# AGREEMENT

**between the**

**BOARD OF GOVERNORS**

**and the**

**ACADEMIC STAFF ASSOCIATION**

**of the**

**NORTHERN ALBERTA**
**INSTITUTE OF TECHNOLOGY**

**2024-2028**

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This Agreement made

BETWEEN

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

of the

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

as established by the Post-secondary Learning Act

of the first part

and

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

of the second part.

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

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

WHEREAS the Institute and Association agree that it is in both parties' interests to foster and sustain a healthy work life balance for all staff covered by this collective agreement; and

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

NOW THEREFORE, the Parties mutually agree as follows:

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# 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) "Academic year" means the period from September 1 to August 31;

(c) “Assignable Thresholds” means the number of Scheduled Instruction Hours (SIHs) allocated to a staff member in one academic year;

(d) "Association" means the Academic Staff Association of the Northern Alberta Institute of Technology;

(e) "Association representative" means a person who is selected by the Academic Staff Association to act on behalf of those members;

(f) “Asynchronous” means not simultaneous or concurrent in time;

(g) "Board" means the Board of Governors of the Northern Alberta Institute of Technology, or its designee(s);

(h) “Casual staff member” is an employee whose employment has a defined term/duration. An employee in this employment category will not be expected to perform the full scope of the classification into which they are hired;

(i) “Category of Instruction” means instructional delivery in the following credential: degree, diploma/certificate or apprenticeship;

(j) “Comparable assignment” or “work of a comparable nature” means employment in an equivalent classification with the same hours (FTE) with similar responsibilities and duties;

(k) "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;

(l) “Continuing full time or continuing part time staff member” is an employee whose employment has no specified termination date;

(m) “delivery modality” or “mode of delivery” means the method or way in which educational content is conveyed from instructor to students;

(n) "designated officer" or “designate” means a person who is authorized to act on behalf of the Institute or the Association;

(o) “out of scope leader” means an individual who occupies a management, out of scope position;

(p) "disciplinary action" or "discipline" includes a dismissal, suspension, demotion, withheld merit increment, or letter of warning. Any form of discipline will be issued following the tenets of progressive discipline and for just cause.

(q) "dismiss" means to terminate a staff member's employment relationship with the Institute, for just cause;

(r) “Full time staff member” means a person employed to work full time hours as defined in Article 15;

(s) "hourly rate" means the biweekly salary divided by seventy-two and one-half (72.5) hours;

(t) "increment" means the difference between one step and the next step within the pay range;

(u) “Institute" means the Northern Alberta Institute of Technology;

(v) “limited competition” means a competition for a vacant position that is limited to those individuals who have been made redundant in the past twelve (12) months and meet the eligibility criteria in Article 46.14(e);

(w) "maximum salary" means the highest step of the pay range assigned to a classification;

(x) "minimum salary" means the lowest step of the pay range assigned to a classification;

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(y) “minor course development” means ongoing work to update and revise course content that involves activities that are not described in Article 16.03(8);

(z) "month" means a calendar month;

(aa) “new course delivery” means a course that has not been taught by the instructor following the most recent major course development. Courses that have undergone major course development or the instructor hasn’t taught the course for five (5) years are considered as new course delivery;

(bb) “part-time” means a staff member who is required to work less than full daily, weekly, or monthly hours;

(cc) "pay range" means the salary steps assigned to the classification(s) listed in within the salary schedule;

(dd) "President" means the Chief Executive Officer of the Northern Alberta Institute of Technology, or designated representative;

(ee) "probationary staff member" means a person who is serving a probationary period;

(ff) “program leadership” means chair and/or associate chair;

(gg) “Salary” means the sum of amounts, derived from the Annual Salary Schedule and applicable Article 54 stipends, paid to a staff member. “Biweekly Salary" means salary divided by 26;

(hh) “Scheduled instruction hour” (SIH) is a period of either curriculum or hands-on skills instruction which takes place in a lab, classroom, shop, field, practicum, regardless of delivery modality that is 60 minutes in duration. SIHs shall be rounded up to the nearest half hour as determined by the duration of the period of instruction.

(ii) “Scheduling accommodation” means the adjusting of course schedules, required meetings or other related activities that take place during regular hours as defined in Article 15, to allow staff members to participate in Association business in accordance with Article 12. This includes accommodations made on a semester or ad hoc basis.

(jj) "staff member" means a person employed by the Institute as an academic staff member pursuant to the Post-secondary Learning Act and who is covered by this collective agreement, as per Article 2, Jurisdiction;

(kk) "step" means a single salary rate within the pay range;

(ll) “subject matter expert” means a professional with expertise and knowledge in a particular subject, process, or technical skill;

(mm) “substitution” shall mean the replacement of an absent instructor by another instructor on the authority of a work unit leader. The substitute should have the appropriate technical expertise to ensure instructional continuity;

(nn) “synchronous” means existing or occurring at the same time;

(oo) “Temporary full time or part time staff member” is an employee whose employment has a defined term/duration, with an expected end date. Temporary staff members are expected to perform the full scope of the classification into which they are hired;

(pp) "V modifier" means payment as defined in Article 18.13;

(qq) "work day" means any day on which a staff member is normally expected to be fulfilling the duties and responsibilities of the position for which they were hired;

(rr) "work unit" means a definable group of staff members having a common reporting relationship to a single leader or leadership team.

(ss) “Medical practitioner” means a physician, surgeon, or nurse practitioner.

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## ARTICLE 2
## JURISDICTION

2.01 This Agreement will apply to staff members and persons in continuing, temporary and casual employment delivering Advanced Education Ministry approved credit programming, and/or employed and designated as an academic staff member pursuant to the Post Secondary Learning Act.

## ARTICLE 3
## APPLICATION (EMPLOYEE TYPE)

3.01 This Agreement applies to all continuing staff members.

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

3.02 The total number of Scheduled Instruction Hours (SIHs) delivered by Continuing staff members will not be less than seventy percent (70%) of the total annual number of SIHs delivered across the Institute.

The headcount ratio for Librarians, Counsellors, and C&I Specialists will not be less than seventy-one percent (71%) and does not include those backfilling for continuing staff on the following leaves of absence: maternity/parental leave, general illness leave, long term disability leave (with or without pay), WCB leave, compassionate care leave.

3.03 Temporary Staff Members

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

3.04

(a) Staff members hired for temporary employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply or are to apply as amended below:

| | |
|---|---|
| Article 19 | Special Leave |
| Article 22 | Maternity and Parental Leave |
| Article 23 | Illness Leave (except Articles 23.01, 23.02, and 23.03,'Casual Illness' would apply) |
| Article 24 | Professional Development |
| Article 28 | Long Term Disability Insurance Plan (LTD) |
| Article 34 | Membership in Professional Association |
| Article 46 | Redundancy |
| Article 55 | Phased-In Retirement Plan |
| Article 56 | Dependent Scholarship Plan |
| Article 57 | Wellness Days |

(b) When a continuing staff member is on an approved leave and the Employer determines that a replacement is required to perform the full scope of the work, a temporary staff member will be hired.

(c) The hours of work for a temporary staff member shall be established at the commencement of each assignment in accordance with Article 16. The SIHs for a term, semester or apprenticeship intake would not exceed that of a continuing staff member in the same program, for a similar period.

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

(e) Temporary staff members may be offered a leadership assignment. Prior to the Employer assigning a temporary employee a leadership assignment, it shall consult with the Association regarding length of the designated term, and Article 43.03 will apply.

(f) Temporary staff members shall not normally be assigned major curriculum development.

(g) The temporary staff members will not have access to the grievance procedure for matters related to termination of their employment as a result of the conclusion of the work assignment. If the employee is

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terminated prior to the conclusion of their agreed upon employment end date, for reasons related to an alleged human rights violation, the employee may have access to the grievance procedure.

(h) A temporary staff member who has been working fulltime shall become a continuing staff member if all of the following criteria are met:

i. The individual has worked at least two (2) academic terms in each of the three (3) years immediately preceding the potential conversion date; and

ii. The fulltime position is not created based upon the incumbent's skill set but rather the incumbent is a subject matter expert to the program's needs; and

iii. There is reasonable belief that there will be an ongoing need for a fulltime staff member to perform the full scope of the instructor role, for the foreseeable future; and

iv. The temporary staff member has not been hired to fill one or more vacancies created by a continuing staff member who is away from their assignment/position. In such cases the temporary staff member may be retained as a temporary employee.

For the purpose of this provision, an academic term means an equivalent of 15 weeks during the following time periods:

- Fall
- Winter
- Spring/Summer (combined)

The prospect of a temporary staff member becoming classified as a continuing staff member shall in no way prevent that applicant being selected for a temporary position.

3.05 Casual staff member

(a) Staff members hired for casual employment will qualify for the terms and conditions of this Agreement, except the following articles shall not apply or are to apply as amended below.

| | |
|---|---|
| Article 15 | Hours of Work (except as referenced below) |
| Article 16 | Instructor Workload (except as referenced below) |
| Article 17 | Paid Holidays |
| Article 18 | Annual Vacation Leave |
| Article 19 | Special Leave |
| Article 21 | Leave Without Pay |
| Article 22 | Maternity and Parental Leave |
| Article 23 | Illness Leave |
| Article 24 | Professional Development |
| Article 25 | Funded Leave of Absence Plan |
| Article 27 | Group Benefits Plan |
| Article 28 | Long Term Disability Insurance Plan (LTD) |
| Article 29 | Business Travel Coverage |
| Article 30 | Workers' Compensation Supplement |
| Article 31 | Group Insurance (except that Accidental Death and Dismemberment for Institute Business Travel shall apply) |
| Article 32 | Pension Plan |
| Article 33 | Employment Insurance Premium Reduction Rebate |
| Article 34 | Membership in Professional Association |
| Article 35 | NAIT Tuition Benefit |
| Article 44 | Acting Incumbent Role |
| Article 46 | Redundancy |
| Article 54 | Salary |
| Article 55 | Phased-in Retirement Plan |
| Article 56 | Dependent Scholarship Plan |
| Article 57 | Wellness Days |

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(b) Casual staff members will have a defined assignment with a specific term or duration of employment. Casual staff members hired into the Instructor classification will normally be hired to perform components #1 and #2 of the Instructor Workload Model as outlined in Article 16.

(c) Casual instructional assignments will be determined by the out of scope leader and established as soon as reasonably possible, taking into account the operational needs of the work unit.

(d) Continuing and temporary staff members will be considered for casual assignments. NAIT is committed to a transparent selection process for casual assignments that will be determined by each School and shared with NASA annually. Casual SIHs worked by continuing and temporary staff members shall not be counted towards their thresholds.

(e) The hours of work for a casual staff member shall be established by the out of scope leader at the commencement of each assignment. Hours of work for instructional assignments will take into account required work in components #1 and #2 of the Instructor Workload Model as outlined in Article 16.

(f) In no case shall paid hours of work exceed thirty-six and a quarter (36.25) hours per week for casual staff members.

(g) It is the responsibility of the out of scope leader and Chair and/or Associate Chair to provide access to orientation, training and other resources to casual staff members so they are prepared to complete their assignment(s).

(h) The casual staff member will not have access to the grievance procedure for matters related to termination of their employment due to the conclusion of the work assignment. If the employee is terminated prior to the conclusion of their agreed upon employment end date, for reasons related to an alleged human rights violation, the employee may have access to the grievance procedure.

(i) Casual staff members shall not be assigned leadership roles.

(j) Casual staff members shall not normally be assigned major curriculum development.

(k) All Casual staff members, including those who are also continuing or temporary staff members will be paid according to the casual pay scale as outlined in the Casual Employee Hourly Rate of Pay Grid for the SIHs delivered as a casual staff member. The hourly rates of pay per SIH in the appendix are inclusive, recognizing instructional delivery, instructor prep time, student assessment and student support (e.g. office hours).

(l) Casual instructors may be required to complete various forms of orientation and/or training, as determined by the Employer, for which they will be paid the training rate prescribed in the Salary schedule for Casual staff members. Training/orientation hours will not be considered SIHs or compensated as such.

3.06

(a) The Institute shall provide the Association the ratios according to the following schedule:

- Fall Term – January 31st
- Winter Term – May 31st
- Academic Year – 30 days after the end of the academic year

(b) Temporary and Casual Instructor SIH Ratio

If the ratio is less than 70% at the end of the fall term, the Institute shall consult with the Association to develop a plan (forecast) that will ensure the "actual" ratio reported at the end of the academic year is at or above 70%.

(c) Temporary and Casual Counsellor, Librarian and C&I Specialist Ratio

If the ratio is less than 71% at the end of the fall term, the Institute shall consult with the Association to develop a plan (forecast) that will ensure the "actual" ratio reported at the end of the academic year is at or above 71%.

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## ARTICLE 4
## EFFECTIVE DATE AND TERM OF AGREEMENT

4.01 This Agreement shall be in full force and effect from the date of execution hereof until June 30, 2028. The date of execution shall be the date of ratification and this Agreement shall remain in effect thereafter until a replacement Agreement is established under the Post-secondary Learning Act.

4.02 There shall be no lockout by the Institute, and no strike by the Association during the term of the Collective Agreement.

## ARTICLE 5
## CONTINUATION OF COLLECTIVE AGREEMENT

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

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

(a) Within ten (10) work days after the notice to refer the matter to arbitration has been received, the Parties shall appoint an Arbitrator.

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

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

(d) The Arbitrator shall award only on items affected;

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

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

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

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

i. the President, and

ii. the President of the Association.

(i) Where the Arbitrator is unable to comply with the time limit in (h) above, they shall notify all Parties concerned in writing;

(j) The award is binding on both parties and shall be incorporated in the terms of the Collective Agreement.

5.03 Where a difference exists, the Agreement shall supersede the Institute's Policies, Guidelines and Procedures.

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## ARTICLE 6
## MANAGEMENT RECOGNITION

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

## ARTICLE 7
## ASSOCIATION MEMBERSHIP

7.01 All staff members shall be members of the Association as required by the Post-secondary Learning Act. All staff members covered by this collective agreement shall become members of the Association as a condition of employment.

7.02 The Association shall advise the Institute, in writing, of the amount of Association dues to be deducted from staff members. Any change in Association dues shall require thirty (30) calendar days notice to the Institute and will be implemented on the first day of the pay period following the notice period.

