitlements are available on the Human Resources website and subject to the provisions of the plan document.

28.06 **Business Travel Accident**

The Employer shall maintain and bear the full cost of a business travel accident insurance policy, the principal value of which shall be equal to four (4) times each Employee's annual salary, to a maximum value of one hundred thousand dollars (\$100,000).

28.07 **Dependent Life**

Each unit provides life insurance coverage in the amount of five thousand dollars (\$5,000) on the Employee's spouse and two thousand dollars (\$2,000) on each of the Employee's dependent children. Subject to the provisions of the plan document, each Employee may choose to participate in this insurance plan, and may choose up to five (5) units of coverage. The full cost of participation shall be borne by the Employee.

For the purposes of dependent life insurance, a dependent is:

- (a) a spouse, either the person to whom the Employee is legally married, or 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
- (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.

28.08

General Liability

The Employer provides general liability insurance coverage for all Employees covered by this Agreement while engaged in the scope of their regular work duties.

**ARTICLE 29
PAID HOLIDAYS**

29.01

Employees are entitled to one (1) day's paid leave for each of the following holidays:

- (a)

Family Day	Civic Holiday (One (1) day)
Good Friday	Labour Day
Victoria Day	Thanksgiving Day
Canada Day	Remembrance Day
Easter Monday	
- (b) Employees employed in continuous operations shall be compensated pursuant to Clause 29.06 for working on the following Paid Holidays on the dates listed:
 - Canada Day - July 1
 - Remembrance Day - November 11

All other Paid Holidays shall be observed on the day designated by Regulations Governing Paid Holidays. (Alberta Employment Standards Code and Federal Legislation.)

- 29.02 If the City of Edmonton does not proclaim a Civic Holiday as specified in Clause 29.01, the first Monday in August shall be observed as such holiday.
- 29.03 When a day designated as a holiday under Clause 29.01 falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on the day.
- 29.04 When a day designated as a holiday under Clause 29.01 falls on an Employee's regularly scheduled day of rest and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday. When Remembrance Day falls on an Employee's regular scheduled day of rest and the Employee is not required to work, the Employer shall designate Tuesday of Reading Week (day following Family Day) in the following February as the day on which to observe Remembrance Day.
- 29.05 Notwithstanding Clauses 29.03 and 29.04, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at their regular rate.
- 29.06 When an Employee works on one (1) of the holidays listed in Clause 29.01, or on December 25 or 26 or on January 1, the Employee shall receive either:
- (a) their regular salary plus time and one half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double time (2x) for additional hours worked thereafter; or
 - (b) in lieu of their regular salary, time and one half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double time (2x) for additional hours worked thereafter, plus a day off in lieu with pay.
- 29.07 When a day off in lieu is granted under Clause 29.06(b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months. Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause 29.08, to take these days in conjunction with their next annual vacation and administered in accordance with Clause 29.07. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employer.
- 29.08 Where an Employee employed in continuous operations exercises an election under Clause 29.07, they shall advise the Employer of their choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which they are eligible.
- 29.09 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.
- 29.10 When an Employee is called back to work on a paid holiday, they shall be compensated in accordance with the provisions of Article 18 and Clause 29.06 does not apply.

29.11 Authorized travel on Employer business on a paid holiday shall be considered working hours and shall be compensated in accordance with Clause 29.06(a).

29.12 Subject to operational requirements, Employees 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 regular salary. An Employee required to work on December 25 or 26 or on January 1 shall be compensated in accordance with Clause 29.06. An Employee required to work on any other day in the Christmas Leave period shall receive

- (a) their regular salary plus straight time for all hours worked up to the equivalent of full, normal daily hours, time and one-half (1 1/2 X) for the next two (2) hours, and double time (2 X) for additional hours worked thereafter, or
- (b) in lieu of their regular salary, straight time for all hours worked up to the equivalent of full normal daily hours, time and one-half (1 1/2 X) for the next two (2) hours, and double time (2 X) for additional hours worked thereafter, plus a day off in lieu with pay.

**ARTICLE 30
ANNUAL VACATION LEAVE**

Vacation Entitlement

30.01 Salaried Employees (permanent and temporary) earn vacation leave credit according to the schedule below for each pay period in direct proportion to the Employee's basic pay. For the purpose of this Article, pay for approved absences generated by Articles 9, 25, 29, 30, 31, 35, and 39 shall be included in calculating the Employee's "basic pay". Basic pay shall not include payments for overtime, shift differential and weekend premium. Employees do not earn vacation leave credit for pay periods in which they are on Employee Funded Leave of Absence.

Effective April 1, 2023:

Length of Service (At Start Of Period)	Leave Earned per pay period	Leave Earned per year
Less than five (5) years	0.5770 days	15 days
Five (5) but less than twelve (12) years	0.7693 days	20 days
Twelve (12) but less than twenty (20) years	0.9616 days	25 days
Twenty (20) but less than twenty-nine (29) years	1.1539 days	30 days
Twenty-nine (29) or more years	1.3462 days	35 days

Timing and Approval of Leave

30.02 The Employer and the Employee recognize the purpose and importance of annual vacation, as time away from work is essential to their wellbeing. It is agreed that the intent of annual vacation is for Employees to accrue and take their earned vacation on a yearly basis.

- 30.03 Subject to managerial approval, vacation leave may be used at any time, up to the limit of current credits. Once vacation leave is authorized, it shall not be changed, other than in case of emergency, except by mutual agreement. Normally, the taking of vacation leave in single days will be limited to five (5) single days per calendar year.
- 30.04 An Employee shall not take vacation leave without prior authorization from the Employer.
- 30.05 Subject to operational requirements, the Employer will make every reasonable effort to grant each eligible Employee, on application, at least two (2) consecutive weeks of vacation in each year.
- 30.06 Subject to operational requirements, Employees are encouraged to take their vacation during the months of June, July, and August.
- 30.07 The normal approval authority for vacation leave is the Level One Designated Officer. If any written request for vacation leave is refused, the approval authority shall within five (5) working days (a) provide the Employee a written refusal, stating the reasons, and (b) forward a copy of the request and the refusal to the next superior manager.

Accumulation of Leave Credits (effective April 1, 2023)

- 30.08 Except as provided in this paragraph, vacation leave credits may be accumulated from period to period. If an Employee accumulates fifteen (15) days in excess of their annual vacation entitlement, to a maximum of forty (40) days, the Employer will require that Employee to make acceptable arrangements, within thirty (30) days, to use at least fifteen (15) days of vacation leave by a date acceptable to the Employer based upon operational requirements. If these arrangements are not made within thirty (30) days of notification of this requirement, the Employer may assign and the Employee may not refuse to take fifteen (15) days of vacation leave.

Pay In Lieu

- 30.09 Pay in lieu of vacation may be paid as follows at the rate of the biweekly salary divided by ten (10) for each day paid out:
- (a) On termination, an Employee shall be paid cash in lieu of vacation for all outstanding credits;
 - (b) In exceptional circumstances and with mutual agreement, for all or partial outstanding credits.

Combining Different Types of Leave

- 30.10 Where an Employee is allowed to take any leave of absence other than sick leave, or maternity leave in conjunction with a period of vacation leave, the vacation leave shall precede the other leave. Maternity leave shall be taken in one block and may precede or follow vacation leave.

- 30.11 Notwithstanding Clause 30.03 above, an Employee being laid off under Article 24 may choose to use any outstanding vacation leave credit in lieu of part or all of the layoff period, provided such choice is communicated in writing to the manager before the scheduled layoff date.
- 30.12 When a day designated as a Paid Holiday under Article 29 falls within a period of vacation leave, it shall be counted as a holiday and not as a day of vacation leave.
- 30.13 An Employee, while on annual vacation leave, shall be granted upon application, bereavement leave and travel in accordance with Clause 32.01 and 32.02.
- 30.14 An Employee, while on annual vacation leave, shall be granted upon application, General Illness Leave when the Employee has suffered an illness, a disability, or an injury for more than three (3) consecutive work days or has been hospitalized. The Employer may require the Employee to provide physician documented proof of illness, injury, disability or hospitalization.

ARTICLE 31 SPECIAL LEAVE

- 31.01 If unanticipated and/or uncontrollable circumstances of a pressing necessity prevent a staff member from reporting to work, special leave without loss of salary or benefits shall be granted subject to the following:
- (a) Leave shall be limited to the required time to attend to the immediate circumstances that are unanticipated and/or uncontrollable.
 - (b) Some examples of special leave for unanticipated and/or uncontrollable circumstances include but are not limited to:
 - Illness within the immediate family
 - Accidents
 - Disaster conditions
 - (c) Any absence under the Article shall not normally be extended beyond three (3) consecutive days, unless otherwise approved by the Employer.

In addition to unanticipated /uncontrollable events, employees may use special leave days for religious observance not mentioned under article 29, Paid Holidays. If the employee is requesting to use a special leave day for religious observance they shall provide the Employer with at least four (4) weeks' notice. Where the religious observance is not known four (4) weeks ahead of time, the employee shall request the special leave day as soon as the religious observance day is confirmed. Employee requests to use special leave for religious observance shall not be unreasonably denied.

Leave under Clause 31.01 shall be limited to a total of six (6) days of special leave per calendar year.

- 31.02 Special Leave days may also be granted for each of the following anticipated circumstances:
- (a) Two (2) days for the administration of estate where the Employee is designated as a personal representative (executor), as defined by the Alberta Estate Administration Act, of the estate for the deceased.
 - (b) One (1) day to attend the formal hearing of the Employee to become a Canadian citizen.
 - (c) One (1) day to move household effects between residences per calendar year.
 - (d) One (1) day to be present at the birth or adoption of the Employee's child.
 - (e) One (1) day to write an examination(s) of course(s) approved by the Employer.

Special Leave as outlined above may be granted for more than one instance per calendar year with the exception of (c).

- 31.03 Normal absence reporting procedures apply in accordance with Article 14 – Attendance.

- 31.04 An Employee on annual vacation leave shall be granted, upon application, special leave at their basic rate of pay for circumstances as outlined below.

- (a) Attending to the serious illness or injury necessitating emergency treatment or hospitalization of a member of the immediate family.
- (b) Attending to disaster conditions
- (c) The granting of special leave while on vacation shall not extend the Employee beyond the maximum six (6) days of special leave.

- 31.05 For the purposes of this article, immediate family shall typically include spouse/partner, (including common-law spouse), child (including step-child), parent, grandparent, parent-in-law, or sibling. Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.

