

Without Prejudice

**Letter of Agreement
between
Northern Alberta Institute of Technology ('NAIT')
and
NAIT Academic Staff Association ('NASA')
Re: Voluntary Departure Program – 2020**

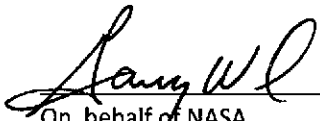
The parties agree to implement a Voluntary Departure Program ('VDP') with its purpose being to provide NASA members the option of resigning from employment and receive severance, which will in turn, minimize the disruption caused by involuntary redundancy. One key outcome of the program is that it must result in reasonable financial savings to NAIT.

The terms of the program will be as follows:

1. The VDP will be offered once, from March 2, 2020 to March 18, 2020 with no further obligation on the Employer to offer again in the future.
2. The VDP will be offered to all salaried staff members in the bargaining unit who are actively at work as of March 2, 2020. In addition:
 - a. Employees on any approved leave of absence, including Professional Development Leave as per Section 24 or any Funded Leave of Absence Plan, as per Section 25 of the Collective Agreement may apply for the VDP.
 - b. Employees who are on General Illness, Long Term Disability or extended Workers' Compensation Board claims, may apply for the VDP.
 - c. Employees who have entered into a Phased in Retirement Plan or have already submitted notice of resignation or retirement are not eligible for VDP.
 - d. Employees who are away from the workplace during the notification and application period of the VDP will be notified via their NAIT email; no further notification attempts will be made.
3. The VDP will be offered prior to any declaration of Redundancy and commencement of the process outlined in Section 46 of the NAIT/NASA Collective Agreement.
4. Criteria for approval and acceptance of an employee's application for VDP will be determined solely by NAIT. An Employee's VDP application will only be approved if it results in a reasonable cost savings for NAIT.
 - a. Approval or denial of an application for VDP will not be subject to the grievance procedure.
5. Employees who have their application for VDP declined will maintain their eligibility to participate in the voluntary redundancy process, as per Section 46.05 and 46.06 of the Collective Agreement, should it become operationally feasible in their work unit, as determined by NAIT.
6. Employees whose VDP applications are accepted will resign from NAIT within two (2) weeks, subject to operational requirements. Instructional staff may be required to continue work until the end of the academic term or intake, as determined by their program leadership.
7. Employees who accept a voluntary departure package will be deemed to have resigned from their employment, as per Section 46.06 of the Collective Agreement whereby the Employee shall forgo all other

considerations under the Collective Agreement, including but not limited to, Sections 46.07 through 46.14.

8. Employees accepted for the VDP will receive severance in accordance with the provisions of Section 46.13(b) of the Collective Agreement and will not be eligible to receive pay in lieu of notice or working notice as outlined in Section 46.11.
 - a. Part Time employees will receive severance pro-rated to their FTE at the time of application for the program.
9. Health and Dental benefits for employees who resign under the VDP will continue until the end of the month in which they were notified of their acceptance under the program, or until the end of the month in which they work their last day of work, whichever is later.
10. Once an Employee submits their application for VDP it cannot be rescinded unless there are unforeseen, extenuating circumstances. A request to withdraw an application must be submitted to the Provost/Vice President Academic who will either approve or deny it.
11. An employee who commences a leave of absence greater than five (5) days after submitting their application for VDP and their application is approved, will maintain their resignation date, as per the terms outlined in #6 above.
12. Employees who as of March 2, 2020 have received approval to use EPDA funds shall receive payment of the approved amount of EPDA funds prior of their last day of work. The Employee is not eligible to receive any additional department funds that may have been approved in conjunction with their EPDA funds.
13. Employees who are accepted under VDP and who currently participate in the Dependent Scholarship Plan (as per Section 56) can continue to access the Plan for courses ending up to and including December 31, 2020. Employees will not be eligible for the provisions of Section 36 ('Tuition') beyond their last date of employment, except for courses they are already enrolled in for which they have already received approval for tuition to be waived.
14. If an employee, who during their severance period, is re-hired or awarded contract work (credit or non-credit) by NAIT, they will, as a condition of re-employment and/or their contract, be required to re-pay NAIT the amount equal to the remaining number of weeks of the severance they received under the VDP.
15. The Association will be notified of the names and severance amounts of all employees accepted for the VDP.
16. All provisions of the Collective Agreement will apply, except as modified by this Agreement.


On behalf of NASA

Feb 26, 2020
Date


On behalf of NAIT

Feb 20, 2020
Date