7.03 All staff members covered by this collective agreement shall be required to pay Association dues. The Institute shall deduct dues from the pay of all staff members and shall remit these dues electronically to an account specified by the Association no later than the end of the following pay period. Where an adjustment is necessary it shall be corrected within the next two (2) pay periods. The Institute will remit to the Association, Association dues on the total gross earnings of each NASA member.

7.04 The Institute agrees to provide the Association with the following information for each employee:

(a) name, address, email, classification, ID number, position, whether they are active/inactive, changes to job status, start date, Program and Department/School, personal email and phone where provided by the employee, gender where volunteered through the HR system, and, FTE and Association dues amount remitted for each staff member at the times of dues collection;

(b) The Institute shall provide the Association on October 15th of each year with a copy of template letters used for Chairs, Associate Chairs, and Temporary staff when assigned to those roles. The Institute shall provide the Association with the names of NASA members newly assigned to Chair and Associate Chair roles on a monthly basis.

7.05 The Association agrees to indemnify and hold the Institute harmless against any claim or liability arising out of the application of this Article.

## ARTICLE 8
## ASSOCIATION RECOGNITION

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

## ARTICLE 9
## CONSULTATION

9.01 Changes to the organization or delivery elements of educational programs shall involve consultation with affected staff. The affected staff have the right to involve the Association in any consultation that occurs.

9.02 The Association (President, Labour Relations Director or designate) shall be consulted on proposed changes initiated by the Institute on the following:

(a) organizational changes affecting the staffing levels within a work unit;

(b) rates of pay, bonuses or incentive plans for staff members;

(c) workload review as in 16.09;

(d) new classification as in 40.01;

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(e) recruitment as in 43.02;

(f) acting incumbency as in 44.05;

(g) redundancy as in 46.15;

(h) extension of probation as in 42.01;

(i) as required under 3.06 (b) and (c);

## ARTICLE 10
## INSTITUTE - ASSOCIATION RELATIONS

10.01 The Institute shall provide the Association with an appropriate office and the use of all internal communication services, without charge.

10.02 Meeting rooms on any campus may be booked through the normal booking procedures for Association business, and shall be available without charge.

10.03 Where available, telephone, duplicating, computing, reserved parking, audiovisual, and other such services shall be provided to the Association at cost.

10.04 The Association agrees to indemnify and save the Institute harmless against any claim or liability arising out of the application of this Article.

10.05 The Institute and Association shall cooperate in preparing and printing this Agreement. The cost of production shall be shared equally.

10.06 The parties agree that there shall be no discrimination or coercion exercised or practiced for reason of membership or legitimate activity in the Association.

10.07 The Institute shall advise NASA members of their right to obtain NASA representation when the Institute meets with them on any matter that may give rise to disciplinary consequences for that member.

10.08 The Institute shall make available to the Association, via the NAIT intranet, policies, procedures and guidelines affecting the Association and its members.

## ARTICLE 11
## RECOGNITION OF REPRESENTATIVES

11.01 Duly authorized representatives of the Association shall be permitted to transact official business of the Association with members, or official representatives of the Institute, on Institute property, provided such business shall not interfere with or interrupt normal Institute operations.

11.02 The Association shall determine the number of persons to be recognized as authorized representatives of staff members. The Association shall notify the Institute in writing of the names of the authorized representatives and of any changes in the persons thereafter. The number of authorized representatives will be a reasonable number in comparison to the number of staff members the Association represents.

## ARTICLE 12
## TIME OFF FOR ASSOCIATION BUSINESS

12.01 Subject to 12.03, the Institute will provide full or partial workload reductions totalling not more than two (2) instructor-years and make appropriate scheduling accommodations so that staff members designated by the Association may conduct Association business in roles such as the following:

(a) Table officer (President or Vice-President) of the Association.
(b) Member or chair of the NASA negotiating team.
(c) Committee work for the implementation of ongoing Institutional initiatives - e.g. the New Academic Model and the Faculty Development Performance Evaluation (FDPE).
(d) Projects requiring NAIT/NASA collaboration.

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(e) Such other roles as may be mutually agreed.

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

12.02 Subject to 12.03, the Institute will make appropriate scheduling accommodations so that staff members designated by the Association may conduct Association business in roles such as the following:

(a) Member of Academic Council.
(b) Member of a standing Association committee.
(c) Representative of a staff member as provided in Article 48.

12.03 Such time off will be approved and scheduling accommodations will be made provided that the staff member gives appropriate notice of the intended absence, and that instructional activities not be unduly disrupted.

12.04 The President of the Academic Staff Association shall advise the President of the Institute, in writing, of the names of those specific staff members who represent the Association for the purpose specified in Article 12.01.

## ARTICLE 13
## RESIGNATION

13.01 A staff member is required to provide the out of scope leader with a minimum of eight (8) weeks prior written notice of resignation if the staff member wishes to resign in good standing. Notice of resignation for employees who occupy a position other than instructor shall be a minimum of four (4) weeks.

The Institute prefers that the last date of employment shall not typically fall in the middle of a term or intake, however, this preference does not take away the right for the staff member to choose their date of resignation.

13.02 For each calendar week or fraction thereof that the written notice falls short of eight (8) weeks (or four (4) weeks for non-instructor positions), the staff member shall be required to forfeit 7.5% of the staff member's biweekly salary rate, unless otherwise approved by the out of scope leader.

13.03 A staff member may request to withdraw their resignation under extraordinary circumstances. The Association recognizes that the decision to rescind the resignation rests with the Institute.

## ARTICLE 14
## ATTENDANCE

14.01 A staff member who is absent from duty without prior authorization shall communicate daily the reason for the absence to the work unit leader at the place of work as soon as reasonably possible, but normally within one (1) hour of normal starting time.

14.02 A staff member on authorized leave of absence and/or illness for an indeterminate period shall notify the work unit leader at the place of work of the staff member's intention to return to work.

14.03 A staff member on leave for twenty (20) working days or more shall give the appropriate work unit leader at least five (5) work days' notice prior to the desired date of return.

14.04 Time limits, pursuant to Article 14.01, 14.02, and 14.03, shall be waived when it can be established that the staff member, for reasons acceptable to the Institute, was unable to contact the appropriate work unit leader or manager within the time limits specified.

14.05 A staff member who is absent from employment and who has not obtained the approval of the work unit leader shall, after three (3) consecutive work days of such unauthorized absence, be considered to have abandoned employment and will be deemed to have resigned, unless it is subsequently shown by the staff member that circumstances beyond control prevented the staff member from reporting to the place of work and prevented the staff member from contacting the employer.

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## ARTICLE 15
## HOURS OF WORK

15.01 Hours of work for staff members shall not exceed seven and one-quarter (7.25) hours per day (not including breaks) to a maximum of thirty-six and one-quarter (36.25) hours per week. Hours of work shall be scheduled to be continuous.

15.02 Recognizing the professional and flexible nature of the work of academic staff, the daily hours of work for a single day may exceed seven and one-quarter (7.25) hours and/or may not be scheduled continuously if mutually agreed to by the staff member and the Institute.

15.03 Programs will each determine their normal hours for program delivery utilizing a daily 10 hour block of time between Monday to Friday. Staff members will be scheduled within this window unless mutually agreed to by the staff member and Institute. If the operational delivery of courses or course sections is required beyond normal hours within the program window, a process will be established when assigning continuing staff members, with due consideration given to work life balance.

Staff members may request hours outside this range that will be taken into consideration by the Institute and will be approved if they meet the operational requirements for the delivery of the program.

15.04 September 30 shall be a paid, non-operational day for a staff member if it falls on that staff member's work day. If the Institute requires a staff member to work on September 30, the staff member shall be given a paid day off at a mutually agreeable time between October 1 and December 31, unless otherwise agreed to by the staff member and their out of scope leader.

## ARTICLE 16
## INSTRUCTOR WORKLOAD

16.01 Application

This article applies to those staff members who occupy continuing or temporary fulltime or part time instructor positions.

16.02 Principles

The parties acknowledge a full-time instructor's salary is based on 1885 hours per academic year, pro-rated for part time instructors, where assignable workload hours will be determined as follows:

> 1885 hours less hours paid as vacation, holidays and Wellness Days (pro-rated for part time instructors).

The parties recognize that quality of instruction, focusing on student success utilizing an outcomes-based learning approach in a polytechnic environment is a shared principle that will guide the allocation of assignable workload hours.

The work of an instructor is professional in nature allowing for flexibility, recognizing that an instructor's workload throughout the academic year may experience minor peaks and valleys, except where operational circumstances and/or instructor preference require greater variability of the instructor's workload.

Instructors are responsible for completing all components of their workload and have the flexibility to perform work as their assigned schedule allows.

The role of the instructor is to utilize their expertise to instruct students in order to contribute to student success**.** The parties recognize that class size impacts an instructor's workload.

16.03 Assignable Workload Hours

The professional duties and responsibilities of the instructor are categorized into 6 components. In addition, 2 types of workload adjustments may be assigned to the instructor. An instructor's assignable workload

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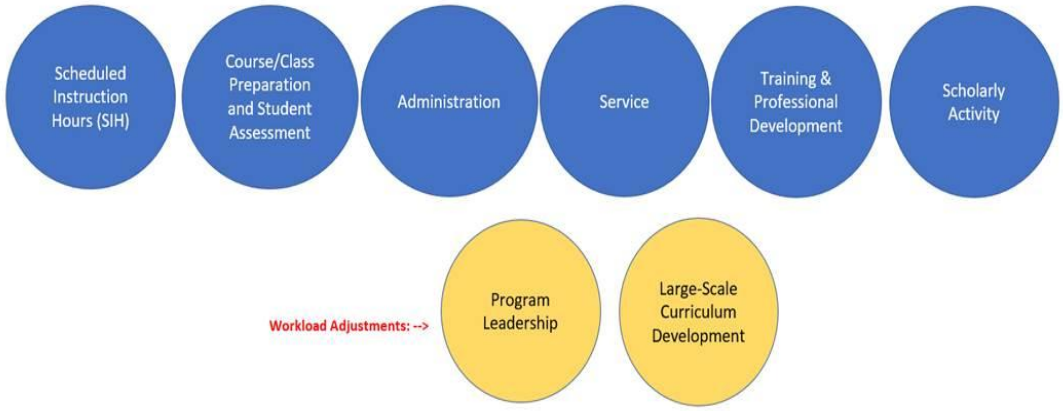
hours for the academic year will be determined using the model outlined below.




Descriptions of Components

1. **Scheduled Instruction Hour (SIH)** is an assigned period of either curriculum or hands-on skills instruction which takes place in a lab, classroom, shop, field, practicum, regardless of delivery modality which may include synchronous or asynchronous delivery, that is sixty (60) minutes in duration. SIHs shall be rounded up to the nearest half hour as determined by the duration of the period of scheduled instruction.

   Substitution may be required as part of the instructor's workload. Substitution occurs when an instructor is unable to deliver their SIH due to absence or other extenuating circumstance, requiring another instructor to deliver the SIH as scheduled. The SIH will be credited only to the instructor(s) who delivers the curriculum or hands-on skills instruction.

   For medical or other approved leaves, excluding vacation, that exceed five (5) consecutive days, the annual SIH threshold will be reduced by the number of SIHs assigned during the period of absence.

   If an instructor's regularly scheduled assignment falls on a statutory holiday and the out of scope leader, in discussion with the program leadership, schedules a make-up class, no additional SIHs will be allocated to the instructor.

   If an instructor's regularly scheduled assignment falls on a statutory holiday and the out of scope leader, in discussion with the program leadership, does not schedule a make-up class, the instructor will receive the regularly scheduled SIHs.

   There will be no reduction in SIHs where the Institute assigns an instructor or program leader other work during their scheduled instruction hour.

2. **Course/Class Preparation and Student Assessment**
   May include but not limited to: Learning management system setup/update and development of delivery materials, conducting student assessment/evaluation, office hours for student support and minor curriculum updates.

3. **Administration**
   May include but not limited to: Participation in advisory committees, staff meetings, selection committees, performing NAIT Health & Safety requirements, conducting prospective student interviews and completing third party requirements (e.g. completing AIT or Accreditation special reports) and other student and program administrative duties (e.g. course coordination).

4. **Service**
   May include but not limited to: NAIT committee participation, participation in Board of Governors, Academic Council and Joint Worksite Health and Safety Committee, conducting classroom observations of peers, participating in NAIT Open House and Program Previews, and assisting with student events. Working with relevant communities, industries, businesses, or professional organizations, will be considered service. Relevancy will be determined in collaboration between the out of scope leader, program leadership and instructor.

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5. **Training & Professional Development**
   May include but not limited to: Participation in NAIT's performance enhancement process, maintaining and upgrading skills through professional and industry training, mentoring peers, participating in internal and external courses, conferences and workshops as well as, completing NAIT required training.

6. **Scholarly Activity**
   Academic learning and activity that aligns to NAIT's policy and procedure regarding scholarly activity, incorporating CAQC guidelines where applicable.

7. **Program Leadership (for which a workload adjustment will be granted)**
   May include but not limited to: Coaching and mentoring instructors, providing program-specific guidance to students, contributing to curriculum excellence and expertise of the program, engaging in activities that support student success, collaborating with out of scope leader/Associate Dean A or designate on program and School initiatives, participating in Industry Engagement, conducting new instructor orientation, and onboarding.

   There are two Program Leadership assignments to which an instructor can be assigned in accordance with Article 43 (Recruitment, Selection, Promotion and Transfers):

   Chair (Leader II)

   Associate Chair (Leader I)

8. **Major Curriculum Development (for which a workload adjustment will be granted)**
   The assigned development of new, or significant changes to, course and/or program outcomes, for example as guided by the Curriculum Review and Renewal process. This may include the development of new curriculum including content, multimedia, activities, student assessments, or re-development of a course for a different mode of delivery.

9. **Class Size**
   To recognize the impact of class size on workload, additional SIHs will be given to the instructor based on the following calculation:

$$Additonal\ SIHs = \frac{(CSF - 17\,000)}{83}$$

   Where;

   Class Size Factor (CSF) = Number of students at the course drop deadline x SIHs delivered.

   If an instructor is assigned a workload adjustment as per Article 16.03, the 17,000 will be adjusted accordingly.