ARTICLE 32 BEREAVEMENT LEAVE

- 32.01 In the event of a death in the Employee's family, as defined as parent, step-parent, child, stepchild, spouse, common-law spouse, sibling, grandparent, grandchild, guardian, mother-in-law, father-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, or nephew, the Employee shall be granted, for each instance, up to four (4) consecutive days off with pay as bereavement leave.

- 32.02 Where travel of more than three hundred (300) kilometres one way is required, an additional two (2) days of leave without loss of pay may be approved.

- 32.03 An Employee on annual vacation leave shall be granted, upon application, bereavement leave and travel for the purposes of bereavement leave in accordance with Clauses 32.01 and 32.02.
- 32.04 If operational requirements permit, one (1) day of bereavement leave may be granted to an Employee to attend the funeral of someone other than a member of the Employee's immediate family.

ARTICLE 33 MATERNITY AND PARENTAL LEAVE

Maternity Leave

- 33.01 A pregnant Employee is entitled to maternity leave without pay provided:
- (a) the Employee gives at least six (6) weeks written notice of the date of the start of the proposed leave, and
 - (b) the Employee has completed ninety (90) work days of continuous service with the Employer at the commencement of the leave.
- 33.02 The maternity leave shall commence on the earlier of the date:
- (a) specified by the Employee, or
 - (b) of the birth of the child.
- 33.03 An Employee who has completed ninety (90) work days of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of their resignation shall be considered to have been on leave without pay. All previous full-time continuous service with the Employer shall be recognized when calculating the rate at which vacation leave credits are accrued.

Parental Leave

- 33.04 Subject to Clauses 33.06 and 33.07, the Employer shall grant parental leave to an Employee as follows:
- (a) in the case of an Employee who is entitled to maternity leave under 33.01, a period of not more than sixty-two (62) consecutive weeks immediately after the last day of their maternity leave;
 - (b) in the case of a parent who has been employed by the Employer for at least ninety (90) consecutive work days, a period of not more than sixty-two (62) 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 Employer for at least ninety (90) consecutive workdays, a period of not more than sixty-two (62) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.

33.05 An Employee shall give at least six (6) weeks' written notice of the date the parental leave will start.

33.06 If the Employer employs both parents of one child, the sixty-two (62) weeks of parental leave may be taken wholly by one of them or may be shared by them. The Employer is not required to, but may at its discretion, grant parental leave to both parents at the same time.

Return To Work

33.07 An Employee granted maternity leave or parental leave shall be returned to the position occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the earnings and benefits that had accrued to the Employee when the leave started.

33.08 An Employee shall give at least four (4) weeks' written notice of the date on which that Employee 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 Employee is entitled, or

(b) the date that the Employee has specified as the end of the leave period.

33.09 An Employee is not entitled to resume working until the date specified in the written notice described in Clause 33.08.

33.10 An Employee shall return to work on the date specified in the written notice given under Clause 33.08. An Employee who fails to return to work on that date is not entitled to return to work subsequently.

33.11 An Employee who fails to provide written notice as required under Clause 33.08 is not entitled to resume work.

General

33.12 On request by the supervisor, a pregnant Employee shall provide the Employer with a medical certificate certifying that they are pregnant and giving the estimated date of delivery.

33.13 An Employee who does not wish to resume employment after maternity or parental leave shall give the Employer at least four (4) weeks written notice of intention to terminate employment.

33.14 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this section, the Employee shall so notify the supervisor at the earliest opportunity.

33.15 An Employee may apply for, and the Employer may approve, parental leave in excess of sixty-two (62) weeks to facilitate return to work at a mutually-convenient stage of the work cycle.

33.16 An Employee who at the commencement of Maternity or Parental Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended

Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on that Leave. During the period of eligibility for Supplemental Employment Insurance Benefit, Employer and Employee premium contributions, if applicable, shall continue. During the remainder of the leave, the Employee may continue to be covered on the same basis as any other Employee on a period of unpaid leave.

- 33.17 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit covering the period for which they have provided medical evidence from their physician which satisfies the Employer that the Employee is unable to do their job. An Employee must apply for, and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the Supplemental Employment Insurance Benefit payments. Leave then taken under this Supplemental Plan shall be considered to form part of the fifteen (15) weeks maternity leave without pay for the purposes of Clause 33.01. An Employee who is eligible for Supplemental Employment Insurance Benefit plan shall not be eligible for illness leave benefits under Article 25.
- 33.18 A pregnant Employee who presents medical evidence from their physician which satisfies the Employer that continued employment in their present position may be hazardous to themselves or their unborn child, may request a transfer to a more suitable position if one is available.

ARTICLE 34 **LEAVE WITHOUT PAY**

- 34.01 Where operational requirements permit and the approval of the Employer has been obtained, leave without pay shall be granted to an Employee. Request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered. The Employer may agree to a shorter time period than two (2) weeks, if operationally feasible.
- 34.02 Where the Union requests that an Employee be seconded to the Union for a specified period of time it shall fall within the intent and purpose of Clause 34.01. Such leave may have an initial term of up to six (6) months, and may be extended for a maximum of a further six (6) months.
- 34.03 An Employee who proceeds on leave without pay in accordance with this Article shall, on completion of the leave without pay, be returned to their former position or appointed to a comparable position. An Employee shall give at least two (2) weeks written notice of the date on which they intend to return to work.
- 34.04 Employees 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.

34.05 Compassionate Care

The Employer recognizes the potential need for Employees to provide care and support for a gravely ill or dying family member. An Employee may request compassionate leave in accordance with the Employment Insurance Compassionate Care Benefits program. An Employee who has been granted leave under this clause may apply for a continuation of the leave if required.

34.06 Domestic Violence Leave

An Employee who requires time off for domestic violence leave, as defined in the Employment Standards Code, shall be granted leave without pay of up to ten (10) days in a calendar year.

An Employee will be eligible for domestic violence leave in accordance with the Employment Standards Code, if an act of domestic violence occurs to:

- (a) The employee
- (b) The employee's dependent child
- (c) A protected adult living with the employee

An Employee may take domestic violence leave for one or more of the following purposes:

- (a) to obtain services in respect of the violence from a victim services organization;
- (b) to obtain psychological or other professional counseling for the Employee or the Employee's dependent child in respect of the violence;
- (c) to relocate temporarily or permanently;
- (d) to seek legal or law enforcement assistance including preparing for or participating in any legal proceeding related to or resulting from the violence;
- (e) any other purpose provided for in the Employment Standards Code.

34.07 Public Affairs

The Employer recognizes the right of an Employee to participate in public affairs. An Employee who accepts nomination for federal, provincial, or municipal office shall notify the Employer forthwith and shall be granted leave without pay from the date of their nomination or the date of issue of the election writ (whichever is later) until the election results are official. An Employee may request that the President waive all or part of this leave requirement. Such request shall not be unreasonably denied.

34.08 An Employee elected to federal or provincial office shall notify the Employer forthwith and shall either:

- (a) resign their position, or
- (b) accept leave without pay for the duration of their term of office.

An Employee 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 their position.

34.09 An Employee elected to municipal office shall notify the Employer forthwith and may, at the discretion of the President, be required to accept:

- (a) leave without pay for the duration of their term of office, or
- (b) occasional leave without pay to avoid conflicting responsibilities, or
- (c) a reduced workload with a corresponding reduction in salary.

Military Leave

34.10 The Employer shall grant military leave without pay, to an Employee for service in the Canadian Armed Forces, where the service is required by the Department of National Defense. Clause 34.04 shall not apply to the individual Employee except that family coverage may continue during the leave.

**ARTICLE 35
COURT LEAVE**

35.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in their official capacity to give evidence or to produce Institute records, the Employee shall be allowed leave with pay, but any witness fee received by the Employee shall be paid to the Employer.

35.02 When an Employee is summoned or subpoenaed as a witness in their private capacity or as a juror or in the selection of a jury:

- (a) at a location within the Province of Alberta, they shall be allowed leave with pay, but any witness fee or jury duty fee received by the Employee shall be paid to the Employer;
- (b) at a location outside the Province of Alberta, they may be allowed leave with pay if authorized by the Employer, but any witness fee or jury duty fee receivable by the Employee shall be paid to the Employer.

**ARTICLE 36
EMPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

- 36.01 In the spirit of both Parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC).
- 36.02 The Committee shall be composed of representatives appointed by the Employer and up to six (6) representatives appointed by the Local. The parties may appoint alternates to serve in the event of an absence of a representative.
- 36.03 The parties shall each appoint a co-chairperson and they shall alternate chairing the EMAC meetings.
- 36.04 It is recognized that the purpose of the EMAC is to provide a forum to discuss conditions of work, staff development and as appropriate to exchange points of view with respect to proposed changes in NAIT policy and/or procedures. To provide a forum, where possible, to discuss details or proposed operational changes and other matters, as may be mutually agreed.
- 36.05 The EMAC shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.
- 36.06 The following will apply to EMAC meetings:
- (a) Meetings are to be held at least on a quarterly basis at a mutually acceptable hour, date and month.
 - (b) Agenda items shall be submitted to the recording secretary six (6) working days prior to the meeting. An agenda will be prepared and circulated to members of the committee five (5) days prior to the meeting.
 - (c) Discussion at the Committee table shall be “without prejudice.” It is expected that all proceedings shall be conducted in a responsible manner, be in good faith and be consistent with NAIT values.
 - (d) A Union Representative has the right to attend EMAC meetings.
 - (e) An Employee shall not suffer any loss of pay for attending Employee-Management Committee meeting(s).
- 36.07 Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted on the Local bulletin board.

**ARTICLE 37
SAFETY AND HEALTH**

- 37.01 The Employer and the Union agree to participate in the NAIT Occupational Health and safety Program and are subject to the *Occupational Health and Safety Act, Regulations and Code*.

- 37.02 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. The success of the occupational health and safety program depends on the active participation of everyone.
- 37.03 The Employer supports the concept of having a Joint Work-Site Health and Safety Committee. The Union may appoint a maximum of three (3) members to this Committee.
- 37.04 Where additional health and safety committees are formed, the Employer will ensure appropriate representation of AUPE members.
- 37.05 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of the equipment and the storage or handling of materials and substances, as required by the *Occupational Health and Safety Act/Code*.
- 37.06 An Employee shall immediately notify their Supervisor when they have an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at their work site shall immediately notify their Supervisor.
- 37.07 The Employer or their designate, shall notify the Chairperson of the Local or their designate immediately when they are made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.
- 37.08 The Employer shall provide the Local with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.
- 37.09 The Employer will provide first aid services in accordance with the requirements of the *Occupational Health and Safety Act/Code*.
- 37.10 The Employer will provide all Employees with specific information regarding the composition, role, and means of accessing the Joint Work Site Health and Safety Committee.
- 37.11 If any concerns arise with respect to the safety program or the operation of this Article, the matter shall be referred to the Joint Work-Site Health and Safety Committee for resolution.
- 37.12 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee's occupation, or a danger under which the Employee engaged in their occupation would not normally carry out as part of their work.