16.04 In accordance with the Workload Model described in 16.03, the allocation of the instructor's assignable workload hours will be done through discussion with the instructor and their program leadership and/or out of scope leader. Consideration shall be given for minor course development, class size, type of student assessment, marking, new course delivery, experience level of instructor, complexity of workload, the number of different courses being delivered and mode of delivery.

The out of scope leader will provide final approval of the instructor's assignable workload hours for the academic year. An instructor's assignable workload hours will be established as early in the academic year as possible. The out of scope leader will ensure all instructor workload assignments are available for instructors in their respective programs. When changes to the workload assignment are necessary during the academic year, program leadership or out of scope leader will discuss the changes with the instructor as soon as reasonably possible.

16.05 NAIT will endeavour to balance an instructor's assignable workload hours throughout the academic year, based on operational requirements. NAIT will consider instructor requests for flexibility when assigning workload hours which may result in an unbalanced assignment of workload hours over the academic year.

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16.06 The assigned scheduled instruction hours (SIHs) as a component of the assignable workload hours model, as described in Article 16.03, are subject to the following assignable thresholds based on the category of instruction. A staff member whose teaching assignment includes different categories of instruction will have their SIH threshold blended.

| **Category of Instruction** | |
|---|---|
| **Apprenticeship** | 685 |
| **Diploma/Certificate** | 585 |
| **Applied Degree** | 515 |
| **Degree** | 449 |

See Appendix A - for a listing of programs within each of the above noted threshold categories (updated lists will be available on the NAIT website).

16.07 Additional SIHs worked

(a) When an instructor's SIHs exceed their respective threshold number at the end of the academic year, the excess SIH hours will be paid at three times (3X) their hourly rate of pay. This additional payment of three times (3X) the hourly rate of pay will be made as soon as reasonably possible after the end of the academic year.

The foregoing will apply effective the 2026-2027 Academic Year:

(b) For apprenticeship programs: If a staff member's intake SIHs exceeds 110% of their annual SIH threshold divided by the number of intakes they are assigned, they will receive additional SIH payment.

(c) For Degree, Diploma and Certificate (DDCP) programs: If a staff member's SIHs in any term exceeds 110% of their annual SIH threshold divided by two (2), they will receive additional SIH payment.

(d) If the staff member instructs in both a DDCP and apprenticeship program. Articles 16.07(b) and 16.07(c) (above) will be applied proportionately based on their assigned SIHs.

(e) For staff members with a workload adjustment, the additional SIH threshold would be a number of additional hours equal to 10% of their unadjusted threshold.

(f) The staff member may, by mutual agreement with the Employer, elect to opt out of Articles 16.07(b) and 16.07(e).

(g) The staff member will only receive additional SIH payment once per SIH.

16.08 Workload Adjustments

An instructor's assignable workload hours for the academic year may be adjusted under the following circumstances:

- Instructors who are appointed to a program leadership role, as per Article 43, to recognize their leadership duties and responsibilities, as outlined in 16.03
- Instructors who engage in major curriculum development as outlined in 16.03
- Other assigned work approved by the Dean or designate.

Workload adjustments will be made taking into account the instructor's total assignable workload hours for the academic year.

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16.09 Workload Review

Upon request of the instructor, the out of scope leader and/or Associate Dean will review the staff member's workload assignment to ensure it is in alignment with the workload model and based on the principles of equity and fairness within the program.

(a) If an instructor desires a review of their workload assignment, that instructor may, within ten (10) working days of notification of the assignment, request a meeting with the out of scope leader to discuss the issue. If it is not resolved to mutual satisfaction, the instructor may within five (5) working days after receiving the decision, bring the issue to the attention of the Dean or designate who shall consult with two (2) instructors named by the Association and render a written decision within five (5) working days.

(b) Within five (5) working days of receiving the decision of the Dean or designate, the instructor may request a further review of the decision which will be conducted by a workload review committee consisting of the Vice-President Academic or designate and the President of the Association or designate.

i. Instructors may choose to have a NASA representative accompany them to any meeting that is scheduled to discuss the request for review.

ii. The committee shall study relevant documents and conduct interviews as necessary; review the assigned workload for reasoned equity across work unit and School.

## ARTICLE 17
## PAID HOLIDAYS

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

| | |
|---|---|
| Civic Holiday (1 day/year) | Family Day |
| Good Friday | Labour Day |
| Victoria Day | Thanksgiving Day |
| Canada Day | Easter Monday |
| Remembrance Day | |

Additional statutory holidays proclaimed by the Province of Alberta shall be observed.

17.02 Reading Week days will be regular working days for all staff. Staff may request these days off, if operationally feasible.

Fall break days will be regular working days for all staff. Staff may request these days off as vacation if operationally feasible.

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

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

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

17.06 Time off in lieu granted under Article 17.05 shall be scheduled at a time mutually agreeable to the staff member and Institute before June 30 of that year. Once scheduled, the alternate time off shall not be rescheduled except by mutual agreement of the staff member and the Institute.

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

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

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

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

## ARTICLE 18
## ANNUAL VACATION LEAVE

**GENERAL**

18.01 Leave may be approved by the out of scope leader, or designate. Subject to Article 18.02, the Institute may schedule or the staff member may request periods of vacation leave.

18.02 The Institute shall, subject to its operational requirements, grant a staff member, upon request, at least one-half (1/2) of the and up to the entire, annual vacation entitlement in one continuous period during the summer months. Staff who are scheduled to work through the summer months shall, subject to the Institute's operational requirements, be granted, upon request, at least one half (1/2) of the and up to the entire, annual vacation entitlement in one continuous period at a time outside of the summer months.

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

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

18.05 Where a staff member is allowed to take any leave of absence, other than illness leave, in conjunction with a period of vacation leave, the vacation leave shall be taken in one block and shall precede the additional leave of absence, except as follows:

(a) Maternity, parental or compassionate leave may be authorized before or after vacation leave;

(b) Where operational considerations so dictate, the out of scope leader, or designate, may authorize vacation leave following a period of long term professional development.

18.06 If a staff member is required by the Institute to take a training course during the staff member's vacation period, the staff member shall, in addition to vacation pay, receive an amount equal to one day's pay for each day of vacation used for attendance at the course. One day's pay is equal to biweekly salary divided by ten (10).

18.07 When a day designated as a paid or unpaid holiday under Article 17 falls within a period of vacation leave, it shall be counted as the holiday and not as a day of vacation.

18.08 Although staff members earn vacation leave credit during paid long term professional development, the extent of any period of long term professional development may be established so as to include all or part of the staff member's vacation leave.

18.09 A staff member shall not earn vacation leave entitlement for any period of Leave Without Pay, Funded Leave of Absence release time, or receipt of LTDI benefits because of total disability.

18.10 If a staff member demonstrates to the satisfaction of the Employer, that they were admitted to a hospital as an "in-patient" during the course of their vacation, the staff member shall be deemed to be on general illness leave for the period of the stay in hospital and subsequent period of recovery. Vacation time not taken as a result of such stay in hospital shall be rescheduled to a mutually agreed later time frame.

The staff member shall be required to provide physician documented proof of hospitalization within five (5) days of being released from the hospital.

**VACATION ENTITLEMENT**

18.11 Subject to 18.12, staff members earn vacation leave credit in the amount of 1.7249 days for each pay period of service in direct proportion to the time worked.

18.12 Vacation leave may be allowed to accumulate for use at any time in accordance with the general provisions of this Article, to a limit of fifty (50) days. If a staff member has fifty (50) days of vacation leave credit, the

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staff member shall cease to accrue vacation leave credit unless the Dean or Director has authorized additional accrual because of exceptional circumstances.

**"V" MODIFIER**

18.13 Based on operational considerations the out of scope leader may request that the annual vacation of a staff member be less than that provided by 18.11 above. Such determination shall be by mutual consent and normally for a period of twenty-six (26) pay periods or a multiple thereof. During this period, the staff member shall be paid an additional amount each pay period in accordance with the schedule below:

| Reduction In Vacation Time | "V" Modifier |
|---|---|
| Five (5) days | 2.5% of salary |
| Ten (10) days | 5.0% of salary |
| Fifteen (15) days | 7.5% of salary |
| Twenty (20) days | 10.0% of salary |

18.14 Upon a return from any approved leaves, including GI/LTD, and based on operational feasibility, an employee may by mutual agreement utilize accrued vacation before returning to work.

## ARTICLE 19
## SPECIAL LEAVE

19.01 If unanticipated or uncontrollable circumstances of a pressing necessity prevent a staff member, using their professional judgment, from reporting to work, leave without loss of salary or benefits shall be granted subject to the following:

(a) Leave shall be limited to the time required to attend to the circumstances.

(b) The staff member shall notify the work unit leader in accordance with 14.01.

(c) Any absence under this Article shall not be extended beyond five (5) consecutive work days without the out of scope leader's prior approval.

(d) Leave under this Article shall be limited to ten (10) work days per calendar year.

(e) Some examples of special personal leave include but is not limited to:

- family illness,
- bereavement,
- travel time for illness and bereavement,
- accidents,
- experiencing domestic violence,
- the birth or adoption proceedings of an academic staff member's child.

19.02 In addition to 19.01, one (1) day per year may be granted for the following:

(a) Administration of estate.

(b) Moving household effects.

19.03 Normal absence reporting procedures apply as per Article 14.

19.04 A staff member on annual vacation leave shall be granted, upon request, bereavement leave and travel for the purposes of bereavement in place of their annual vacation.

## ARTICLE 20
## COURT LEAVE

20.01 The Institute shall grant leave of absence without loss of salary and benefits to a staff member who serves as a juror, or is summoned or subpoenaed as a witness in any court, except for proceedings to which the staff member is a party.

20.02 Time spent by a staff member when summoned or subpoenaed as a witness in any matter arising out of the staff member's employment shall be considered as time worked at the appropriate salary and during such time the staff member shall receive travel and subsistence.

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## ARTICLE 21
## LEAVE WITHOUT PAY

21.01 Where operational requirements permit and with the approval of the Institute, leave without pay may be granted to a staff member for a variety of reasons, including but not limited to: participating in public affairs (federal, provincial or municipal); caring for a gravely ill family member or gaining required industrial experience. Request for such leave must be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.

21.02 The Institute recognizes the right of a staff member to participate in public affairs. A staff member who accepts nomination for federal, provincial, or municipal office shall notify the Dean/Director or designate, forthwith and shall be granted leave without pay from the date of the nomination or the date of issue of the election writ (whichever is later) until the election results are official. A staff member may request that the Vice President waive all or part of this leave requirement. Such request shall not be unreasonably denied.

21.03 A staff member elected to federal or provincial office shall notify the Dean/Director or designate forthwith and shall either:

(a) resign; or

(b) accept leave without pay for the duration of the term of office.

A staff member who has held federal or provincial office for three (3) years or more and who is re-elected to federal or provincial office shall forthwith resign.

21.04 A staff member elected to municipal office shall notify the Dean/Director or designate forthwith and may, at the discretion of the President, be required to accept:

(a) leave without pay for the duration of the term of office; or

(b) occasional leave without pay to avoid conflicting responsibilities; or

(c) a reduced workload with a corresponding reduction in salary.

21.05 A staff member may request compassionate leave under the Employment Insurance Compassionate Care benefits program. A staff member who has been granted such leave may apply for a continuation of the leave if required.

21.06 A staff member who proceeds on leave without pay in accordance with this Article shall, on completion of the leave without pay, be returned to the staff member's former assignment or be appointed to a comparable assignment.

21.07 Staff members on leave without pay may continue their participation in benefit plans, subject to specific plan requirements, and shall pay the full amount of any premiums required in a frequency/manner agreed to by the Institute.

## ARTICLE 22
## MATERNITY AND PARENTAL LEAVE

**MATERNITY LEAVE**

22.01 A pregnant staff member is entitled to maternity leave without pay provided:

(a) the staff member gives at least eight (8) weeks written notice of the date of the proposed leave; and

(b) the period of maternity leave does not exceed sixteen (16) weeks; and

(c) the staff member has completed ninety (90) days of continuous service with the Institute at the time the leave commences.

22.02 A pregnant staff member should apply for maternity leave as soon as possible prior to their expected date of delivery. The maternity leave shall commence on the earlier of the:

(a) date specified by the staff member; or

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(b) date of birth of the child.

22.03 A staff member who has completed ninety (90) 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 the resignation shall be considered to have been on leave without pay. All previous continuing service with the Institute shall be recognized when calculating the rate at which vacation leave credits are accrued.

**SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) MATERNITY TOP-UP**

22.04 Employees going on Maternity leave who are eligible for Employment Insurance Benefits are also eligible for the Supplemental Employment Benefits (SEB) plan which is a top-up to EI payments.

(a) The Institute, shall not on its own initiative, alter or discontinue coverage under the Supplemental Employment Benefits plan without the express written agreement of the Association.

**PARENTAL LEAVE**

22.05 Subject to 22.06 and 22.07, the Institute shall grant parental leave to a staff member as follows:

(a) in the case of a staff member who is entitled to maternity leave under Article 22.01, a period of not more than sixty-two (62) consecutive weeks immediately after the last day of the maternity leave;

(b) in the case of a parent who has been employed by the Institute for at least ninety (90) consecutive days, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child's birth;

(c) in the case of an adoptive parent who has been employed by the Institute for at least ninety (90) consecutive days, a period of not more than sixty-two (62) consecutive weeks within seventy-eight (78) weeks after the child is placed with the adoptive parent for the purpose of adoption.

22.06 Where possible, a staff member shall give at least six (6) weeks written notice of the date the parental leave will start.

22.07 If the Institute 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 Institute is not required to, but may at its discretion, grant parental leave to both parents at the same time.

22.08 If the Institute employs both parents of one child and both parents apply for extended employment insurance parental leave benefits, they may share sixty-nine (69) weeks of parental leave but one parent cannot receive more than sixty-two (62) weeks of leave. The Institute is not required to, but may at its discretion, grant parental leave to both parents at the same time.

**RETURN TO WORK**

22.09 A staff member granted maternity leave or parental leave shall be returned to the assignment occupied when the leave started, or be provided with alternate work of a comparable nature at not less than the same step and benefits that had accrued to the staff member when the leave started.

22.10 A staff member shall give at least four (4) weeks written notice of the date on which that staff member intends to return to work, and in any event at least four (4) weeks before the earlier of:

(a) the end of the leave period to which the staff member is entitled; or

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

If through still-birth or miscarriage, the staff member wishes to return to work at an earlier date than the leave of absence originally agreed to, the Institute shall endeavour to arrange for such earlier return to work and such a request shall not be unreasonably denied.

22.11 A staff member shall return to work on the date specified in the written notice given under Article 22.10. A staff member who fails to return to work on that date is not entitled to return to work subsequently.

22.12 A staff member who fails to provide written notice as required under Article 22.10 is not entitled to resume work.

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**GENERAL**

22.13 On request by the work unit leader or Dean, a pregnant staff member shall provide the Institute with a medical certificate certifying the pregnancy and giving the estimated date of delivery.

22.14 A staff member who does not wish to resume employment after maternity or parental leave shall give the Institute at least four (4) weeks written notice of their intention to terminate employment.

22.15 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this Article, the staff member shall so notify the work unit leader or Dean at the earliest opportunity.

22.16 A staff member may apply for, and the Institute 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.

22.17 Staff members on leave pursuant to this Article may continue their participation in benefit plans, subject to specific plan requirements, and shall pay the full amount of any premiums required in a frequency/manner agreed to by the Institute.

22.18 Staff members are encouraged to contact NAIT's Payroll & Benefits department prior to their maternity leave to ensure full understanding of applicable benefits and terms and conditions of the leave.

## ARTICLE 23
## ILLNESS LEAVE

**CASUAL ILLNESS**

23.01 "Casual illness" means a health related absence which causes a staff member to be absent from duty for a period of three (3) consecutive work days or less.

23.02 A staff member in the first and in each subsequent calendar year of employment shall be eligible for a maximum of ten (10) work days of casual illness leave with pay. Each day or portion of a day of casual illness leave used within a calendar year shall be deducted from the balance of the staff member's casual illness leave entitlement for that calendar year.

23.03 If a staff member is ill at work or requires time off for the purpose of attending a dental, physiotherapy, optical or medical appointment, provided prior authorization has been given and the staff member works one hour in a half day of absence for those purposes, such absence shall not be charged against casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which illness occurred or an appointment attended. The Institute may require the staff member to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend these appointments.

**GENERAL ILLNESS**

23.04 "General illness" normally means a health related absence which causes a staff member to be absent from duty for a period of more than three (3) consecutive work days.

23.05 At the commencement of a staff member's employment and at the beginning of each subsequent calendar year (subject to 23.06), a continuing staff member shall be granted general illness leave credit for the year based on the staff member's length of service in accordance with the following schedule.

| Completed years of service | General illness leave at full salary | General illness leave at 70% salary |
|---|---|---|
| 1st 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 |

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23.06 Casual illness entitlements earned but not taken by a staff member during the two (2) previous calendar years may be utilized in lieu of up to twenty (20) days of general illness which would otherwise be taken at seventy percent (70%) salary according to the schedule above.

23.07 A staff member who is on General Illness leave or Long Term Disability leave at the beginning of a calendar year shall be granted general illness leave credits in accordance with Article 23.05 on the staff member's return to full normal duties. If however, the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the staff member's return to full normal duties this credit will be removed and the illness leave will be considered a continuation of the original general illness leave. This Article will be re-applied on any subsequent return to full normal duties.

23.08 Unless entitled to benefits under Article 23.07, a staff member who returns from a period of general illness leave shall have added to general illness leave credits, sufficient days at seventy percent (70%) of normal salary to restore the combined fully-paid and partly-paid general illness leave entitlement to eighty (80) days. This additional entitlement shall not be granted if the staff member takes illness leave for the same or a related illness during the first ten (10) consecutive work days following the date of return to full normal duties.

23.09 When a day designated as a Paid Holiday under Article 17 falls within a period of general illness it shall be counted as a day of general illness and under no circumstances shall a staff member receive an additional entitlement in respect of that day.

23.10 For the purpose of this Article, the maximum period of continuous absence recognized shall be eighty (80) consecutive work days. A staff member whose illness or disability extends beyond that period may make application for benefit under the Long Term Disability Insurance Plan.

**ADMINISTRATION**

23.11 A staff member is not eligible to receive illness leave benefits under this Article if:

(a) the absence is due to an injury while in the employ of any other employer, that qualifies for Workers Compensation benefits, nor is the staff member eligible for any illness leave benefits for any subsequent absence caused by that injury; or

23.12

(a) The staff member shall provide a medical certificate from a medical practitioner for any absence due to general illness. The medical certificate will indicate: the expected duration of the illness or injury, the individual is under a medical practitioner's care, and the illness or injury prevents the individual from performing full normal or modified duties.

(b) For prolonged absences greater than ten (10) days, the Institute may require the staff member to have a medical practitioner submit medical evidence on the Institute's form indicating that the staff member is disabled from full or modified duties. Expenses for the completion of this form will be paid by the Institute to limits established by the Institute.

23.13 When a staff member has been on illness leave and wishes to return to work, the Institute may require the provision of medical evidence from the staff member's medical practitioner confirming fitness to perform full, normal duties or restricted or modified duties (hours of work or job tasks).

(a) When a staff member has been on General Illness leave 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, they shall provide the Employer with fourteen (14) calendar 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 a staff member has been on General Illness leave 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) calendar days written notice of their readiness to return to work along with medical practitioner documented permanent restrictions and limitations of duties and/or hours.

(c) The Employer, the Association and the staff member will work together within the Ability Management Process in returning staff members to full, modified and/or flexible duties as required. The parties will ensure appropriate Case Management meetings are held, documented and supported

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by the staff member's medical practitioner. Ongoing documentation of progress or setbacks will be maintained.

23.14

(a) The Institute may require that a staff member undergo a medical examination by a medical practitioner selected by NAIT:

i. in the case of prolonged or frequent absence due to illness; or

ii. when it is considered that the staff member is unable to satisfactorily perform full normal duties or restricted or modified duties (hours of work or job tasks) due to disability or illness.

(b) The staff member shall be entitled to have the staff member's personal medical practitioner or other medical practitioner of the staff member's choice provide relevant documentation to the medical practitioner appointed by the Institute, when undergoing a medical examination. With the consent of the staff member a copy of the report of the medical practitioner conducting the medical examination shall be sent to the staff member's medical practitioner by the Institute.

(c) Should the opinions of the treating medical practitioner and the medical practitioner selected by NAIT differ regarding the status of the staff members' health, the dispute will be settled by a third medical practitioner. This medical practitioner will be selected by mutual agreement of the two medical practitioners, from a list of medical practitioners provided by NAIT and the Association. Expenses of this medical practitioner shall be paid by the Institute.

23.15 Where a staff member has been medically examined by a medical practitioner and is also applying for LTD benefits, a copy of the report of the medical practitioner who conducted the medical examination shall be considered as part of the staff member's application.

23.16 The parties agree that casual and general illness benefits as provided in this Article are intended only for the purpose of protecting a staff member from loss of income when the staff member is ill.

23.17 If a staff member is injured and becomes entitled to the salary and benefits payable by the Institute under its policies, guidelines and procedures including this Collective Agreement and if the injured staff member is entitled to bring action against some person for such injury, the Institute is subrogated to all rights of the injured staff member in respect of such salary and benefits paid. The injured staff member shall reimburse the Institute for such salary and benefits, to the extent that they are recovered from some other person.

The Institute may bring action to recover such salary and benefits in the name of the injured staff member and may, at any time, settle such claim or action for any amount that the Institute sees fit.

23.18 Both parties to this Agreement recognize the value of return to work programs for staff members during periods of General Illness, WCB and/or Long Term Disability. Staff members participating in planned, documented return to work programs remain eligible for General Illness, WCB and/or Long Term Disability benefits. Return to work programs must be developed in conjunction with the staff member, the staff member's medical practitioner, the work unit leader, the Association, Ability Management and the HR consultant.

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## ARTICLE 24
## PROFESSIONAL DEVELOPMENT

24.01 Definitions

(a) Professional Development is defined as an opportunity, with or without pay, for a staff member to maintain currency in the profession or develop employment-related knowledge, skills and competencies in alignment with the objectives of the Institute.

(b) Long-term professional development shall be defined as a leave requiring a staff member to be absent from normal duties for a period of twenty-one (21) or more full working days.

(c) Learning Assignment is defined as a leave for a period of less than twenty-one (21) working days to participate in:

i. courses or programs offered by government agencies, educational institutions, private or public agencies, industry or business that may assist a staff member in the performance of the staff member's duties; and

ii. conferences, seminars or workshops.

(d) An Educational Resource is defined as subscriptions to professional journals, educational software, educational materials, reference materials, or textbooks, related to the development of the staff member's knowledge, skills, and competencies, or tools that directly support professional development.

(e) EPDA funds may be used for professional membership fees or membership in a union (non-working dues) directly related to the staff member's employment-related development of skills, knowledge, and competencies, not otherwise covered by Article 34.

24.02 Responsibility

(a) Maintenance and development of employment-related knowledge and skills is a responsibility shared by individual staff members and the Institute.

(b) At July 1st of each year, the Institute shall make available $1000 (prorated for part-time employees and new employees hired after July 1) for each staff member to be used for Professional Development. Utilization of the $1000 is subject to approval by program leadership and out of scope leader to ensure alignment and consistency with Article 24.01.

i. Expenses for Learning Assignments may include tuition and instructional fees, registration fees, travel and subsistence costs.

ii. Expenses for an Educational Resource shall be as defined in 24.01(d).

iii. Funds unspent from annual Employee Professional Development Account contributions may be carried forward to the next year, but shall not exceed $4,000.

iv. EPDA funds must be utilized before NAIT funds, when any learning assignments or educational resources are requested by the staff member.

(c) During the current academic year, the Institute shall make budgetary provision for expenditure in the next academic year; on the following:

i. experience leaves, secondments and exchanges;

ii. salary and benefits for staff members on professional development leave and learning assignments;

iii. salary and benefits for staff members participating as trainees in In-Service training;

iv. salary and benefits for staff members granted time off to permit attendance at courses.

24.03 Educational Leave

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

(a) Staff members granted educational leave shall enter into an individual written agreement with the Institute regarding salary and the maintenance of benefits during the period of leave.

(b) Unless otherwise agreed between the applicant and NAIT, financial support for educational leave shall be:

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

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

(c) Staff members granted educational leave in excess of twenty-one (21) working days shall serve the Institute for a period immediately following their return. Such return service commitment shall be

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calculated on the basis of two (2) times the length of leave multiplied by the percentage of salary maintained during such leave.

(d) A staff member not returning to the Institute following educational leave must repay to the Institute all monies paid by the Institute in support of the leave. Repayment shall be made immediately upon the staff member's termination of employment.

(e) Staff members shall submit their request for an educational leave, no later than December 31st of the preceding year of the requested leave. A shorter notice period or waiver may be agreed upon by the staff member and Dean/Director or designate.

24.04 Learning Assignments

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

24.05 Experience Leaves

(a) An Experience Leave shall be for the purpose of gaining current technical or professional experience by means of employment or consulting activity.

(b) An Experience Leave may be combined with an Educational Leave subject to the conditions of both Leaves.

24.06 Applied Research Leaves

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

24.07 Secondments

(a) A Secondment Leave shall enable a staff member to teach or to provide services at another institution, Agency, or in industry.

(b) A staff member on secondment shall normally be paid by the Institute. The staff member's salary and benefits shall be maintained.

24.08 Exchange Leaves

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

24.09 Return From Leave

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

24.10 Staff members on financially assisted Professional Development shall receive:

(a) full benefits according to this Agreement; and

(b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

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

## ARTICLE 25
## FUNDED LEAVE OF ABSENCE PLANS

25.01 The Parties agree to the continuance of the Funded Leave of Absence Plan**s**.

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

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

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

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

25.06 Staff members on Funded Leave of Absence shall receive:

(a) full benefits according to this Agreement; and

(b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

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

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

## ARTICLE 26
## LEAVE ON ELECTION DAYS

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

## ARTICLE 27
## GROUP BENEFITS PLAN

27.01 The NAIT Group Benefits Plan includes Long Term Disability Insurance Plan, Extended Health Care Benefits Plan, Dental Plan, Flexible Spending Account and the Group Insurance Plans and will be provided to eligible staff members and their dependents, as per the eligibility requirements set out in the Plans.

27.02 The Institute shall share with the Association, Group Benefits Plan performance reports as they are supplied by the carriers.

27.03 The Institute shall provide the Association with written notice of any changes in premiums or benefits of any of the Group Benefit Plans proposed by the carriers or administrators of the Plans.

27.04 The Institute shall not on its own initiative, alter staff member entitlements under any of the Group Benefits Plan without the express written agreement of the Association.

27.05 For the purpose of the Group Benefits Plan outlined under Article 27.01, a dependent will be defined by the respective Plans.

27.06 The Institute shall pay the cost of the premiums for the Long Term Disability Insurance Plan, Extended Health Care Benefits Plan, and Dental Plan.

27.07 The Institute shall pay $1,000 per calendar for each full time staff member into the Flexible Spending Account to be administered by the third party provider.

27.08 Staff members and their dependent(s) shall be eligible for coverage under the Dental Plan as provided in the Plan Document.

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## ARTICLE 28
## LONG TERM DISABILITY INSURANCE PLAN (LTD)

28.01 The eligibility of a staff member to participate in the LTD Plan is subject to Article 3 and the terms and conditions contained in the Plan.

28.02 A staff member who receives Long Term Disability Insurance Plan Benefits and who, at the commencement of absence due to disability or illness, is participating in the Institute's Group Benefit Plans (Extended Health Care Benefits, Dental Plan and Group Insurances), shall, unless the staff member otherwise elects, continue to be covered under the Group Benefits Plan throughout the total period the staff member is receiving LTD Benefits and the premium contributions, if applicable shall continue.

28.03 The Institute shall ensure that the staff member's contributions to the Local Authorities Pension Plan (LAPP) will be paid by the Institute during the period that the staff member is receiving LTD benefits, less any member's contributions generated by rehabilitative employment.

## ARTICLE 29
## BUSINESS TRAVEL COVERAGE

29.01 A staff member on approved Institute business outside of Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Extended Health Care Benefits Plan.