ARTICLE 38

EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

- 38.01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance which is granted as a result of the General Illness benefits covering Employees to which this Agreement applies.
- 38.02 The premium reduction or rebate referred to in Clause 38.01 shall be recognized as part of the Employee's contribution towards the General Illness benefits provided.
- 38.03 The Employer will inform the Chairperson of Local 038, in writing, quarterly of the amount of the premium reduction or rebate granted by Human Resources and Skills Development Canada (HRSDC).

ARTICLE 39

WORKERS' COMPENSATION SUPPLEMENT

- 39.01 Workers' Compensation Board coverage will be provided by the Employer for an Employee.
- 39.02 If an Employee sustains an injury in the course of their duties with the Employer which causes them to be absent from work and as a result is eligible to receive Workers' Compensation, the Employee shall be paid their regular full salary during the period they are required to remain off work up to eighty (80) consecutive workdays.
- 39.03 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, they shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long-Term Disability Plan.
- 39.04 The eligibility period specified in Clause 39.02 shall not apply in the event of a re-occurrence of a disability due to a previously claimed injury, payable under this Supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.
- 39.05 When a day designated as a paid holiday under Article 29 falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.
- 39.06 An Employee 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 pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause 39.02.
- 39.07 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while they are unable to work because of injury.

**ARTICLE 40
CLASSIFICATION**

40.01 **Classification Plan and Pay Plan**

The Employer during the life of this Agreement may with the agreement of the Union:

- (a) alter rates of Employee compensation; or
- (b) alter any Employee benefit entitlement;

which are contained within this Agreement and upon such agreement these changes shall become the rates and benefit entitlements.

40.02 Subject to Clause 40.04, when the Employer establishes new or altered class levels affecting compensation, written notice of such action shall be provided to the Union along with a copy of the class specifications. When the Employer considers it necessary to adjust the pay range of an altered class, the Employer shall submit a pay proposal to the Union, and the following provisions shall apply:

- (a) The Union may request a meeting with staff of the Human Resource Office to discuss the salary rates applicable to the new or altered class level(s). The Union's request for a meeting to discuss the issue noted above must be submitted to the Employer within fourteen (14) days of the receipt of the Employer's pay proposal.
- (b) Where no agreement is reached on the issue listed in Clause 40.02(a), above, the Union may submit the unresolved issue to arbitration pursuant to the *Public Service Employee Relations Act*. The Union's request for arbitration must be submitted to the Labour Relations Board within fourteen (14) days of the date on which the meeting was held to discuss the issue.
- (c) Notwithstanding Clause 40.01, where the Union has submitted the unresolved issue to arbitration, the Employer may implement a new or revised salary range for the new or altered class(es) subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed on the date the decision is issued.

- 40.03 Where a position is placed within the Bargaining Unit by a decision of the Labour Relations Board, the rates of pay and other terms and conditions applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay and other terms and conditions, this matter shall be referred to arbitration as provided within the Collective Agreement. An Arbitration Board in such case shall have the power to establish a rate of pay and other terms and conditions for the position in question. The basic hourly rates of pay for the position shall be retroactive to the date the position was placed in the bargaining unit.
- 40.04 When the Union fails to process the matter within the time limits or procedures specified in Clause 40.02, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.
- 40.05 When the Employer establishes new or altered class levels and provides written notice to the Union after notice has been given by either Party to commence collective bargaining under Section 20 of the *Public Service Employee Relations Act*, the provisions of Clauses 40.02, 40.03, and 40.04 shall not apply. The rates of pay shall be subject to collective bargaining under the Act.
- 40.06 The Employer shall provide the Union with a classification manual. The Employer shall provide each Employee on request with a copy of the class specification and job description applicable to their position.
- 40.07 (a) In the event that an Employee or supervisor considers that the current position is not correctly classified, the Employee or the supervisor shall refer to and follow NAIT's Position Review and Assessment Procedure.
- (b) NAIT's Position Review and Assessment Procedure shall not be amended without input from AUPE Local 038.

ARTICLE 41 TRAVEL AND SUBSISTENCE

- 41.01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.
- 41.02 Reimbursement shall be paid through direct deposit into the account designated in Clause 45.02.

ARTICLE 42 TOOLS, UNIFORMS AND PROTECTIVE APPAREL/CLOTHING

- 42.01 Each Tradesperson shall supply their own hand tools and bench tools as are required to perform their work. Special or unusual tools shall be supplied by the Employer as required.
- 42.02 Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.

- 42.03 Where the Employer determines that uniforms, coveralls, smocks, or other special protective apparel/clothing, hereafter collectively referred to as uniforms, should be provided for the public display and image or protection of the Employee's personal garments, such items shall be provided, maintained and replaced by the Employer, at no cost to the Employee. If, due to normal wear and tear, the Employee's uniform becomes worn to the degree that professional appearance or functionality is noticeably diminished, upon request and with the approval of the Employer, an Employee can exchange the affected item of their uniform. These uniforms remain the property of the Employer and shall not be worn other than on duty and commuting to and from work, unless otherwise determined by department-specific guidelines/procedures. Employees shall wear their uniforms in accordance with all occupational health and safety protocols. The nature, colour, and style of uniforms and the requirements of each group of Employees in respect thereto shall be determined by the Employer, in discussion with affected Employees.
- 42.04 Protective clothing and safety equipment shall be supplied by the Employer as required by the *Occupational Health and Safety Act* or cost shared as outlined in Clause 42.06.
- 42.05 (a) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of two hundred dollars (\$200.00).
- (b) This amount may be carried over to the following year with the limit then being four hundred dollars (\$400.00). Where authorized replacement of safety footwear is arranged through on-site vendors approved by the Employer, the cost of the replacement boots, subject to the above limits shall be paid directly to the vendor by the Employer in lieu of reimbursement to the Employee.
- 42.06 (a) Where the Employer provides tools, uniforms or clothing as outlined above, such tools, uniforms or clothing shall be returned in good condition to the Employer upon termination of employment. Should the Employee fail to return the tools, uniforms or clothing, the pro-rated cost may be deducted from the Employee's final pay cheque.
- (b) Where an Employee is reimbursed for safety footwear as outlined above, and should the Employee resign from employment within the first six (6) months of employment, the pro-rated value of the safety footwear reimbursement may be deducted from the Employee's final pay cheque.

ARTICLE 43 CASHIER POLICY

- 43.01 No Employees shall be required to make up cash shortages in the course of their employment.

**ARTICLE 44
TUITION**

- 44.01 Employees shall be able to participate in the NAIT Tuition Benefit Program, as defined and administered by the Employer.
- 44.02 Tuition shall be waived for the attendance of Employees in courses offered by the Employer providing the courses are directly related to the Employee's role and are determined by the Employer to be beneficial to the Employee's current or future role. Attendance shall not interfere with performance of the Employee's regular duties.
- 44.03 Employees on educational leave and enrolled on a full-time basis at the Institute are required to pay Institute fees.
- 44.04 Employees are required to pay for general interest and recreational courses offered by NAIT.
- 44.05 When the Institute requires an Employee 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.

**ARTICLE 45
RATES OF PAY**

- 45.01 Employees shall be paid for work performed at rates of pay as specified in the biweekly pay Schedule or in the case of apprentices, a percentage of the appropriate tradesperson job rate, as specified in regulations issued pursuant to the *Apprenticeship and Industry Training Act*.
- 45.02 Subject to satisfactory performance, an Employee shall be granted one (1) increment to their Basic Rate of Pay as follows:
- (a) in the case of a Full-time Employee, one (1) year of service, excluding unpaid absences of thirty (30) consecutive days or more; or
 - (b) Part-time and Casual Employees working a thirty-six point two five (36.25) hour work week shall be granted one (1) increment to their Basic Rate of Pay upon completion of each period of one thousand eight hundred and eighty-five (1,885) hours worked to the maximum increment granted Full-time Employees.
 - (c) Part-time and Casual Employees working a forty (40) hour work week shall be granted one (1) increment to their Basic Rate of Pay upon completion of each period of two thousand eighty (2,080) hours worked to the maximum increment granted Full-time Employees.

- 45.03 An Employee's salary shall be paid by direct deposit into an account of the Employee's choice in a bank, trust company, or credit union. To facilitate this operation, each Employee 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.
- 45.04 Employees filling positions allocated to a classification which is subject to a thirty-six and one-quarter (36 1/4) hour work week and who, as a condition of employment, are required to work forty (40) hours per week on a regular basis shall be paid a salary rate as set out in the salary schedule of this Agreement for each forty (40) hour week worked.
- 45.04 Employees who have left NAIT after the expiry of this Agreement and prior to a new Agreement being ratified, must apply in writing to Human Resources providing appropriate contact information and a request for eligible retroactivity no later than sixty (60) days following ratification of any new collective agreement.

**ARTICLE 46
PENSION PLAN AND RETIREMENT SAVINGS**

- 46.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) to provide pension benefits for participating Employees, in accordance with the terms and conditions of the plan.
- 46.02 Where an eligible part-time (PT) Employee requests enrollment in the LAPP, the Employer shall facilitate such enrollment.
- 46.03 The Employer shall provide an 'electronic link' to the LAPP website, to assist all Employees in obtaining plan brochures, details of the plan and information on occasional changes to the plan.
- 46.04 The Employer shall offer information regarding self-paid retiree benefits subject to such plans being available to the Employer.

**ARTICLE 47
PARKING**

- 47.01 Employees shall be granted access to Institute parking facilities.

**ARTICLE 48
DEPENDENT SCHOLARSHIP PLAN**

- 48.01 The Employer will offer scholarships to eligible dependents of salaried Employees.

48.02 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.

48.03 For purposes of this Plan, “dependents” means those persons described as dependents under Clause 28.07, Dependent Life.

ARTICLE 49

TEMPORARY EMPLOYEES ENGAGED IN APPLIED RESEARCH ACTIVITIES

49.01 Temporary status external or grant funded research Employees may be hired for a period up to five (5) years in duration. If extensions beyond this duration are needed, the Union will be notified. Extensions may be made without posting and there is no limit on the number of times these positions may be extended.