## ARTICLE 30
## WORKERS' COMPENSATION SUPPLEMENT

30.01 If a staff member sustains an injury while on duty for the Institute which causes the staff member to be absent from work, and as a result is eligible to receive Workers' Compensation, the staff member shall be paid salary during the period the staff member is required to remain off work up to eighty (80) consecutive work days. Any payments made by the Workers' Compensation Board due to loss of salary during this period shall be paid or assigned to the Institute.

30.02 If the staff member has not returned to work due to injury before the eighty (80) day period has expired, the staff member shall then be paid according to the rate prescribed by the Workers' Compensation Act and shall be paid any benefit to which the staff member might be entitled under the provisions of the LTD Plan.

30.03 The eligibility period specified in 30.01 shall not apply in the event of a recurrence of a disability due to a previously claimed injury unless the staff member has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

30.04 When a day designated as a paid holiday under Article 17 and Article 18 falls within a period of time a staff member is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall the staff member receive any additional entitlement in respect of that day.

30.05 A staff member who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of salary for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Article 30.01.

30.06 The parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting a staff member from loss of income while the staff member is unable to work because of injury.

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## ARTICLE 31
## GROUP INSURANCE

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

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

## ARTICLE 32
## PENSION PLAN

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

## ARTICLE 33
## EMPLOYMENT INSURANCE PREMIUM REDUCTION REBATE

33.01 The Institute shall retain the full amount of any premium reduction or rebate allowable on employment insurance by the Employment and Social Development Canada (ESDC) which is granted as a result of the General Illness benefits covering staff members to which this Agreement applies.

33.02 The premium reduction or rebate referred to in Article 33.01 shall be recognized as the staff member's contribution towards the General Illness benefits provided. The Employer will inform the Association annually of the amount of the premium reduction or rebate granted by ESDC to NAIT.

## ARTICLE 34
## MEMBERSHIP IN PROFESSIONAL ASSOCIATION

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

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

(a) for an institutional membership in the name of the Institute; or

(b) where institutional memberships are not possible, or the Institute deems individual memberships benefit the Institute, then individual memberships.

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

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34.04 Appropriate budget provisions are required for any membership to be borne by the Institute.

The Institute shall not publish staff credentials without written permission of the staff member.

## ARTICLE 35
## NAIT TUITION BENEFIT

35.01 Continuing and Temporary full-time and part-time staff members shall be eligible to participate in the NAIT Tuition Benefit Program, as defined and administered by the Institute.

35.02 Tuition will be paid by NAIT for the attendance of staff members in courses offered by the Employer providing the courses are directly related to the staff member's role and are determined by the Employer to be beneficial to the staff member's current or future role.

35.03 Staff on educational leave and enrolled on a full-time basis at the Institute are required to pay Institute fees.

35.04 Staff are required to pay for general interest and recreational courses.

35.05 Attendance at courses covered by the NAIT Tuition Benefit Program shall not interfere with performance of the staff member's regular duties.

35.06 When the Institute requires a staff member to take a specific course, the Institute shall pay the tuition fees and related instructional expenses, and shall pay other expenses in accordance with the Institute travel policy.

## ARTICLE 36
## PATENTS AND COPYRIGHTS

36.01 With respect to copyrights, the federal Copyright Act shall apply.

36.02 With respect to patents, the federal Patents Act shall apply.

36.03 Except with the consent of the Association, the Institute shall not require, as a condition of employment, that staff members execute a waiver of their rights under the Patents Act or the Copyright Act.

## ARTICLE 37
## SUPPLIES AND EQUIPMENT

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

## ARTICLE 38
## PROTECTIVE CLOTHING

38.01 Where a NAIT hazard assessment determines, and is confirmed by the out of scope leader, that uniforms, coveralls, smocks, or such other items should be provided for the protection of a staff member's personal garments, such items shall be provided, cleaned, and replaced upon approval by the work unit leader.

38.02 Protective clothing and safety equipment shall be supplied by the Institute as required by the Occupational Health and Safety Act, Regulation, and Code thereto.

38.03 Inquiries or complaints concerning safety equipment and personal protective clothing shall be first directed to the work unit leader, then the out of scope leader of the work unit, then the appropriate Dean or Director. Health Safety and Environment (HSE) may be involved at any step at the request of either party.

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## ARTICLE 39
## TRAVEL AND SUBSISTENCE

39.01 Staff members who are required to be away from the Institute as part of their assigned duties shall receive travel and subsistence expenses and allowances in accordance with Institute policy.

39.02 Staff members who are required as part of their assigned duties to travel on a regular work day between all campuses/sites shall have such travel time recognized as time worked for the purposes of Article 15.01.

## ARTICLE 40
## NEW CLASSIFICATIONS

40.01 If any new Academic Staff classifications are created during the term of this Agreement, the Institute shall, in consultation with the Association, determine the new compensation levels and shall give written notice to the Association. If the Association does not agree to the level of compensation they may, within fifteen (15) work days of receipt of notice, submit that issue to arbitration as outlined in the Grievance Procedure.

## ARTICLE 41
## PERFORMANCE EVALUATION

41.01 Performance evaluation of all continuing staff will occur on a regular and ongoing basis. Leadership and staff members equally share the responsibility for participating in a comprehensive evaluation process. It is also understood that an integral part of performance evaluation is the discussion and identification of needs and opportunities for professional growth and development.

41.02 Staff members shall be given the opportunity to add their written comments to the evaluation document.

41.03 A staff member who disagrees with the performance evaluation may within ten (10) working days of the evaluation append comments, submit a rebuttal.

41.04 The out of scope leader or program leadership may provide performance feedback and/or a performance evaluation to casual and temporary staff members. If the out of scope leader decides to provide feedback and/or an evaluation they may choose to seek input from program leadership.

A casual or temporary staff member may also request performance feedback if the staff member is assigned two or more intakes or semesters in an academic year.

## ARTICLE 42
## PROBATIONARY PERIOD

42.01 Each new staff member shall serve an initial probationary period. The probationary period is intended to provide an opportunity for the new staff member to evaluate the work situation and demonstrate the skill, knowledge and overall suitability required for the role. It also allows the Institute to assess the skills, knowledge, performance and overall suitability of the staff member for the role.

The probationary period shall be for twelve (12) months and may be extended to make up for any period of approved leave, exclusive of vacation, greater than one (1) month taken during the initial twelve month period. The probationary period shall be extended by the length of the staff member's leave.

42.02 Unless written notice of termination of employment or extension of probation is provided prior to the expiry of the initial probationary period, it is understood that continued employment with the Institute is automatic, in accordance with the staff member's offer of employment.

42.03 For a staff member serving a probationary period, written performance evaluations shall be provided at least twice prior to the completion of the probationary period. Notwithstanding, written performance evaluations for a probationary staff member may be conducted as often as necessary during such staff member's probationary period. Probationary evaluations shall be conducted by program leadership and out of scope leader.

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42.04 The Institute will consider a new staff member's previous employment in a continuing or temporary position when determining their probationary period in their new position provided the two assignments are comparable.

## ARTICLE 43
## RECRUITMENT, SELECTION, PROMOTION AND TRANSFER

43.01 In this Article the following definitions shall apply:

(a) Promotion is the movement of a staff member from one assignment to a second assignment which has a salary range the maximum of which is at least five per cent (5%) higher than that of the first assignment.

(b) Transfer is the movement of a staff member from one assignment to a second assignment which has a salary range the maximum of which differs from that of the first assignment by less than five per cent (5%).

43.02

(a) When recruitment activity to any continuing assignment, covered by this Agreement, is undertaken it shall normally be by means of competition and shall be in accordance with recruitment and selection policies and procedures. When the Institute considers it appropriate to proceed without competition, it shall consult with the Association regarding the proposed method of recruitment, selection and for the length of the designated term.

(b) Temporary positions may be filled without competition for that position when:

i. The position is lower than 0.5 FTE, and/or;

ii. The term of the position is the length of one academic year or less.

(c) If a Temporary staff member with 0.5 FTE or higher hired without a competition has completed a term the length of one academic year and is being considered for a second consecutive academic year, that position shall be filled through competition.

43.03 The Institute recognizes the value of engaging staff members' interest and input to the recruitment and selection procedure. Where available, at least one member of the Association, from the Program area or School, with relevant experience will participate on the interview and selection panel for instructors. Where no such member is readily available, the Association will be consulted for advice.

Furthermore, when a NASA leadership (Leader I or II) opportunity arises, a Selection Committee (SC) will be formed. The committee will normally consist of:

- Up to 50% of voting members as assigned by the Dean or Designate (e.g. Associate Dean + Leader 1)
- At least 50% of voting members as selected by NASA members (e.g. Leader II + Instructor)
- One (1) Human Resource Representative

The Dean or Designate will determine the size of the committee.

NASA Staff interested in participating on the SC must submit an expression of interest to the Program. If there is greater interest than spots, an election process with voters from the program area affected will be conducted by the Program. Where there is insufficient interest in participating, the Association will be consulted for advice.

Once formed, the SC will be provided with a list of applicants and may participate in selecting those granted an interview.

The SC will make a recommendation to the Dean at the end of the selection process. The recommendation will normally be based on discussion; however failure to reach agreement will result in a vote. All members of the SC, except the Human Resource Representative will be able to vote.

The Dean will either support or deny the recommendation, however if the recommendation is denied, the Selection Committee will be reconvened and the rationale for the denial will be discussed.

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43.04 A continuing staff member who is promoted or transferred for a designated term is entitled to retain salary status and, on completion of the term of the appointment, to return to the staff member's previous assignment or to a comparable assignment within the work unit.

43.05 During the first twelve months following a transfer or promotion, either the Institute or the staff member may request reversion to the staff member's former assignment or to a comparable assignment. Such reversion shall take effect at the completion of the academic quarter, semester, or intake, unless otherwise agreed by the Institute and the staff member. When a staff member who had been promoted reverts to the former level, the Institute may adjust the staff member's salary to the rate that would have applied if the initial promotion had not taken place.

43.06 If an employee is moved, other than for disciplinary reasons, from one assignment to a second assignment which has a salary range the maximum of which is lower than that of the first assignment, the Institute, in consultation with the Association, and the staff member may enter into an agreement with respect to salary and benefits. Such agreement shall provide for salary and benefits at least equal to that of the new class and not more than that of the former class.

## ARTICLE 44
## ACTING INCUMBENT ROLE

44.01 An acting incumbent role exists when a staff member is designated by the Dean to perform the principal duties of a higher level assignment or classification in the bargaining unit for a period of up to one (1) year, during which time the staff member may also be required to perform some of the staff member's regular duties. If the period of acting incumbency is at least five (5) working days, the staff member shall be eligible for acting incumbency pay for the total period of acting incumbency, including the five (5) day qualifying period. Acting provisions shall not apply where a staff member is assigned only limited additional duties.

44.02 Where a staff member, other than one classified in the instructor series, qualifies in an acting incumbency role, the staff member shall receive a minimum of five percent (5%) of the staff member's current salary in addition to the current salary, or, subject to approval of the Institute, the staff member may receive the minimum salary that would be applicable if the staff member was promoted to the higher level.

44.03 When a staff member classified in the Instructor series qualifies in an acting incumbency role as Leader I or Leader II, the staff member shall receive the appropriate Leader modifier.

44.04 Acting incumbency pay shall be paid as an allowance.

44.05 An acting incumbency may be extended for a period not to exceed one (1) year, but such extension shall be the subject of consultation between the Institute and the Association.

## ARTICLE 45
## SENIORITY

45.01 "Seniority" means the length of continuous service within the bargaining unit, commencing from the most recent date of hire into any classification covered by this Collective Agreement. A seniority date shall be established for all continuing and temporary staff members including all previous periods of continuous employment (not including casual) where there has been no break in service.

For the purposes of this article:

(a) A break in service for continuing staff members is either a resignation or termination of the time between two periods of employment.

(b) A break in service for temporary staff members is two periods of employment separated by more than 20 weeks, or resignation, or termination for cause.

(c) Upon a temporary staff member becoming a continuing staff member, temporary seniority shall be retained, provided the period between temporary and continuing employment was 20 weeks or less.

45.02 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.

45.03 Seniority shall continue to accrue during all approved leaves of absence, with or without pay.

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Notwithstanding the above, if in accordance with Article 21 a staff member takes a leave of absence to work in a position, at NAIT, outside of the NASA bargaining unit (including AUPE, management and excluded positions), the Employee shall not accrue Association seniority during the time period in which they work outside of the bargaining unit.

(a) A staff member on leave to work in a position at NAIT outside of the NASA bargaining unit shall retain previous Association seniority if their leave is eighteen (18) months or less. Those Employees will have their seniority date adjusted for the length of time outside the bargaining unit upon return.

(b) A staff member on leave to work in a position at NAIT outside of the NASA bargaining unit shall not retain previous Association seniority if their leave is more than eighteen (18) months. Those Employees will have the Association seniority restart on the date of return to the NASA bargaining unit.

The eighteen (18) month period outlined above may be extended upon agreement of the Institute and Association.

45.04 Seniority shall not apply to casual employees.

45.05 If two or more employees have the same seniority date, NAIT and NASA will conduct a random ordering process that will produce individual rankings which will be reflected on the seniority list.

45.06 The Employer will generate a seniority list and provide it to NASA for their review on February 15th and October 15th of each year. Any corrections to the seniority list will be brought forward by NASA within 30 calendar days of receiving the seniority list.

## ARTICLE 46
## REDUNDANCY

46.01 This Article applies to continuing, full and part time staff members.

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

**CONSIDERATIONS PRIOR TO INVOLUNTARY REDUNDANCY**

46.02 Notwithstanding Article 43.04, when the Institute determines that there must be a reduction in the number of staff in a work unit, it may transfer continuing staff members and/or release temporary staff members. The release of temporary staff members within the affected work unit will occur prior to a continuing staff member being released through involuntary redundancy, and may occur prior to voluntary redundancy.

The Institute shall give consideration to staff members who voluntarily request transfers.

**VOLUNTARY REDUNDANCY**

46.03 A staff member may volunteer for redundancy. If the Institute agrees, the staff member shall enter into an agreement with the Institute regarding the notice period. At the end of the notice period the staff member will receive severance pay in accordance with Article 46.13.

46.04 A staff member who enters into a voluntarily redundancy agreement with the Institute will be deemed to have resigned and shall forego all other considerations under Articles 46.05 through 46.14.

If there are more staff members submitting their names for voluntary redundancy than there are redundancies available, the most senior staff member(s) shall be considered first for the voluntary redundancy.

**INVOLUNTARY REDUNDANCY**

46.05 If, due to operational requirements, the Institute is required to declare positions in a work unit redundant, they shall use the process outlined in Articles 46.07 to 46.12 to determine which staff member(s) will be declared redundant.

46.06 Human Resources shall be responsible to provide a seniority list of the staff members from the affected work unit where the redundancy(ies) are to occur.

<u>Exemption from Redundancy</u>

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46.07 The Dean, in consultation with the leadership team for the program, will identify the need for any degrees, diplomas, certifications, designation, subject matter specialization, and industry experience required to teach in the program.

46.08 When degrees, diplomas, certifications, designation, subject matter specialization, and industry experience required to teach in the program are identified a Review Panel will be appointed in the following manner:

i) The Vice President Academic shall appoint one Dean or Associate Dean and one Human Resource Consultant.
ii) NASA shall appoint one Chair or Associate Chair, and one Instructor.
iii) Members of the Review Panel must not be from the program which is experiencing the redundancy.
iv) The review panel will determine if the least senior staff member were declared redundant, the remaining staff members in the program possess the required degrees, diplomas, certifications, designations, subject matter specialization, and industry experience required to meet the program objectives and activities. If the panel determines that the remaining staff members do not have the required degrees, diplomas, certifications, designations, subject matter specialization, and industry experience required to meet the program objectives and activities, then the least senior staff member will be exempt from redundancy.

46.09 The least senior staff member(s) within the work unit where redundancies are required, who has not been determined to be exempt as per 46.08, will be declared redundant.

Communication

46.10 The final list of staff members to be declared redundant will be provided to NASA. Redundant staff members will be notified by NAIT in accordance with the timelines outlined in Article 46.11.

Notice

46.11 Eleven (11) weeks written notice shall be given to a staff member with greater than two (2) years of seniority of their position being declared redundant. The staff member may be paid salary in lieu of part or all of the stipulated notice period. This notice shall not be given in the months of June, July, or August.

Staff members with less than two years of seniority shall receive eight (8) weeks notice or salary in lieu of notice, of their position being declared redundant.

A staff member who has been served notice pursuant to Article 46.11 may request that the date of termination be advanced. Such request shall not be unreasonably denied, but the staff member shall forfeit all rights under this Article except for severance under article 46.13.

Transfer / Training

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

(b) If at the time the staff member is declared redundant an alternate work assignment is expected to be available within one year and the work assignment is one to which the staff member, in the opinion of the Institute, could be reassigned at the conclusion of a period of training not to exceed one year, the redundant staff member shall be eligible for the appropriate training in accordance with the provisions of Article 24 of this Agreement. Notwithstanding Article 35.02, the Institute will pay tuition costs associated with training approved under this Article.

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

(d) A staff member who refuses a transfer under Articles (a) and (b) shall forfeit all rights under Article 46.

Severance

46.13 A staff member who has been declared redundant and has greater than two (2) years of seniority will be eligible to receive on termination, severance pay, in accordance with the following schedule, prorated to the nearest completed quarter year of continuous service, in addition to any sum payable under Article 46.11.

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

(a) For the purposes of this Article, severance pay does not include a staff member's accrued vacation pay.

(b) For the purposes of this Article a staff member's accrued but unused vacation leave shall be added to the length of service.

(c) For the purposes of calculating severance "continuous service" shall include any authorized leaves with or without pay as well as, time spent working for NAIT in a regular, continuing full or part time position not covered by this Collective Agreement. In order for time worked in another position to be considered in the calculation of severance, the staff member must have worked in the position immediately prior to obtaining a continuing position under this Collective Agreement.

46.14 A staff member with greater than two (2) years of seniority for whom alternative employment arrangements have not been made under Article 46.12 shall be eligible for recall and/or placement through a limited competition into a continuing fulltime or part time vacancy in the staff member's classification. The Institute shall determine whether or not a vacancy exists and whether or not it is required to be filled.

Recall

(a) In order for the staff member to be considered eligible for recall they must have the required degrees, diplomas, certifications, designations, subject matter specialization, and industry experience to perform the full responsibilities of the position at the time of being recalled. Recall will be offered in order of seniority.

(b) The staff member shall have recall rights into a position of the same classification and in the same work unit from which they were made redundant. They shall be eligible for recall into such a position for the period of time equal to the length of their severance period as prescribed by Article 46.13.

(c) Staff members will be notified of recall either in person, by telephone or by email. A copy of the recall notice will be provided to the Association. It is the responsibility of the staff member to keep the Institute informed of their current address, email and telephone number if they wish to be considered for recall.

(d) Any staff member made redundant must return within two (2) business days after receipt of notice of recall when unemployed and within five (5) business days when employed elsewhere or, make arrangements with the Institute to return to work at a time which is acceptable to the Institute or the staff member's rights to recall are forfeited.

Limited Competition

(e) For the twelve (12) month period from the date of the staff member's termination they shall be eligible for placement into a posted position within their classification through a limited competition for which the staff member is qualified.

Re-employment

(f) A staff member recalled to a position or placed in a position through a limited competition under this Article shall be placed on the step of the salary schedule that they held previously to them being declared redundant.

(g) A staff member who declines an offer of employment in accordance with Article 46.14 shall forfeit all rights under this Article.

(h) If a staff member is re-hired by the Institute into a classification covered by this Collective Agreement during their severance period the staff member will be required to pay back to the Institute an amount

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equal to the remainder of their severance period in accordance with a mutually agreed repayment schedule.

**ASSOCIATION CONSULTATION**

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

## ARTICLE 47
## HUMAN RESOURCE FILES

47.01 Every staff member has the right to view the staff member's Human Resource file once a year and in the event of a grievance or disciplinary action. Every staff member shall be entitled, on request, to a copy of any material in the staff member's Human Resource file.

47.02 Each staff member is entitled to have comments relating to documents in the Human Resource file added to the file.

47.03 All information pertaining to interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either a staff member's eligibility for LTD Insurance or the staff member's participation in any behavioral health program shall be treated in a confidential manner.

47.04 A staff member who has been subjected to disciplinary action may, after twenty-four (24) months of continuous service from the date the disciplinary action was involved, request that the Human Resource file be purged of any record of the disciplinary action. Such request will be granted providing:

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

(b) the disciplinary action is not the subject of an unresolved grievance.

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

47.05 The staff member will be informed of any correspondence of a disciplinary nature that the Employer wishes to place on the staff member's Human Resource file. When a notation of discipline is made against the record of a staff member, the staff member will be furnished with a copy.

47.06 The Human Resource file referred to in this Article and all relevant documentation and evidence to the specific situation in question, brought forward in a timely manner will be considered in a discipline situation.

## ARTICLE 48
## GRIEVANCE PROCEDURE

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

48.01 In this Article:

(a) a grievance shall be defined as any difference between the parties to or the persons bound by this Collective Agreement as to the interpretation, application, administration, or alleged violation of the Collective Agreement, including any question as to whether the dispute is arbitrable or where any difference arises from the discipline or dismissal of any staff member. Such disputes may be the subject of a grievance and be resolved by the procedures contained herein;

(b) "days" means calendar days, but excludes Saturdays, Sundays, and Paid Holidays;

(c) notwithstanding 48.01 (a), a grievance regarding the dismissal of a probationary staff member or a performance evaluation shall be settled at Step 3 of this procedure, and is not arbitrable. If the

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termination of the probationary staff member is an alleged human rights violation, the employee shall have access to the grievance procedure, including arbitration.

(d) Grievance Hearing Officer shall mean any out of scope leader, having the authority to make a decision, who does not have prior direct involvement with the issue giving rise to the grievance. At Step 2 the Grievance Hearing Officer shall be the Dean, Director or designate, and at Step 3 the Grievance Hearing Officer shall be the Vice President Academic or designate.

48.02

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

48.03 Time Limits and Procedures

Step 1: The staff member must raise the complaint with their out of scope leader within fifteen (15) days of the situation or awareness of the situation causing the complaint. The complaint of a staff member will be addressed within five (5) days of the complaint being raised.

Step 2: Notwithstanding the provisions below outlining the Step 2 procedure, a grievance may advance directly to Step 3 upon mutual agreement of the Institute, Association, and staff member(s) who are party to the grievance.

If the complaint is not resolved through the discussion, the grievance must be reduced to writing, on a form supplied by the Association, stating the facts of the complaint, the Articles of the Agreement involved and the remedy requested, and be dated and signed by the staff member and the Association. The written grievance will be submitted by the Association to the Employer via the designated email address within fifteen (15) days of the date of the complaint being addressed by the out of scope leader.

The Human Resources representative will arrange for a meeting within fifteen (15) days of receipt of the written grievance with the grievor and the Association's Labour Relations Director or designate in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. A decision, with rationale, from the Grievance Hearing Officer shall be provided within five (5) days of the hearing. If the decision does not resolve the grievance, the Association shall submit the grievance at Step3, along with a written summary of positions and relevant documents to the Institute President and Association President within fifteen (15) days of receipt of the decision.

Step 3: The Grievance Hearing Officer will meet within fifteen (15) days of receipt of the Step 3 grievance in an attempt to resolve the grievance. The parties may request that other staff members attend if necessary. The Grievance Hearing Officer will provide a written decision to the Association within five (5) days of the meeting.

Step 4: If the decision of the Grievance Hearing Officer is unsatisfactory to the Association, the Association shall then submit the grievance to arbitration within fifteen (15) days of the receipt of the decision. The notice of submission to arbitration must be in writing and sent to the designated email address.

(a) A grievance involving discipline must be filed directly at Step 3 within fifteen (15) working days of the disciplinary action.

(b) Either the Institute or Association may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Institute and the Association. A policy grievance commences at Step 3 of the grievance procedure. The grievance must be filed within fifteen (15) days of the incident coming to the attention of the grieving party.

(c) When two or more staff members have a complaint arising from the same incident, the grievance may be submitted as a group grievance.

(d) The policy grievance procedure must not be used for processing individual grievances.

(e) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.

(f) Any grievance not submitted in conformity with the time limits prescribed in this Article or the agreed to time limit extension, is deemed to have been abandoned and must not be continued or reopened.

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(g) When the party receiving a grievance fails to process the grievance within the time limits specified in this Article, the aggrieved shall automatically be eligible to advance the grievance to the next higher level, except that to advance to Arbitration, a grievance must be a grievance as defined pursuant to 48.01.

(h) The parties agree that any dispute or grievance concerning the alleged violation of this Agreement, which has not been settled, shall be referred to Arbitration at the written request of either party.

48.04 Arbitration Structure

(a) The notice to refer the matter to an Arbitrator shall contain the grievance in the form set forth in Article 48.03.

(b) Grievances shall be heard by a single Arbitrator. The Association shall, in its notice of intent to proceed to Arbitration, suggest a person to serve as Arbitrator. The Employer shall respond within fifteen (15) days, either agreeing to the Association's proposed Arbitrator or suggesting alternative Arbitrators. If the parties cannot agree on an Arbitrator within thirty (30) days, either party may request the Chair of the Labour Relations Board of Alberta to appoint a single Arbitrator. Either party may elect to have the discussion about Arbitrator selection delegated to their respective legal counsel.

(c) The parties may mutually agree in writing to extend any time limit. A request for extension of time limits will not be unreasonably denied.

(d) The Employer and the Association shall share equally the total cost of the arbitration and Arbitrator.

(e) The Employer shall grant the grievor leave of absence with pay for the purpose of attending the hearing of the grievance provided that the leave of absence shall only be for the purpose of attending the hearing. Should the grievance deal with dismissal of a staff member and the dismissal be upheld by the Arbitrator, no reimbursement for pay shall be allowed.

(f) The Employer shall grant a leave of absence to attend the Arbitration hearing, with pay for witnesses who are academic staff members of the Employer who are called by the grievor;

(g) The Employer and the Association shall share the expenses of necessary witnesses called by the Arbitrator on an equal basis, if the necessary witnesses are not employed by the Institute or the Association. The expenses of witnesses called by the Arbitrator at the request of one of the parties shall be borne by that party.

48.05 Powers of the Arbitrator

(a) The Arbitrator shall neither add to, detract from, nor modify the language of any Article of the Collective Agreement.

(b) The Arbitrator shall expressly confine itself in its award to the precise issue submitted to the Board and shall have no authority to make a decision on any other issue not so submitted to it.

(c) Where disciplinary action against an academic staff member is involved, the Arbitrator may vary the penalty, as the Arbitrator considers fair and reasonable.

(d) The Arbitrator:

i. may accept any oral or written evidence that it, in its discretion, considers proper whether admissible in a court of law or not;

ii. is not bound by the law of evidence applicable to judicial proceedings; and

iii. may summon and enforce the attendance of witnesses and compel them to give oral or written evidence on oath and to produce the documents and things that the Arbitrator considers requisite to the full investigation and consideration of matters within its jurisdiction in the same manner as a court of record in civil cases.

(e) If any persons fail to comply with an order of the Arbitrator under Article 48.05(d)(iii), or conduct themselves in a manner that may be in contempt of the Arbitration or its proceedings, the Arbitrator may apply to the court for an order directing compliance with the order of the Arbitrator or restraining any conduct found by the court to be in contempt of the Arbitration or its proceedings.

(f) The Arbitrator may correct in any award any clerical mistake, error or omission.

48.06 Arbitration Procedures

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(a) Within thirty (30) days or as soon as reasonably possible upon receipt of a grievance, the selected Arbitrator shall advise the Employer and the Association of the hearing date.
(b) At the Arbitration hearing, the Employer and the Association may be represented by any person(s) they so delegate.
(c) The Arbitrator shall submit a report on the findings and their decision as soon as reasonably possible following the completion of the hearing.

48.07 Meetings During Grievance Procedure

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

48.08 Group Grievances

A group grievance may be initiated by more than one staff member provided that all are grieving the identical issue and all who are grieving have signed the initial grievance document. Grievances initiated by more than one staff member and meeting the above criteria shall be dealt with in accordance with Articles 48.01 - 48.08 inclusive. The decision of an individual to abandon a group grievance shall not prejudice the rights of the remaining members of the group to advance their grievance.