49.02 All provisions of the Collective Agreement normally applied to Temporary Employees will apply to temporary external or grant funded research Employees or Temporary Employees hired to replace other Employees appointed to temporary external or grant funded research positions with the exception of Clause 1.01 (g) Temporary Position; Article 23 – Position Abolishment; and 24 – Layoff and Recall.

49.03 In the event that a temporary appointment is not being renewed or is ending prior to the original termination date identified in the employment offer, notification must be provided to the affected Employee in writing, in accordance with the schedule as outlined below.

- (a) One (1) week if the Employee has been employed by the Employer for more than three (3) months but less than two (2) years;
- (b) Two (2) weeks if the Employee has been employed by the Employer for more than two (2) years but less than three (3) years;
- (c) Three (3) weeks if the Employee has been employed by the Employer for more than three (3) years but less than four (4) years;
- (d) Four (4) weeks if the Employee has been employed by the Employer for more than four (4) years but less than five (5) years;
- (e) Five (5) weeks if the Employee has been employed by the Employer in excess of five (5) years.

ARTICLE 50

EFFECTIVE DATE AND TERM OF AGREEMENT

50.01 This Agreement shall be effective from the date of execution and shall remain in full force and effect until June 30, 2024. It shall continue in force from year to year thereafter until a replacement Agreement is established under the *Public Service Employee Relations Act*. Individual articles shall come into force on the date of execution unless otherwise specified in the Article or Schedule. The date of execution shall be the date of signing of this Agreement.

SALARY

General Wage Increase

Effective July 1, 2020 Salary Rates in all of the Subsidiary Agreements shall be increased by Zero percent (0%).

Effective July 1, 2021 Salary Schedules/Grids in all of the Subsidiary Agreements shall be increased by Zero percent (0%)

Effective July 1, 2022 Salary Schedules/Grids in all of the Subsidiary Agreements shall be increased by Zero percent (0%) *added for sake of clarity – not in GOA Agreement*

Effective April 1, 2023 Salary Schedules/Grids in all of the Subsidiary Agreements shall be increased by one point two-five percent (1.25%).

Effective December 1, 2023 Salary Schedules/Grids in all of Subsidiary Agreements shall be increased by 1.5% plus an additional .5% subject to the following Gain Sharing Formula:

Gain Sharing Formula:

Alberta's 20-year average (2000-2019) of Real Gross Domestic Product (GDP) is 2.7%. Provided that the "Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year is at or above 2.7% as of February of 2024, then an additional 0.5% will be added to wages retroactively effective September 1, 2023 for the 2023-24 Fiscal Year.

"Average of All Private Forecasts for Alberta's Real GDP" for 2023 Calendar Year would be a simple average of Alberta's Real GDP for 2023 across the following independent forecasting institutions:

- Conference Board of Canada
- Stokes Economics
- BMO Capital markets
- CIBC World Markets
- Laurentian Bank
- National Bank
- RBC Royal Bank
- Scotiabank
- TD Bank

The most recent publicly available forecast for Alberta's Real GDP for 2024 would be sourced from each institution at the time the pay-out determination would be made in February 2024

Grid Adjustments *

- 6.9% adjustment to the Finance Accounting Assistant I grid
- 1.3% adjustment to the Library Tech II grid

*These grid adjustments will only affect new Employees hired following the date of contract ratification, October 27, 2022. Employees hired prior to the date of contract ratification will not receive a grid adjustment and will progress through the Steps as they presently do, receiving all negotiated general wage increases.

A separate grid will be created for the two classifications in the Bi-Weekly Salary Rates grid, reflecting the grid adjustments for new Employees hired following the date of ratification. New Employees on this adjusted grid will progress through the Steps and receive all negotiated general wage increases.

1050	Athletic Therapist I	36.25	E57	2,217.59	2,298.48	2,398.35	2,513.36	2,629.41	2,753.38	2,887.39	2,945.13		
		36.25		30.59	31.7	33.08	34.67	36.27	37.98	39.83	40.62		
1051	Athletic Therapist II	36.25	E60	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,148.35		
		36.25		32.4	33.86	35.4	37.16	38.96	40.74	42.57	43.43		
0825	Bindery Equip Op I	36.25	D07	1,306.18	1,339.59	1,377.04	1,412.91	1,455.48	1,501.36	1,552.01	1,583.05		
		36.25		18.02	18.48	18.99	19.49	20.08	20.71	21.41	21.84		
0826	Bindery Equip Op II	36.25	D13	1,412.91	1,455.48	1,501.36	1,552.01	1,603.00	1,657.00	1,708.67	1,742.86		
		36.25		19.49	20.08	20.71	21.41	22.11	22.86	23.57	24.04		
0827	Bindery Operator Supervisor	36.25	D19	1,552.01	1,603.00	1,657.00	1,708.67	1,767.08	1,828.61	1,890.34	1,928.16		
		36.25		21.41	22.11	22.86	23.57	24.37	25.22	26.07	26.6		
3013	Bldg Patrol Officer	40	D60	1,429.63	1,472.87	1,520.39	1,572.05	1,622.88	1,677.03	1,732.78	1,767.42		
		40		17.87	18.41	19	19.65	20.29	20.96	21.66	22.09		
2703	Bricklayer I	40	444		2,930.78								
		40			36.63								
0513	Buyer I	36.25	E52	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,618.12		
		36.25		27.72	28.82	29.96	31.15	32.4	33.86	35.4	36.11		
0514	Buyer II	36.25	E60	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,148.35		
		36.25		32.4	33.86	35.4	37.16	38.96	40.74	42.57	43.43		
2702	Cabinetmaker	40	480		2,680.20								
		40			33.5								
3002	Caretaker I	40	331	1,381.12	1,438.66	1,495.51	1,555.85						
		40		17.26	17.98	18.69	19.45						
3003	Caretaker II	40	333	1,710.26	1,757.05	1,806.11	1,842.21						
		40		21.38	21.96	22.58	23.03						
3008	Caretaker III	40	339	1,860.26	1,917.07	1,981.07	2,020.71						
		40		23.25	23.96	24.76	25.26						
3009	Caretaker IV	40	343	2,093.71	2,164.91	2,238.51	2,314.11	2,396.80	2,478.28				
		40		26.17	27.06	27.98	28.93	29.96	30.98				
2704	Carpenter I	40	448		2,951.95								
		40			36.9								
2804	Carpenter II	40	462		3,213.81								
		40			40.17								
0779	Computer Assistant I	40	D23	1,657.00	1,708.67	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,061.59		
		40		20.71	21.36	22.09	22.86	23.63	24.45	25.26	25.77		
F791	Computer Syst Supp Tech I	40	H56	2,396.53	2,492.21	2,592.32	2,709.13	2,832.34	2,972.82	3,116.40	3,178.71		
		40		29.96	31.15	32.4	33.86	35.4	37.16	38.96	39.73		
F792	Computer Syst Supp Tech II	40	H61	2,646.46	2,773.36	2,901.41	3,038.22	3,186.08	3,328.68	3,486.62	3,556.37		
		40		33.08	34.67	36.27	37.98	39.83	41.61	43.58	44.45		
0794	Computer Syst Supp Tech Supv	36.25	F65	2,695.16	2,828.83	2,965.45	3,100.97	3,240.95	3,397.50	3,553.36	3,624.39		
		36.25		37.17	39.02	40.9	42.77	44.7	46.86	49.01	49.99		
0791	Computer Systems Supp Tech I	36.25	E56	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,880.72		
		36.25		29.96	31.15	32.4	33.86	35.4	37.16	38.96	39.73		
0792	Computer Systems Supp Tech II	36.25	E61	2,398.35	2,513.36	2,629.41	2,753.38	2,887.39	3,016.62	3,159.75	3,222.96		
		36.25		33.08	34.67	36.27	37.98	39.83	41.61	43.58	44.45		
0793	Computer Systems Supp Tech III	36.25	E64	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,451.82		
		36.25		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
9452	Cook 1	36.25	F11	1,459.52	1,514.56	1,571.53	1,630.81	1,692.33	1,756.17	1,822.47	1,858.91		
		36.25		20.13	20.89	21.68	22.49	23.34	24.22	25.14	25.64		
0205	Coordinator I	36.25	E60	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,148.35		
		36.25		32.4	33.86	35.4	37.16	38.96	40.74	42.57	43.43		
F205	Coordinator I	40	F60	2,592.32	2,709.12	2,832.36	2,972.82	3,116.41	3,258.84	3,405.93	3,474.04		
		40		32.4	33.86	35.4	37.16	38.96	40.74	42.57	43.43		

0206	Coordinator II	36.25	E64	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,451.82		
		36.25		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
0061	Customer Service Rep I	36.25	CSR	1,166.84	1,206.89	1,248.33	1,289.82	1,332.74	1,377.04	1,422.93	1,470.42	1,518.76	1,549.15
		36.25		16.09	16.65	17.22	17.79	18.38	18.99	19.63	20.28	20.95	21.37
0062	Customer Service Rep II	36.25	D20	1,572.05	1,622.88	1,677.03	1,732.78	1,789.41	1,851.12	1,917.07	1,955.41		
		36.25		21.68	22.38	23.13	23.9	24.68	25.53	26.44	26.97		
0801	Duplic Equip Op I	36.25	D17	1,501.36	1,552.01	1,603.00	1,657.00	1,708.67	1,767.08	1,828.61	1,865.20		
		36.25		20.71	21.41	22.11	22.86	23.57	24.37	25.22	25.73		
0802	Duplic Equip Op II	36.25	D25	1,708.67	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,132.78		
		36.25		23.57	24.37	25.22	26.07	26.98	27.88	28.84	29.42		
0803	Duplic Equip Op III	36.25	D29	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,287.40		
		36.25		25.22	26.07	26.98	27.88	28.84	29.83	30.93	31.55		
0804	Duplic Equip Op IV	36.25	D35	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,405.04	2,493.48	2,543.35		
		36.25		27.88	28.84	29.83	30.93	32	33.17	34.39	35.08		
1304	Ed Lab Technician	36.25	E50	1,937.80	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,504.26		
		36.25		26.73	27.72	28.82	29.96	31.15	32.4	33.86	34.54		
1320	Ed Lab Technologist I	36.25	E40	1,611.27	1,671.21	1,732.07	1,792.74	1,862.90	1,937.80	2,009.39	2,049.57		
		36.25		22.22	23.05	23.89	24.73	25.7	26.73	27.72	28.27		
1321	Ed Lab Technologist II	36.25	D34	1,937.80	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,618.12	
		36.25		26.73	27.72	28.82	29.96	31.15	32.4	33.86	35.4	36.11	
1322	Ed Lab Technologist III	36.25	E58	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,012.40		
		36.25		31.15	32.4	33.86	35.4	37.16	38.96	40.74	41.55		
9330	Educ Counsellor Aide	36.25	D39	2,162.73	2,242.57	2,320.10	2,405.04	2,493.48	2,586.65	2,683.22	2,736.89		
		36.25		29.83	30.93	32	33.17	34.39	35.68	37.01	37.75		
2706	Electrician I	40	460		3,166.08								
		40			39.58								
2806	Electrician II	40	468		3,445.91								
		40			43.07								
F216	Electronics Tech III (40 hr)	40	H61	2,646.46	2,773.36	2,901.41	3,038.22	3,186.08	3,328.68	3,486.62	3,556.37		
		40		33.08	34.67	36.27	37.98	39.83	41.61	43.58	44.45		
2213	Electronics Technologist I	36.25	E51	1,975.98	2,047.71	2,127.74	2,217.59	2,298.48	2,398.35	2,513.36	2,563.62		
		36.25		27.25	28.24	29.35	30.59	31.7	33.08	34.67	35.36		
2214	Electronics Technologist II	36.25	E56	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,880.72		
		36.25		29.96	31.15	32.4	33.86	35.4	37.16	38.96	39.73		
2216	Electronics Technologist III	36.25	E61	2,398.35	2,513.36	2,629.41	2,753.38	2,887.39	3,016.62	3,159.75	3,222.96		
		36.25		33.08	34.67	36.27	37.98	39.83	41.61	43.58	44.45		
2217	Electronics Technologist IV	36.25	E64	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,451.82		
		36.25		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
F217	Electronics Technologist IV	40	F64	2,832.35	2,972.82	3,116.41	3,258.84	3,405.92	3,570.46	3,734.21	3,808.90		
		40		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
2707	Elevator Mech I	40	452		3,079.47								
		40			38.49								
2570	Equipment Operator	40	D30	1,851.12	1,917.07	1,981.94	2,053.52	2,122.81	2,195.26	2,273.49	2,318.96		
		40		23.14	23.96	24.77	25.67	26.54	27.44	28.42	28.99		
9453	Executive Chef	36.25	F15	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,951.34	3,084.16	3,145.83		
		36.25		32.4	33.86	35.4	37.16	38.96	40.71	42.54	43.39		
0300	Finance/Accting Asst I (pre Oct 27, 2022)	36.25	D31	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,366.48		
		36.25		26.07	26.98	27.88	28.84	29.83	30.93	32	32.64		
0302	Finance/Accounting Assistant I	36.25	D60	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,203.19				
		36.25		26.07	26.98	27.88	28.84	29.83	30.39				
0301	Finance/Accounting Asst II	36.25	D40	2,195.26	2,273.49	2,359.31	2,446.73	2,538.33	2,632.56	2,731.57	2,786.21		
		36.25		30.28	31.36	32.54	33.75	35.01	36.31	37.68	38.43		

3016	Fire Prev & Safety Officer	36.25	D32	1,917.07	1,981.94	2,053.52	2,122.81	2,195.26	2,273.49	2,359.31	2,406.52		
		36.25		26.44	27.34	28.32	29.28	30.28	31.36	32.54	33.19		
9454	Food Services Coordinator I	36.25	F12	1,825.26	1,901.41	1,981.42	2,064.24	2,150.94	2,241.50	2,336.10	2,382.82		
		36.25		25.18	26.23	27.33	28.47	29.67	30.92	32.22	32.87		
9457	Food Services Coordinator II	36.25	F14	1,975.98	2,047.71	2,127.74	2,217.59	2,298.48	2,398.35	2,513.36	2,563.62		
		36.25		27.25	28.24	29.35	30.59	31.7	33.08	34.67	35.36		
2900	General Trades Foreman	40	498		3,590.31								
		40			44.88								
3101	Groundswoker	40	D18	1,520.39	1,572.05	1,622.88	1,677.03	1,732.78	1,789.41	1,851.12	1,888.14		
		40		19	19.65	20.29	20.96	21.66	22.37	23.14	23.6		
3102	Groundswoker II	40	D29	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,287.40		
		40		22.86	23.63	24.45	25.26	26.14	27.03	28.03	28.59		
9334	Instructional Assistant I	36.25	D31	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,366.48		
		36.25		26.07	26.98	27.88	28.84	29.83	30.93	32	32.64		
9336	Instructional Assistant II	36.25	E58	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,012.40		
		36.25		31.15	32.4	33.86	35.4	37.16	38.96	40.74	41.55		
2705	Instrument Mechanic	40	458		3,140.61								
		40			39.26								
9534	Lab Technician I	36.25	E30	1,355.61	1,402.91	1,445.27	1,497.15	1,549.54	1,611.27	1,671.21	1,704.67		
		36.25		18.7	19.35	19.93	20.65	21.37	22.22	23.05	23.51		
9535	Lab Technician II	36.25	E40	1,611.27	1,671.21	1,732.07	1,792.74	1,862.90	1,937.80	2,009.39	2,049.57		
		36.25		22.22	23.05	23.89	24.73	25.7	26.73	27.72	28.27		
2609	Labourer Supervisor	40	D35	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,405.04	2,493.48	2,543.35		
		40		25.26	26.14	27.03	28.03	29	30.06	31.17	31.79		
2729	Landscape Gardener	40	497		2,406.52								
		40			30.08								
0657	Library Tech I	36.25	E43	1,700.43	1,762.86	1,831.07	1,900.34	1,975.98	2,047.71	2,127.74	2,170.25		
		36.25		23.45	24.32	25.26	26.21	27.25	28.24	29.35	29.93		
0662	Library Tech II (pre Oct 27, 2022)	36.25	E52	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,618.12		
		36.25		27.72	28.82	29.96	31.15	32.4	33.86	35.4	36.11		
0664	Library Tech II	36.25	E82	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,584.08		
		36.25		27.72	28.82	29.96	31.15	32.4	33.86	35.4	35.64		
2725	Locksmith	40	431		2,636.79								
		40			32.96								
2711	Machinist I	40	434		2,841.45								
		40			35.52								
2811	Machinist II	40	456		3,101.72								
		40			38.77								
9455	Maitre D'	36.25	F12	1,825.26	1,901.41	1,981.42	2,064.24	2,150.94	2,241.50	2,336.10	2,382.82		
		36.25		25.18	26.23	27.33	28.47	29.67	30.92	32.22	32.87		
2560	Materials Distributor I	40	D22	1,622.88	1,677.03	1,732.78	1,789.41	1,851.12	1,917.07	1,981.94	2,021.59		
		40		20.29	20.96	21.66	22.37	23.14	23.96	24.77	25.27		
2561	Materials Distributor II	40	D27	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,205.96		
		40		22.09	22.86	23.63	24.45	25.26	26.14	27.03	27.57		
2562	Materials Distributor III	40	D31	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,366.48		
		40		23.63	24.45	25.26	26.14	27.03	28.03	29	29.58		
2709	Mechanic I	40	453		3,083.76								
		40			38.55								
9532	Medical Lab Technologist I	36.25	E49	1,900.34	1,975.98	2,047.71	2,127.74	2,217.59	2,298.48	2,398.35	2,446.32		
		36.25		26.21	27.25	28.24	29.35	30.59	31.7	33.08	33.74		
9533	Medical Lab Technologist II	36.25	E54	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,748.00		
		36.25		28.82	29.96	31.15	32.4	33.86	35.4	37.16	37.9		

0347	Research Assistant I	36.25	E43	1,700.43	1,762.86	1,831.07	1,900.34	1,975.98	2,047.71	2,127.74	2,170.25		
		36.25		23.45	24.32	25.26	26.21	27.25	28.24	29.35	29.93		
0348	Research Assistant II	36.25	E55	2,127.74	2,217.59	2,298.48	2,398.35	2,513.36	2,629.41	2,753.38	2,808.46		
		36.25		29.35	30.59	31.7	33.08	34.67	36.27	37.98	38.74		
0349	Research Associate I	36.25	E66	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,543.11	3,613.98		
		36.25		37.16	38.96	40.74	42.57	44.63	46.68	48.87	49.85		
0357	Research Associate II	36.25	E81	2,920.68	3,059.75	3,198.83	3,337.91	3,477.00	3,616.07	3,755.15	3,894.23		
		36.25		40.29	42.2	44.12	46.04	47.96	49.88	51.8	53.71		
0350	Research Officer I	36.25	E51	1,975.98	2,047.71	2,127.74	2,217.59	2,298.48	2,398.35	2,513.36	2,563.62		
		36.25		27.25	28.24	29.35	30.59	31.7	33.08	34.67	35.36		
0351	Research Officer II	36.25	E60	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,148.35		
		36.25		32.4	33.86	35.4	37.16	38.96	40.74	42.57	43.43		
0352	Research Officer III	36.25	E69	2,887.39	3,016.62	3,159.75	3,307.44	3,459.76	3,621.54	3,789.40	3,865.19		
		36.25		39.83	41.61	43.58	45.62	47.72	49.95	52.27	53.31		
0353	Research Technologist I	36.25	E40	1,611.27	1,671.21	1,732.07	1,792.74	1,862.90	1,937.80	2,009.39	2,049.57		
		36.25		22.22	23.05	23.89	24.73	25.7	26.73	27.72	28.27		
0354	Research Technologist II	36.25	E48	1,862.90	1,937.80	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,618.12
		36.25		25.7	26.73	27.72	28.82	29.96	31.15	32.4	33.86	35.4	36.11
0355	Research Technologist III	36.25	E58	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,012.40		
		36.25		31.15	32.4	33.86	35.4	37.16	38.96	40.74	41.55		
0356	Research Technologist IV	36.25	E64	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,451.82		
		36.25		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
3030	Security Communication Officer	40	P01	1,732.79	1,802.72	1,875.50	1,951.20	2,029.74	2,111.14	2,195.44	2,239.36		
		40		21.66	22.53	23.44	24.39	25.37	26.39	27.44	27.99		
1313	Senior Project Coord	36.25	F68	2,774.51	2,904.93	3,041.44	3,184.38	3,334.06	3,490.77	3,654.82	3,727.91		
		36.25		38.27	40.07	41.95	43.92	45.99	48.15	50.41	51.42		
3040	Sergeant	40	P05	2,887.97	3,007.97	3,127.97	3,247.94	3,367.93	3,487.92	3,607.90	3,727.88		
		40		36.1	37.6	39.1	40.6	42.1	43.6	45.1	46.6		
9451	Service Worker	36.25	SW	1,166.84	1,206.89	1,248.33	1,289.82	1,332.74	1,377.04	1,422.93	1,470.42	1,518.76	1,549.15
		36.25		16.09	16.65	17.22	17.79	18.38	18.99	19.63	20.28	20.95	21.37
2720	Sheet Metal Worker I	40	454		3,099.92								
		40			38.75								
2820	Sheet Metal Worker II	40	464		3,378.64								
		40			42.23								
9456	Sous Chef	36.25	F13	1,700.43	1,762.86	1,831.07	1,900.34	1,975.98	2,047.71	2,127.74	2,170.25		
		36.25		23.45	24.32	25.26	26.21	27.25	28.24	29.35	29.93		
2721	Steamfitter I	40	458		3,140.61								
		40			39.26								
0503	Stockkeeper I	36.25	D21	1,603.00	1,657.00	1,708.67	1,767.08	1,828.61	1,890.34	1,956.10	1,995.22		
		36.25		22.11	22.86	23.57	24.37	25.22	26.07	26.98	27.52		
F503	Stockkeeper I (40 hrs)	40	H27	1,768.83	1,828.41	1,885.44	1,949.86	2,017.78	2,085.88	2,158.47	2,201.63		
		40		22.11	22.86	23.57	24.37	25.22	26.07	26.98	27.52		
0504	Stockkeeper II	36.25	D25	1,708.67	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,132.78		
		36.25		23.57	24.37	25.22	26.07	26.98	27.88	28.84	29.42		
F504	Stockkeeper II (40 hrs)	40	H31	1,885.44	1,949.86	2,017.78	2,085.88	2,158.47	2,230.25	2,307.26	2,353.41		
		40		23.57	24.37	25.22	26.07	26.98	27.88	28.84	29.42		
0505	Stockkeeper III	36.25	D29	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,287.40		
		36.25		25.22	26.07	26.98	27.88	28.84	29.83	30.93	31.55		
F505	Stockkeeper III (40 hrs)	40	H35	2,017.78	2,085.88	2,158.47	2,230.25	2,307.26	2,386.47	2,474.55	2,524.03		
		40		25.22	26.07	26.98	27.88	28.84	29.83	30.93	31.55		
0506	Stockkeeper IV	36.25	D37	2,090.96	2,162.73	2,242.57	2,320.10	2,405.04	2,493.48	2,586.65	2,638.40		
		36.25		28.84	29.83	30.93	32	33.17	34.39	35.68	36.39		