## ARTICLE 49
## COLLECTIVE BARGAINING NEGOTIATIONS AND DISPUTE RESOLUTION

49.01 The Institute and the Association shall follow all applicable provisions set out in the Alberta Labour Relations Code with respect to collective bargaining including any replacement legislation, to the extent that it applies to the parties.

49.02 Notwithstanding the provisions of the Alberta Labour Relations Code, the parties may mutually agree to set their own dates to meet and bargain the collective agreement.

## ARTICLE 50
## PAYMENT

50.01 A staff member shall be paid bi-weekly. Bi-weekly pay will be determined by dividing the annual salary by 26.

50.02 A staff member's salary and authorized expense claims shall be paid by direct deposit into an account of the staff member's choice in a bank, trust company, or credit union. To facilitate this operation, each staff member shall maintain an account in a chartered bank, trust company, or credit union that is capable of receiving and accounting for funds by electronic transfer in an efficient manner. A staff member's pay advice will be available by electronic means normally no later than the business day immediately preceding the deposit day for the pay period.

50.03 Notwithstanding the generality of 50.01 and 50.02, a staff member whose employment is terminated shall normally be entitled to receive final salary payment by direct deposit ten (10) consecutive days after the end of the pay period in which the termination occurred.

## ARTICLE 51
## HEALTH & SAFETY

51.01 In accordance with the Alberta Occupational Health and Safety legislation, NAIT's Joint Worksite Health and Safety Committee (JWHSC) is made up of employee and management representatives. The mandate of the committee is to participate and provide recommendations in the development, implementation and evaluation of NAIT workplace health and safety activities.

51.02 NASA shall appoint its representatives to the JWHSC on an annual basis.

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51.03 The JWHSC operates in accordance with the program/procedure established under NAIT's Health and Safety Policy and Health and Safety Participation Procedure.

## ARTICLE 52
## PARKING

52.01 Staff will be provided access to Institute parking facilities.

## ARTICLE 53
## INSTRUCTION DESIGN AND DELIVERY

53.01 The Institute recognizes that the primary responsibility for instructional design and delivery rests with academic staff. Explicitly, activities related to the diagnosis of learning needs, the prescription of learning activities and the evaluation of student performance fall within the domain of academic staff members.

53.02 This responsibility includes latitude to teach, discuss, gather and disseminate knowledge and understanding based on the academic staff member's expertise in their discipline. Course delivery will be within the framework of the learning objectives and outcomes of the applicable curriculum. The Employer acknowledges the importance of staff members' participation in their respective professional and academic bodies and likewise, staff members recognize their professional responsibility to maintain current within their discipline.

53.03 The Association recognizes that support staff (instructional assistants) have had a role in the domain of instructional delivery and will continue to do so in the future.

53.04 The Institute confirms its intent that:

(a) instructional assistants not be used to displace instructional staff ie: that the hiring of instructional assistants not cause redundancy of academic staff members;

(b) The Institute, when assigning an instructional assistant to a course section, will ensure an instructor is also assigned to that same course section. A course section is the smallest specific scheduled instance of a course that students can be enrolled in.

(c) instructional assistants work under the guidance of Instructors, Leader I or II for day-to-day academic program support, but will formally report to a non-bargaining unit member for the purpose of performance management and approvals of time off and other entitlements.

## ARTICLE 54
## SALARY

Leader I

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

Leader II

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

## ARTICLE 55
## PHASED-IN RETIREMENT PLAN

55.01 The eligibility of a staff member to participate in the Plan is subject to Article 3 and the terms and conditions contained in the Plan.

55.02 Amendments to the Plan that affect a staff member's eligibility shall be approved by the Association prior to their implementation.

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

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55.04 Staff members on Phased-In Retirement Plan shall receive:

(a) benefits as outlined in the Plan, and

(b) all increases to normal salary and benefits on the same basis as other staff members not on leave.

## ARTICLE 56
## DEPENDENT SCHOLARSHIP PLAN

56.01 The Employer will offer scholarships to eligible dependents of continuing staff members.

56.02 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.

56.03 For purposes of this Plan, "dependents" means those persons described as dependents under the NAIT Employee Benefit Plan Coverage – Academic Staff.

## ARTICLE 57
## WELLNESS DAYS

57.01 Staff members shall be entitled to two (2) wellness days per academic year to be used upon approval by the out of scope leader or designate. The use of wellness day(s) shall not interrupt student learning or result in additional costs (e.g. related to substitution).

57.02 There shall be no carry over of unused wellness days to the next academic year.

## ARTICLE 58
## COUNSELLOR WORKLOAD

58.01 Application

This article applies to those staff members who are continuing or temporary full-time or part-time counsellors.

58.02 Counsellors shall have no more than twenty-two (22) one-to-one student counselling appointment hours per week.

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## LETTER OF UNDERSTANDING
## RE: ARTICLE 3 – APPLICATION PRINCIPLES FOR VENDOR/CONTRACT HIRING FOR CREDIT PROGRAM NEEDS

Notwithstanding Article 3 and the mutual agreement for employees to be hired into any of the employee types listed in Article 3, NAIT, from time to time may engage particular professions via corporate contracts ('vendor contracts').

The parties agree that NAIT may continue to make use of 'vendor contracts' as a means of engaging with individuals who provide work through an incorporated company (instead of as an employee). Some examples of where this may occur include:

- To deliver specialized lectures, evaluate students and/or provide other professional services to support student learning
- To instruct a course (e.g. in hard to recruit areas or specialized program areas)
- Where the hiring of the service contributes to program accreditation

The vendor contracts will be used for particular professions that are

- Regulated by legislation; or
- Required to be licensed by a professional body; or
- Required to provide specialized or professional services in a particular area of expertise where services can only be obtained via a corporation

NAIT will remit, on a quarterly basis to NASA, and amount equal to the dues that would be payable on the value of the vendor contracts.

By May 15th each year NAIT will provide NASA a list of vendors contracted in the fiscal year ending March 31st along with the following information for each vendor: vendor name, start date, end date, school, and the amount remitted per vendor.

NAIT agrees to not engage with more than twenty-five (25) corporations per fiscal year across academic schools.

## LETTER OF UNDERSTANDING
## INTELLECTUAL PROPERTY WORKING GROUP

The Parties agree to establish a working group to discuss Intellectual Property. The working group shall be composed of up to 12 members, consisting of equal representation name by each party. The working group will work towards formulating a joint recommendation, which shall be presented to the Parties in advance of bargaining.

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## LETTER OF UNDERSTANDING
## GROUP BENEFITS WORKING GROUP

The Parties agree to establish a working group to discuss Group Benefits Plan for staff members. The working group shall be composed of up to 12 members, consisting of equal representation name by each party. The working group will work towards formulating a joint recommendation, which shall be presented to Parties in advance of bargaining.

## LETTER OF UNDERSTANDING
## RE: AI WORKING GROUP

The Parties agree to establish a working group to discuss challenges of Artificial Intelligence ("AI") and consider anticipated impacts, including ethical use, adoption, intellectual property, and best practices within an academic context.

The AI working group shall be composed of 12 members, consisting of equal representation named by each party. The working group will work towards formulating a joint recommendation, which shall be presented to the Parties in advance of bargaining.

## LETTER OF UNDERSTANDING
## RE: ARTICLE 53 – INSTRUCTIONAL DESIGN AND DELIVERY

The Parties agree that instructional assistants involved in instructional delivery in a classroom shall do so under the guidance of the course's instructor.

The Employer affirms its commitment to maintaining instructors as the primary academic voices for instructional design, delivery, and oversight. While instructional assistants contribute valuable support as members of the instructional delivery team, their role is intended to complement the expertise of instructors.

The Institute shall provide to the Association by September 15th the ratio of the headcount for Instructional Assistant II involved in instructional delivery to continuing instructors for the previous academic year. If the ratio is greater than 15%, then the Institute shall consult with the Association to develop a plan (forecast) that will ensure the ratio reported as of the following year is at or below 15%.

The Parties agree that no later than 12 months following the ratification of the Collective Agreement, the Institute will meet with the affected staff members in a program where Instructional Assistant II positions are currently being used to discuss the use of those instructional assistants in the program.

## LETTER OF UNDERSTANDING
## RE: JOINT COMMITTEE ON DEGREE/DIPLOMA DELIVERY (JRSSB)

The Dean of the JR Shaw School of Business will establish a joint committee for the purpose of reviewing workload concerns related to blended SIH thresholds as it pertains to degree/diploma delivery within the context of Campus Alberta Quality Council requirements, student experience and program quality.

## LETTER OF UNDERSTANDING
## RE: WORKLOAD THRESHOLDS FOR POST DIPLOMA CERTIFICATE PROGRAMS

*WHEREAS* the Collective Agreement between the parties dated July 1, 2024 to June 30, 2028 remains in full force and effect;

*AND WHEREAS* Article 16 – Instructor Workload, identifies categories of instruction where workload is measured in scheduled instruction hours (i.e. SIH) thresholds;

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| Category of Instruction | |
|---|---|
| **Apprenticeship** | 685 |
| **Diploma/Certificate** | 585 |
| **Applied Degree** | 515 |
| **Degree** | 449 |

*AND WHEREAS* Appendix A of the Collective Agreement lists NAIT educational programs for each category of instruction identified in Article 16; (see attached)

*AND WHEREAS* the Cyber Security and Data Analytics program is listed in Appendix A of the Collective Agreement under the Diploma/Certificate category of instruction, thereby having a workload/ SIH threshold of 585, to be effective in the 2023/24 academic year;

*AND WHEREAS* the Data Analytics program commenced prior to the ratification of the collective agreement where categories of instruction and workload thresholds were negotiated, as per Article 16 – Instructor Workload;

*AND WHEREAS* the workload threshold of 449 SIHs 2022/23 academic year was adopted for instructors who teach in the Data Analytics program;

*AND WHEREAS* the Cyber Security program has been assigned a threshold of 606 (i.e. the 2022/23 Diploma/Certificate threshold), the threshold has not been applied to employees delivering the program due to the program being delivered by casual instructors who are not subject to workload thresholds:

*NOTWITHSTANDING* the Collective Agreement prescribes the workload threshold for the Cyber Security and the Data Analytics program to be 585 commencing in the 2023/24 academic year, the parties acknowledge the past practice of utilizing a workload threshold of 449 SIHs in the Data Analytics program for the 2021/2022 and 2022/23 academic year, and;

*NOW THEREFORE* agree, on a without prejudice basis, the workload threshold for post diploma certificate programs, including the Cyber Security and Data Analytics, for the 2023/24 academic year will be 449 SIHs and will continue until a new collective agreement is reached between the parties, after its expiry on June 30, 2028; at which point the threshold will revert to the level specified in the collective agreement or as negotiated between the parties.

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# APPENDIX A
# INSTRUCTIONAL CATEGORY

**Apprenticeship**

- Auto Body Technician
- Automotive Service Technician
- Baker
- Boilermaker
- Cabinetmaker
- Carpenter
- Communication Technician
- Cook
- Crane & Hoisting Equipment Operator – Mobile Crane
- Electrician
- Gasfitter
- Glazier
- Heavy Equipment Technician
- Industrial Mechanic (Millwright)
- Insulator
- Instrumentation and Control Technician
- Ironworker
- Machinist
- Mechanic
- Outdoor Power Equipment Technician
- Parts Technician
- Plumber
- Powerline Technician
- Power System Electrician
- Refrigeration and Air Conditioning
- Roofer
- Sheet Metal Worker
- Steamfitter-Pipefitter
- Welder

**Diploma**

- Advanced Care Paramedic
- Advanced Plumbing
- Advanced Welding
- Alternative Energy
- Animal Health Technology
- Applied Financial Services
- Architectural Technology
- Baking and Pastry Arts Diploma
- Biomedical Engineering Tech
- BioSci General
- BioSci Conservation Biology
- BioSci Environmental Monitoring and Assessment
- BioSci Laboratory Research and Biotechnology
- Building Environmental Systems
- Business Administration - Management
- Business Administration - Accounting
- Business Administration - Entrepreneurship and Innovation
- Business Administration - Finance
- Business Administration – General
- Business Administration - Human Resource Management
- Business Administration - Marketing
- Captioning and Court Reporting
- Court Transcription Certificate
- Computer Engineering Technology
- Computer Network Administrator
- Construction Engineering Tech
- Culinary Arts
- Cybersecurity
- Data Analytics
- Dental Assisting
- Dental Technology Denturist Technology
- Diagnostic Medical Sonography
- Digital Media and IT
- Disaster and Emergency Management
- Electrical Engineering Technology
- Electrical Installations
- Electronics Engineering Tech
- Engineering Design Technology
- Forest Technology
- Geological Technology - GeoEnvironmental
- Geological Technology – Exploration
- Geomatics Engineering Tech
- Graphic Communications
- Hospitality Management
- Hospitality Services (specialization)
- HVAC Specialist Certificate
- Industrial Heavy Equipment Technology
- Landscape Architectural Tech
- Magnetic Resonance Imaging - First Discipline
- Magnetic Resonance Imaging - Second Discipline
- Materials Engineering Technology
- Mechanical Engineering Technology - General
- Medical Laboratory Assisting
- Medical Laboratory Technology
- Medical Radiologic Technology
- Millwork & Carpentry Cert
- Nanotechnology Systems
- Network Engineering Technology
- Occupational Health and Safety
- Optical Sciences – Contact Lens
- Optical Sciences - Eyeglasses
- Personal Fitness Trainer
- Petroleum Engineering Tech
- Photographic Technology
- Power Engineering Certificate
- Power Engineering Technology
- Pre-Employment - Auto Body Repair
- Pre-Employment - Automotive Service Technician
- Primary Care Paramedic
- Professional Meatcutting and Merchandising
- Radio and Television - Radio
- Radio and Television - Television
- Respiratory Therapy
- Veterinary Medical Assistant

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|---|---|---|
| Chemical Engineering Tech<br>Chemical Technology<br>Civil Engineering Technology<br>CNC Machinist Technician | Interior Design Technology<br>Instrumentation Engineering Technology<br>Laboratory and X-Ray Technology Combined | Water & Wastewater Technician<br>Wireless Systems Technology |
| **Applied Degree**<br>Bachelor of Applied Information Systems Technology | | |
| **Degree**<br>Bachelor of Applied Business Administration – Finance<br>Bachelor of Business Administration<br>Bachelor of Technology<br>Bachelor of Technology in Construction Management | | |

This list includes credit programs that are current as of the 2022-2023 academic year.