F506	Stockkeeper IV (40 hrs)	40	H43	2,307.26	2,386.47	2,474.55	2,560.10	2,653.83	2,751.44	2,854.26	2,911.35		
		40		28.84	29.83	30.93	32	33.17	34.39	35.68	36.39		
0501	Stores Clerk	36.25	D17	1,501.36	1,552.01	1,603.00	1,657.00	1,708.67	1,767.08	1,828.61	1,865.20		
		36.25		20.71	21.41	22.11	22.86	23.57	24.37	25.22	25.73		
F501	Stores Clerk (40 hrs)	40	H23	1,656.67	1,712.56	1,768.83	1,828.41	1,885.44	1,949.86	2,017.78	2,058.15		
		40		20.71	21.41	22.11	22.86	23.57	24.37	25.22	25.73		
9327	Student Advisor I	36.25	D27	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,205.96		
		36.25		24.37	25.22	26.07	26.98	27.88	28.84	29.83	30.43		
9328	Student Advisor II	36.25	E56	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,880.72		
		36.25		29.96	31.15	32.4	33.86	35.4	37.16	38.96	39.73		
9329	Student Advisor III	36.25	E65	2,629.41	2,753.38	2,887.39	3,016.62	3,159.75	3,307.44	3,459.76	3,528.93		
		36.25		36.27	37.98	39.83	41.61	43.58	45.62	47.72	48.67		
0346	Student Research Assistant	36.25	F10	1,248.33	1,289.82	1,332.74	1,377.04	1,422.93	1,470.42	1,518.76	1,549.15		
		36.25		17.22	17.79	18.38	18.99	19.63	20.28	20.95	21.37		
STU3	Student-Lab/Facilities Monitor	40	505		1,200.00								
		40			15								
STU2	Student-Non-Summer Relief	40	504		1,200.00								
		40			15								
STU1	Student-Summer	40	510		1,200.00								
		40			15								
9458	Team Lead Food Services	36.25	D20	1,572.05	1,622.88	1,677.03	1,732.78	1,789.41	1,851.12	1,917.07	1,955.41		
		36.25		21.68	22.38	23.13	23.9	24.68	25.53	26.44	26.97		
1308	Technical Aide	36.25	E36	1,497.15	1,549.54	1,611.27	1,671.21	1,732.07	1,792.74	1,862.90	1,900.17		
		36.25		20.65	21.37	22.22	23.05	23.89	24.73	25.7	26.21		
1309	Technologist I	36.25	E40	1,611.27	1,671.21	1,732.07	1,792.74	1,862.90	1,937.80	2,009.39	2,049.57		
		36.25		22.22	23.05	23.89	24.73	25.7	26.73	27.72	28.27		
1310	Technologist II	36.25	E48	1,862.90	1,937.80	2,009.39	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,618.12
		36.25		25.7	26.73	27.72	28.82	29.96	31.15	32.4	33.86	35.4	36.11
1311	Technologist III	36.25	E58	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,824.26	2,953.32	3,012.40		
		36.25		31.15	32.4	33.86	35.4	37.16	38.96	40.74	41.55		
1312	Technologist IV	36.25	E64	2,566.82	2,694.13	2,824.26	2,953.32	3,086.62	3,235.73	3,384.12	3,451.82		
		36.25		35.4	37.16	38.96	40.74	42.57	44.63	46.68	47.61		
2722	Welder I	40	446		2,936.70								
		40			36.71								
2410	Writer/Editor	36.25	E54	2,089.37	2,171.84	2,258.56	2,349.28	2,455.15	2,566.82	2,694.13	2,748.00		
		36.25		28.82	29.96	31.15	32.4	33.86	35.4	37.16	37.9		
F410	Writer/Editor	40	H60	2,305.54	2,396.53	2,492.21	2,592.32	2,709.13	2,832.34	2,972.82	3,032.28		
		40		28.82	29.96	31.15	32.4	33.86	35.4	37.16	37.9		

Grandfathered Job Code F-Series (Not available for use)												Not for use after October 3, 2010	
G503	Stockkeeper (40 hrs)	40	D27	1,767.08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,205.96		
		40		22.09	22.86	23.63	24.45	25.26	26.14	27.03	27.57		
G504	Stockkeeper II (40 hrs)	40	D31	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,366.48		
		40		23.63	24.45	25.26	26.14	27.03	28.03	29	29.58		

Grandfathered Pay Grades for existing codes that use 6 & 12 month merit dates (Not for use after March 7, 2019)

0041	Administrative Support I	36.25	D10	1,320.42	1,358.75	1,392.17	1,429.63	1,472.87	1,520.39	1,572.05	1,622.88	1,655.33	
		36.25		18.21	18.74	19.20	19.72	20.32	20.97	21.68	22.38	22.83	
0043	Administrative Support III	36.25	D18	1,520.39	1,572.05	1,622.88	1,677.03	1,732.78	1,789.41	1,851.12	1,917.07	1,955.41	
		36.25		20.97	21.68	22.38	23.13	23.90	24.68	25.53	26.44	26.97	
0044	Administrative Support IV	36.25	D26	1,677.03	1,732.78	1,789.41	1,851.12	1,917.07	1,981.94	2,053.52	2,122.81	2,165.24	
		36.25		23.13	23.90	24.68	25.53	26.44	27.34	28.32	29.28	29.87	
0045	Administrative Support V	36.25	D08	1,828.61	1,890.34	1,956.10	2,021.17	2,090.96	2,162.73	2,242.57	2,320.10	2,366.48	
		36.25		25.22	26.07	26.98	27.88	28.84	29.83	30.93	32.00	32.64	
0061	Customer Service Rep I	36.25	FSW	1,166.84	1,206.89	1,248.33	1,289.82	1,332.74	1,377.04	1,422.93	1,470.42	1,518.76	1,549.15
		36.25		16.09	16.65	17.22	17.79	18.38	18.99	19.63	20.28	20.95	21.37
9451	Service Worker	36.25	FSW	1,166.84	1,206.89	1,248.33	1,289.82	1,332.74	1,377.04	1,422.93	1,470.42	1,518.76	1,549.15
		36.25		16.09	16.65	17.22	17.79	18.38	18.99	19.63	20.28	20.95	21.37
3013	Bldg Patrol Officer	40	D14	1,429.63	1,472.87	1,520.39	1,572.05	1,622.88	1,677.03	1,732.78	1,767.42		
		40		17.87	18.41	19.00	19.65	20.29	20.96	21.66	22.09		
F041	Administrative Support I	40	H16	1,457.03	1,499.32	1,536.19	1,577.54	1,625.22	1,677.65	1,734.70	1,790.74	1,826.59	
		40		18.21	18.74	19.20	19.72	20.32	20.97	21.68	22.38	22.83	

LETTER OF UNDERSTANDING #1

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

AFFECTING LOCAL 038

Re: International Work Assignments

NAIT is increasingly expanding the scope of operations internationally. In the case that NAIT requires support staff in a mutually agreeable circumstance to undertake an assignment in a foreign country, the Parties agree that:

1. The compensation will be negotiated and agreed to by the Employer, the Employee and AUPE. The Employee shall receive all negotiated general wage increases during the term of the international assignment. The Employee shall be eligible to receive all merit increments.
2. The Employer shall provide health benefits based upon an international assignment and agreed to by the Employer, the Employee and AUPE.
3. Hours of work, days of work, vacation, and named holidays will be amended and agreed to by the Employer, the Employee and AUPE.
4. Union dues will be suspended for the term of the international assignment.
5. Upon the Employee's return to Alberta following the completion of the assignment, termination of the international contract, or early return by mutual agreement, the collective agreement shall apply, and the Employee shall revert to their former or equivalent position without any loss of seniority and compensation.

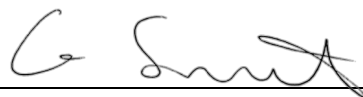
SIGNED ON BEHALF OF THE EMPLOYER



January 24, 2023

DATE

SIGNED ON BEHALF OF THE UNION



January 6, 2023

DATE

LETTER OF UNDERSTANDING #2
BETWEEN
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
AFFECTING LOCAL 038
AND THE NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

Re: Modified Hours of Work Program
("Averaging Agreement")

Peace Officer Level I & II ('POs')
Security Communication Officers ("SCOs")
and
Building Patrol Officers ("BPOs")

The Parties recognize the need for Protective Services to be delivered on a 24/7 basis. As such, it is agreed an hours of work system will be implemented as outlined below.

In accordance with Article 16 of the Collective Agreement the parties hereby agree to implement an Averaging Agreement for Peace Officers, Security Communication Officers and Building Patrol Officers employed in the NAIT Protective Services department.

The provisions of this agreement will take effect on the date of ratification of the 2020 – 2024 collective agreement.

The following is intended to provide guidance on the modified hours of work system implemented for employees in the above noted classifications who are employed in the NAIT Protective Services department.

1. Weekly hours will be forty (40) hours of work per week averaged over one complete cycle of the shift schedule. The cycle of the shift schedule will be eight (8) weeks in length.
2. Employees who occupy the PO and BPO classifications will work a schedule comprised of shifts that are twelve (12) hours, eleven (11) hours, and eight (8) hours in length. "Regular daily hours" shall mean the hours set out in the work schedule for any specific date and employee and reflect twelve (12), eleven (11) or eight (8) hours or a day of rest.
3. Employees who occupy the SCO classification will work a schedule comprised of shifts that are twelve (12) hours in length. "Regular daily hours" shall mean the hours set out in the work schedule for any specific date and employee and reflect twelve (12) hours or a day of rest.
4. Full-time employees will be paid salary of forty (40) hours per work week (eighty (80) hours bi-weekly) regardless of the hours actually scheduled and worked within each pay period.

5. When a new shift rotation (eg. 6 weeks, 8 weeks, etc.) affecting the SCOs, POs and BPOs is required, the Employer will provide employees at least four (4) weeks notice prior to becoming effective (unless the majority of employees affected by the schedule and the Employer agree to implement the work schedule on an earlier date).
6. If a change to an employee's shift is required due to operational requirements, the Employer shall provide twenty-four (24) hours' notice to the employee of the changed shift, unless unexpected circumstances prevent the Employer from providing twenty-four (24) hours notice.
7. If, due to operational requirements, a permanent change to an employee's shift schedule is required, the employee shall be provided seven (7) days' notice of change in their shift schedule, unless otherwise agreed to between the employee and Employer.
8. Employees shall have all benefits and entitlements calculated so as to ensure no loss or gain in employee entitlements. The Articles listed below will be administered in the following manner:
 - a. Clause 14.05 (Attendance – Resignation Notice) – employees will provide four (4) calendar weeks' notice of intent to resign employment
 - b. Article 15 (Hours of Work) – due to the modified hours of work system utilized by this operational unit, this Article will not apply; with the exception of Clauses 15.03, 15.04, 15.06, 15.09, and 15.10.
 - c. Article 25 (Disability and Wellness in the Workplace) – an Employee who is absent in excess of three consecutive scheduled shifts will be required to produce a medical note in accordance with Clause 25.03. Utilization of casual or general illness hours will be based on scheduled hours of work for the day(s) or portion thereof where casual illness or general illness is utilized; there will be no change to the average weekly pay received by the employee
 - i. Casual Illness – replace ten (10) working days with “eighty (80) hours”
 - ii. General Illness – replace eighty (80) working days with “six-hundred and forty (640) hours”
 - d. Article 26 (Long Term Disability) – employees may be eligible for LTD benefits after a continued disability of six hundred and forty (640) hours
 - e. Article 29 (Paid Holidays) – employees will be eligible for the provisions of this article in accordance with the scheduled daily hours on the particular holiday worked. Christmas Leave holidays will be handled in accordance with Section 5 below.
 - f. Article 30 (Annual Vacation Leave) – vacation will be earned in accordance with actual hours scheduled and worked and utilized in accordance with the scheduled hours of work for which the employee is away during a period of vacation leave.

- g. Article 31 (Special Leave) – entitlements under Article 31.01 will be converted to hours (e.g. 31.01(c) “...a total of forty-eight (48) hours...”). Utilization of Special Leave will be based on scheduled hours of work for the day(s) special leave is utilized; there will be no change to the average weekly pay received by the employee. Entitlements under Article 31.02 will not be converted to hours and will be utilized based on an occasion of absence equaling one day with no impact to their average hours or paid salary, regardless of scheduled hours for the day.
 - h. Notwithstanding the above, employees shall be entitled to use the Wellness day (Clause 25.24) for one occasion of absence with no impact to their average hours or paid salary, regardless of the scheduled hours for the day.
9. If an Employee’s regularly scheduled day of rest falls on a day that the Employer has granted as a day of Christmas Leave in accordance with 29.12 (December 25, 26, January 1, or a lieu day for any one of those days, or any other paid days the Employer grants to other employees), he shall receive time off in lieu at eight (8) hours for each of those days, to be taken in accordance with Article 29. If an Employee is required to work on a day that the Employer has granted as a day of Christmas Leave in accordance with 29.12, the Employee will be paid out outlined in Clause 29.12.
 10. Time off in lieu (“TOIL”) accumulated and not taken by June 15 and December 15 in each year shall be paid out unless otherwise mutually agreed. Employees covered by this letter of understanding shall be able to accrue up to eighty (80) hours of TOIL in each of the six month periods – January 1st to June 30th and July 1st to December 30th. Requests to carry over TOIL shall be submitted by the Employee in writing prior to June 1 or December 1, indicating a plan for usage of the TOIL within the next six (6) months; plan will be approved where it is operationally feasible.
 11. Notwithstanding Section 4, upon resignation or termination of employment, hours will be reconciled and appropriate adjustments to paid time based on actual hours worked will be made. For example, payment to the Employee for hours owing, where hours greater than forty (40) in a week have been worked (including payment at overtime rate where applicable) or alternatively, a deduction of paid time where an employee has received pay for hours greater than hours actually worked as of the last day of employment.

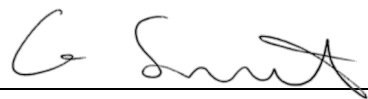
SIGNED ON BEHALF OF THE EMPLOYER



January 24, 2023

DATE

SIGNED ON BEHALF OF THE UNION



January 6, 2023

DATE

Letter of Understanding #2 - AMENDMENT

Between

The Alberta Union of Provincial Employees (AUPE)

Local 038

(the “Union”)

And

The Northern Alberta Institute of Technology

(NAIT)

(the “Employer”)

Modified Hours of Work Program (“Averaging Agreement”)

Re: Peace Officer Level I & II (‘POs’)

Security Communication Officers (“SCOs”)

and

Building Patrol Officers (“BPOs”)

The parties agree to amend the Letter of Understanding – Modified Hours of Work Program (“Averaging Agreement”) contained in the Collective Agreement ratified October 27, 2022, as follows:

Section 1 – Amend to read:

Weekly hours will be forty (40) hours of work per week averaged over one complete cycle of the shift schedule. The cycle of the shift schedule **may be up to and including twelve (12) weeks in length.**

Section 5 – Amend to read:

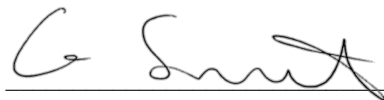
When a new shift rotation (eg. 6 weeks, 8 weeks, **12 weeks** etc.) affecting the SCOs, POs and BPOs is required, the Employer will provide employees at least four (4) weeks notice prior to becoming effective (unless the majority of employees affected by the schedule and the Employer agree to implement the work schedule on an earlier date).

ON BEHALF OF THE EMPLOYER



DATE: Oct 11/23

ON BEHALF OF THE UNION



DATE: October 10, 2023

LETTER OF UNDERSTANDING #3

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

Re: Peace Officers Level I ('POs'), Security
Communications Officers ('SCOs') and Building
Patrol Officers ('BPOs')

Re: In Charge Assignment

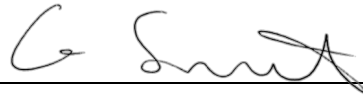
The Employer and the Union agree to establish an hourly premium of \$2.00/hour to be paid to all POs who are assigned to be 'in charge' for a full shift or portion thereof, as determined and assigned by the Employer.

The Employer will provide the POs with a description of the 'in charge' duties and responsibilities along with any required training or orientation.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF UNDERSTANDING #4

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

RE: Return Service Commitment for Peace Officer Induction Program Training

In order for Peace Officers to legally perform the full range of the patrol function, they must have completed the Level 1 Community Peace Officer Induction Program Training offered by the Alberta Solicitor General's Staff College. The parties agree that if the training has not been completed prior to hire, NAIT will pay for the tuition cost as well as the costs of the staff member's salary and benefits incurred during the training period. In return for reimbursement of the training, salary and benefits expenses, the staff member shall provide a return service commitment to NAIT of one year from the date they receive their Peace Officer appointment from the Solicitor General. Any approved absences of greater than thirty (30) calendar days shall be added to the return service commitment period. Should the staff member resign prior to fulfilling a minimum on a one (1) year commitment, the tuition costs shall be repaid to NAIT on a pro-rated basis upon termination, as follows:

$$\frac{\text{Total Tuition Cost}}{26} \times \text{Number of pay periods remaining in commitment period} = \text{Cost of Period}$$

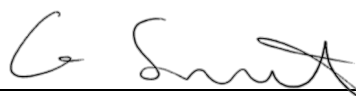
SIGNED ON BEHALF OF THE EMPLOYER



January 24, 2023

DATE

SIGNED ON BEHALF OF THE UNION



January 6, 2023

DATE

LETTER OF UNDERSTANDING #5

BETWEEN

**NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)
AND**

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

**RE: Seasonal work in Applied Research Portfolios
Averaging Agreements**

Whereas the operations of the Applied Research Portfolios have unique circumstances regarding the nature and seasonality of the work as well as, the impact of weather on the work of the Applied Research Portfolios, the following provisions shall apply to salaried (permanent and temporary) and casual AUPE staff hired for seasonal work, in the following classifications in NAIT Applied Research Portfolios:

Research Associate I & II (to be determined)

Research Assistant I & II

Research Technologist I, II, III, IV (to be determined)

Student Research Assistant

Research Officer I, II, III

From the end of April to the end of October of each year, a temporary averaging agreement regarding the hours of work for affected employees shall be implemented as per the provisions of Article 16 – Modified or Averaging Agreements and include the following:

- a) Shift schedules shall range from two (2) to twelve (12) weeks in length and may not necessarily be required to repeat during the duration of the Agreement.
- b) Weekly hours of work averaged over one cycle of the shift schedule shall be thirty-six point two five (36.25) hours.
- c) An average of 2 rest days per week over the cycle of one shift schedule. Saturday and Sunday are not designated as a weekend, given the 7 day rotational schedule.
- d) Days of rest are normally consecutive, unless there are extenuating circumstances.
- e) Shift schedules shall allow for day and evening shifts.
- f) Shift lengths may be 10, 11 or 12 hours in length.

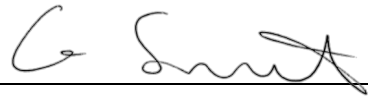
- g) Notice of changes to an employee's shift due to inclement weather and/or safety will be provided to employees as soon as reasonably possible and the provisions of Article 15.03(a) and 15.04(a) will not apply.
- h) Given the nature of the shift schedule encompassing 7 days a week, weekend premiums shall not apply.
- i) Given the nature of the shift length and shift schedule, a shift premium will be paid to employees for all hours worked between 6:00 pm to 6:00 am.

Effective November 1st of each year salaried staff members will revert back to their standard hours of work and shift schedule of Monday to Friday.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF UNDERSTANDING #6
BETWEEN
NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
ON BEHALF OF LOCAL 038

**RE: Forest Technology
and
Biological Sciences Technology Programs (Conservation Biology &
Environmental Management and Assessment)**
**Employees hired for Field Course Educational Support
Temporary Averaging Agreement**

Whereas the operations of the Forest Technology and Biological Sciences Technology have unique circumstances regarding the nature and seasonality of student field placement work, the following provisions shall apply to casual AUPE staff hired into the following classifications in Forest Technology and Biological Sciences Technology:

Educational Lab Technologists I & II

From the end of July to the end of December in any one year, NAIT may hire casual employees for no longer than 60 consecutive calendar days and work an averaging agreement that will include the following provisions:

- a) Shift schedules shall be up to five (5) weeks in length.
- b) Weekly hours of work averaged over one cycle of the shift schedule shall be 40 hours.
- c) An average of 2 rest days over the cycle of one shift schedule. Saturday and Sunday are not designated as a weekend, given the 7 day rotational schedule.
- d) Days of rest may not necessarily be consecutive.
- e) Shift lengths may be 10, 11 or 12 hours in length.

- f) Notice of changes to an employee's shift due to inclement weather and/or safety will be provided to employees as soon as reasonably possible.
- g) Given the nature of the shift schedule encompassing 7 days a week, weekend premiums shall not apply.
- h) Given the nature of the shift length and shift schedule, a shift premium will be paid to employees for all hours worked between 6:00 pm to 6:00 am.

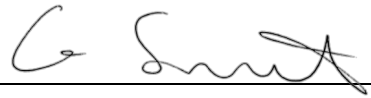
SIGNED ON BEHALF OF THE EMPLOYER



January 24, 2023

DATE

SIGNED ON BEHALF OF THE UNION



January 6, 2023

DATE

LETTER OF UNDERSTANDING #7

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

RE: Conference and Event Services

For all Conference and Events Services Employees, 15.02(d) shall not apply and the shift schedule shall be posted on Thursdays no later than 12:00 pm (noon) for the following calendar week.

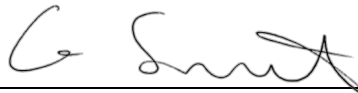
For Conference and Event Services Employees only, 15.03(a) shall not apply and changes in hours of work and the allocation of additional hours (not regularly scheduled) may be offered on the basis of the following equal factors - Employee skills, availability, category and seniority, and mutually agreed to by the Employee and the supervisor.

For Conference and Events Services Employees only, 15.04(a) shall not apply and changes in the shift schedule and the allocation of additional hours (not regularly scheduled) may be offered on the basis of the following equal factors – Employee skills, availability, category and seniority, and mutually agreed to by the Employee and the supervisor.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF UNDERSTANDING #8
BETWEEN
NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)
AND
ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)
ON BEHALF OF LOCAL 038
RE: Joint Review of Casual Positions

Within six (6) months following ratification of this renewal Collective Agreement, the Parties agree to meet and discuss the number of casual employees who have been appointed to a temporary position as a result of working in excess of 1000 hours in the fiscal year. The parties agree to review the circumstances surrounding the appointment to a temporary position to determine whether the department operationally requires Temporary, Recurring, Permanent Full-Time or Part-Time positions.


Following the initial Joint Review of Casual Positions, AUPE Local 038 may, once per fiscal year, request an additional joint review of the hours worked by specific Casual Employees as identified by the Local.

The establishment of any positions resulting from this review will be determined by the Employer and in accordance with the provisions of the Collective Agreement.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF UNDERSTANDING #9

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

RE: Forty (40) Hour Rates of Pay

The Parties agree that the previously established rates of pay for the forty (40) hour job codes commencing with 'F' in the Appendix are inaccurate when compared to the rates of pay for the thirty-six and a quarter (36 ¼) hour job codes for the same class.

The premise for the change is that there should be no difference in the hourly rate of pay for Employees working in a thirty-six and a quarter (36 ¼) hour class and those working in a forty (40) hour class. Currently the hourly rates of pay are different. The job codes affected are F041, F042, F043, F044, F045, F046, F103, F104, F216, F501, F503, F504, F505, and F506.

Effective July 1, 2013, a new pay schedule / grid was implemented and published in the Appendix for all new hires in the above-mentioned job codes which reflect the same hourly rate of pay for the forty (40) hour job codes and the thirty-six and a quarter (36 ¼) hour job codes.

The Employer has grandfathered three (3) Employees' rates of pay in these job codes and will continue to pay these Employees at the adjusted rates until they leave the employ of the Employer.

SIGNED ON BEHALF OF THE EMPLOYER



January 24, 2023

DATE

SIGNED ON BEHALF OF THE UNION



January 6, 2023

DATE

LETTER OF UNDERSTANDING #10

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

AFFECTING LOCAL 038

RE: Grandfathered Job Codes

The parties agree to remove from the Collective Agreement the following grandfathered job codes due to there no longer being incumbents in these positions.

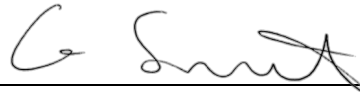
Grandfathered Job Code F-Series			
Job Code	Description		EE Count
G045	Administrative Support V		0
G103	Administrative Officer I		0
G104	Administrative Officer II		0
G505	Stockkeeper III (40 hrs)		0

Grandfathered Pay Grades for existing codes that use 6 & 12 month merit dates			
Job Code	Description	Grade	EE Count
0041	Administrative Support I	D10	0
3013	Bldg Patrol Officer	D14	0
F041	Administrative Support I	H16	0

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF UNDERSTANDING #11

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

RE: International Students

The parties agree that international students with a student work permit are exempt, upon request from the Employee, from the one thousand (1,000) hour limit on casual hours (1.01(h)) for a period not to exceed two (2) calendar years from date of commencement.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

DATE

January 6, 2023

DATE

LETTER OF AGREEMENT #12

BETWEEN

NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

AND

ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)

ON BEHALF OF LOCAL 038

RE: Arbitration Decision Regarding Intent of Notice Period in Articles 23 and 24

Whereas there are currently unresolved Grievances awaiting advancement to Arbitration, relating to the Parties' difference of interpretation of the current language in Articles 23 and 24 relating to Notice Period, the Parties agree that upon receiving the decision of the Arbitrator the Parties shall meet to discuss and amend the relevant provisions in Articles 23 and 24 to provide any necessary clarity and reflect the Arbitrator's decision.

The parties agree to meet within thirty (30) days of the Arbitrator's decision or subsequent appeal decision, if applicable.

SIGNED ON BEHALF OF THE EMPLOYER



SIGNED ON BEHALF OF THE UNION



January 24, 2023

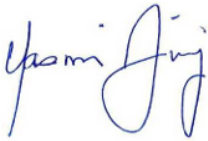
DATE

January 6, 2023

DATE

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed by their duly authorized officers in that behalf the day and year first written below.

DATED AT EDMONTON, ALBERTA THIS 6TH DAY OF JANUARY, 2023.




Chairperson, Board of Governors



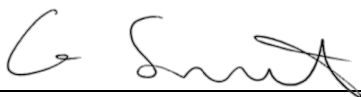
Witness



President, N.A.I.T.



Witness



President, A.U.P.E.



Witness

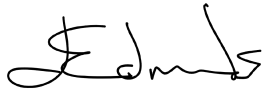
LETTER OF UNDERSTANDING
BETWEEN
THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE LOCAL 38)
AND
THE NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY (NAIT)

Re: Article 40 Classification

NAIT has determined that an additional classification of work is required to meet the ongoing needs of the organization.

The parties hereby agree to the following:

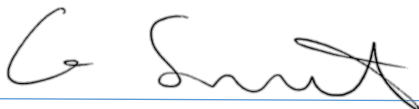
1. This Letter of Understanding will be effective December 20, 2023.
2. The following classifications and corresponding pay shall be incorporated into the next negotiated collective agreement:
Tutor I
Tutor II
3. The pay level assignment for each the above-mentioned classifications shall be:
 - a) Tutor I - Alberta Minimum Wage
 - b) Tutor II – Grade D31
4. All other terms and conditions of the current collective agreement shall apply.



On behalf of the Employer (NAIT)

January 16, 2024

Date



On behalf of the Union (AUPE)

January 19, 2024

Date

**Letter of Agreement
between
Northern Alberta Institute of Technology (NAIT)
and
Alberta Union of Provincial Employees local 038 (AUPE)**

**RE: Joint Review of
Budget Officers and Systems Analysts
Positions**

WHEREAS budget officers and systems analysts positions, prior to July 1, 2022, were excluded from the AUPE bargaining unit at NAIT, as per the Public Service Employee Relations Act (PSERA); and

AS A RESULT of the Bill 29 amending schedule 7(1) and (2) of PSERA that excludes polytechnics from this legislation, the parties hereby agree to the following:

1. NAIT and AUPE will engage in a joint review of budget officer and system analyst positions at NAIT to determine if any positions ought to be placed in the AUPE support staff bargaining unit.
2. NAIT and AUPE will generally, apply the criteria set out by the Alberta Labour Relations Board to determine whether or not any budget officers or systems analysts should be moved into the AUPE support staff bargaining unit.
3. NAIT and AUPE will determine, as part of the joint review process, the appropriate timeline to conduct the review and action any movement of positions that are agreed upon to be moved into the AUPE support staff bargaining unit.
4. If there is disagreement on whether a budget officer or systems analyst position ought to remain out of scope or be moved into the AUPE support bargaining unit, either party may choose to make application to the Alberta Labour Relations Board for a determination.

On behalf of NAIT



December 22, 2023

Date

On behalf of AUPE



January 2, 2024

Date