This list may be adjusted as changes to the program mix are made.

Instructors who teach courses that are offered across multiple programs will have their thresholds blended based on the SIHs taught in each program (example: English and Communications, Mathematics and Physics, etc.).

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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 IN ALBERTA THIS _____ day of _____, 2026

| | |
|---|---|
| _____ | _____ |
| Chair, NAIT Board of Governors<br>Melanie Bayley | Witness |
| _____ | _____ |
| President and CEO, NAIT<br>Laura Jo Gunter | Witness |
| _____ | _____ |
| Vice-President Academic, NAIT<br>Peter Leclaire | Witness |
| _____ | _____ |
| AVP (Interim), Human Resources & Labour Relations<br>Jodi Edmunds | |
| _____ | _____ |
| President, NASA<br>Shauna MacDonald | Witness |
| _____ | _____ |
| Labour Relations Officer, NASA<br>Jason Rockwell | Witness |

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**Instructor/Counsellor**

**3% July 1, 2024**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 801 | 67,174.54 | 70,722.89 | 74,272.27 | 77,819.59 | 81,367.94 | 84,917.32 | 88,465.67 | 92,014.02 | 95,563.40 | 99,111.75 | 102,661.13 | 106,209.48 | 109,757.83 | 113,307.21 | 116,855.56 |
| | 35.64 | 37.52 | 39.40 | 41.28 | 43.17 | 45.05 | 46.93 | 48.81 | 50.70 | 52.58 | 54.46 | 56.34 | 58.23 | 60.11 | 61.99 |

**3% July 1, 2025**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 801 | 69,189.78 | 72,844.58 | 76,500.44 | 80,154.18 | 83,808.98 | 87,464.84 | 91,119.64 | 94,774.44 | 98,430.30 | 102,085.10 | 105,740.96 | 109,395.76 | 113,050.56 | 116,706.43 | 120,361.23 |
| | 36.71 | 38.64 | 40.58 | 42.52 | 44.46 | 46.40 | 48.34 | 50.28 | 52.22 | 54.16 | 56.10 | 58.03 | 59.97 | 61.91 | 63.85 |

**3% July 1, 2026**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 801 | 71,265.47 | 75,029.91 | 78,795.45 | 82,558.80 | 86,323.25 | 90,088.78 | 93,853.23 | 97,617.67 | 101,383.21 | 105,147.66 | 108,913.19 | 112,677.64 | 116,442.08 | 120,207.62 | 123,972.06 |
| | 37.81 | 39.80 | 41.80 | 43.80 | 45.79 | 47.79 | 49.79 | 51.79 | 53.78 | 55.78 | 57.78 | 59.78 | 61.77 | 63.77 | 65.77 |

**3% July 1, 2027**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 801 | 73,403.43 | 77,280.81 | 81,159.31 | 85,035.57 | 88,912.94 | 92,791.45 | 96,668.83 | 100,546.20 | 104,424.71 | 108,302.09 | 112,180.59 | 116,057.97 | 119,935.34 | 123,813.85 | 127,691.23 |
| | 38.94 | 41.00 | 43.06 | 45.11 | 47.17 | 49.23 | 51.28 | 53.34 | 55.40 | 57.45 | 59.51 | 61.57 | 63.63 | 65.68 | 67.74 |

**Associate Chair**

**3% July 1, 2024**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 802 | 73,017.32 | 76,565.67 | 80,115.05 | 83,662.37 | 87,210.72 | 90,760.10 | 94,308.45 | 97,856.80 | 101,406.18 | 104,954.53 | 108,503.91 | 112,052.26 | 115,600.61 | 119,149.99 | 122,698.34 |
| | 38.74 | 40.62 | 42.50 | 44.38 | 46.27 | 48.15 | 50.03 | 51.91 | 53.80 | 55.68 | 57.56 | 59.44 | 61.33 | 63.21 | 65.09 |

**3% July 1, 2025**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 802 | 75,207.84 | 78,862.64 | 82,518.50 | 86,172.24 | 89,827.04 | 93,482.90 | 97,137.70 | 100,792.50 | 104,448.36 | 108,103.16 | 111,759.03 | 115,413.83 | 119,068.63 | 122,724.49 | 126,379.29 |
| | 39.90 | 41.84 | 43.78 | 45.71 | 47.65 | 49.59 | 51.53 | 53.47 | 55.41 | 57.35 | 59.29 | 61.23 | 63.17 | 65.11 | 67.04 |

**3% July 1, 2026**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 802 | 77,464.07 | 81,228.52 | 84,994.05 | 88,757.41 | 92,521.85 | 96,287.39 | 100,051.83 | 103,816.28 | 107,581.81 | 111,346.26 | 115,111.80 | 118,876.24 | 122,640.69 | 126,406.22 | 130,170.67 |
| | 41.09 | 43.09 | 45.09 | 47.09 | 49.08 | 51.08 | 53.08 | 55.07 | 57.07 | 59.07 | 61.07 | 63.06 | 65.06 | 67.06 | 69.06 |

**3% July 1, 2027**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 802 | 79,787.99 | 83,665.37 | 87,543.88 | 91,420.13 | 95,297.51 | 99,176.01 | 103,053.39 | 106,930.77 | 110,809.27 | 114,686.65 | 118,565.15 | 122,442.53 | 126,319.91 | 130,198.41 | 134,075.79 |
| | 42.33 | 44.38 | 46.44 | 48.50 | 50.56 | 52.61 | 54.67 | 56.73 | 58.78 | 60.84 | 62.90 | 64.96 | 67.01 | 69.07 | 71.13 |

**Chair**

**3% July 1, 2024**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 803 | 78,860.10 | 82,408.45 | 85,957.83 | 89,505.15 | 93,053.50 | 96,602.88 | 100,151.23 | 103,699.58 | 107,248.96 | 110,797.31 | 114,346.69 | 117,895.04 | 121,443.39 | 124,992.77 | 128,541.12 |
| | 41.84 | 43.72 | 45.60 | 47.48 | 49.37 | 51.25 | 53.13 | 55.01 | 56.90 | 58.78 | 60.66 | 62.54 | 64.43 | 66.31 | 68.19 |

**3% July 1, 2025**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 803 | 81,225.90 | 84,880.70 | 88,536.56 | 92,190.30 | 95,845.10 | 99,500.96 | 103,155.76 | 106,810.56 | 110,466.42 | 114,121.23 | 117,777.09 | 121,431.89 | 125,086.69 | 128,742.55 | 132,397.35 |
| | 43.09 | 45.03 | 46.97 | 48.91 | 50.85 | 52.79 | 54.72 | 56.66 | 58.60 | 60.54 | 62.48 | 64.42 | 66.36 | 68.30 | 70.24 |

**3% July 1, 2026**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 803 | 83,662.68 | 87,427.12 | 91,192.66 | 94,956.01 | 98,720.45 | 102,485.99 | 106,250.44 | 110,014.88 | 113,780.42 | 117,544.86 | 121,310.40 | 125,074.84 | 128,839.29 | 132,604.83 | 136,369.27 |
| | 44.38 | 46.38 | 48.38 | 50.37 | 52.37 | 54.37 | 56.37 | 58.36 | 60.36 | 62.36 | 64.36 | 66.35 | 68.35 | 70.35 | 72.34 |

**3% July 1, 2027**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 803 | 86,172.56 | 90,049.93 | 93,928.44 | 97,804.69 | 101,682.07 | 105,560.57 | 109,437.95 | 113,315.33 | 117,193.83 | 121,071.21 | 124,949.71 | 128,827.09 | 132,704.47 | 136,582.97 | 140,460.35 |
| | 45.71 | 47.77 | 49.83 | 51.89 | 53.94 | 56.00 | 58.06 | 60.11 | 62.17 | 64.23 | 66.29 | 68.34 | 70.40 | 72.46 | 74.51 |

**Librarian I**

**3% July 1, 2024**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 807 | 78,420.08 | 82,007.57 | 85,595.06 | 89,181.52 | 92,769.01 | 96,356.50 | 99,943.99 | 103,530.45 |
| | 41.60 | 43.51 | 45.41 | 47.31 | 49.21 | 51.12 | 53.02 | 54.92 |

**3% July 1, 2025**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 807 | 80,772.68 | 84,467.80 | 88,162.91 | 91,856.97 | 95,552.08 | 99,247.20 | 102,942.31 | 106,636.36 |
| | 42.85 | 44.81 | 46.77 | 48.73 | 50.69 | 52.65 | 54.61 | 56.57 |

**3% July 1, 2026**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 807 | 83,195.86 | 87,001.83 | 90,807.80 | 94,612.67 | 98,418.64 | 102,224.61 | 106,030.58 | 109,835.45 |
| | 44.14 | 46.15 | 48.17 | 50.19 | 52.21 | 54.23 | 56.25 | 58.27 |

**3% July 1, 2027**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 807 | 85,691.74 | 89,611.89 | 93,532.03 | 97,451.05 | 101,371.20 | 105,291.35 | 109,211.50 | 113,130.52 |
| | 45.46 | 47.54 | 49.62 | 51.70 | 53.78 | 55.86 | 57.94 | 60.02 |

**Librarian II**

**3% July 1, 2024**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 808 | 89,825.27 | 93,966.90 | 98,108.53 | 102,251.19 | 106,391.79 | 110,532.39 | 114,675.05 | 118,816.68 |
| | 47.65 | 49.85 | 52.05 | 54.24 | 56.44 | 58.64 | 60.84 | 63.03 |

**3% July 1, 2025**

| STEP | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|
| 808 | 92,520.03 | 96,785.91 | 101,051.79 | 105,318.73 | 109,583.54 | 113,848.36 | 118,115.30 | 122,381.18 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | 49.08 | 51.35 | 53.61 | 55.87 | 58.13 | 60.40 | 62.66 | 64.92 |
| **3% July 1, 2026** | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
| **808** | 95,295.63 | 99,689.48 | 104,083.34 | 108,478.29 | 112,871.05 | 117,263.81 | 121,658.76 | 126,052.62 |
| | 50.55 | 52.89 | 55.22 | 57.55 | 59.88 | 62.21 | 64.54 | 66.87 |
| **3% July 1, 2027** | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** |
| **808** | 98,154.50 | 102,680.17 | 107,205.84 | 111,732.64 | 116,257.18 | 120,781.73 | 125,308.52 | 129,834.19 |
| | 52.07 | 54.47 | 56.87 | 59.27 | 61.67 | 64.08 | 66.48 | 68.88 |

**Curriculum & Instruction Specialist**

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3% July 1, 2024** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **809** | 78,016.32 | 80,357.51 | 82,767.71 | 85,251.04 | 87,808.53 | 90,442.24 | 93,156.29 | 95,950.68 | 98,829.53 | 101,793.87 | 104,847.82 | 107,993.44 | 111,232.79 | 114,569.99 | 118,007.10 |
| | 41.39 | 42.63 | 43.91 | 45.23 | 46.58 | 47.98 | 49.42 | 50.90 | 52.43 | 54.00 | 55.62 | 57.29 | 59.01 | 60.78 | 62.60 |
| **3% July 1, 2025** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **809** | 80,356.81 | 82,768.24 | 85,250.74 | 87,808.57 | 90,442.79 | 93,155.51 | 95,950.98 | 98,829.20 | 101,794.42 | 104,847.69 | 107,993.25 | 111,233.24 | 114,569.77 | 118,007.09 | 121,547.31 |
| | 42.63 | 43.91 | 45.23 | 46.58 | 47.98 | 49.42 | 50.90 | 52.43 | 54.00 | 55.62 | 57.29 | 59.01 | 60.78 | 62.60 | 64.48 |
| **3% July 1, 2026** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **809** | 82,767.51 | 85,251.28 | 87,808.26 | 90,442.83 | 93,156.07 | 95,950.17 | 98,829.51 | 101,794.08 | 104,848.25 | 107,993.12 | 111,233.05 | 114,570.24 | 118,006.87 | 121,547.30 | 125,193.73 |
| | 43.91 | 45.23 | 46.58 | 47.98 | 49.42 | 50.90 | 52.43 | 54.00 | 55.62 | 57.29 | 59.01 | 60.78 | 62.60 | 64.48 | 66.42 |
| **3% July 1, 2027** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **809** | 85,250.54 | 87,808.82 | 90,442.51 | 93,156.11 | 95,950.75 | 98,828.68 | 101,794.39 | 104,847.90 | 107,993.70 | 111,232.91 | 114,570.04 | 118,007.35 | 121,547.07 | 125,193.72 | 128,949.54 |
| | 45.23 | 46.58 | 47.98 | 49.42 | 50.90 | 52.43 | 54.00 | 55.62 | 57.29 | 59.01 | 60.78 | 62.60 | 64.48 | 66.42 | 68.41 |

**Curriculum & Instruction Specialist - Leader I**

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3% July 1, 2024** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **814** | 83,916.68 | 86,257.87 | 88,668.07 | 91,151.40 | 93,708.89 | 96,342.60 | 99,056.65 | 101,851.04 | 104,729.89 | 107,694.23 | 110,748.18 | 113,893.80 | 117,133.15 | 120,470.35 | 123,907.46 |
| | 44.52 | 45.76 | 47.04 | 48.36 | 49.71 | 51.11 | 52.55 | 54.03 | 55.56 | 57.13 | 58.75 | 60.42 | 62.14 | 63.91 | 65.73 |
| **3% July 1, 2025** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **814** | 86,434.18 | 88,845.60 | 91,328.11 | 93,885.94 | 96,520.15 | 99,232.87 | 102,028.34 | 104,906.57 | 107,871.78 | 110,925.05 | 114,070.62 | 117,310.61 | 120,647.14 | 124,084.46 | 127,624.68 |
| | 45.85 | 47.13 | 48.45 | 49.81 | 51.20 | 52.64 | 54.13 | 55.65 | 57.23 | 58.85 | 60.51 | 62.23 | 64.00 | 65.83 | 67.71 |
| **3% July 1, 2026** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **814** | 89,027.20 | 91,510.97 | 94,067.95 | 96,702.51 | 99,415.76 | 102,209.86 | 105,089.19 | 108,053.76 | 111,107.93 | 114,252.80 | 117,492.74 | 120,829.93 | 124,266.55 | 127,806.99 | 131,453.42 |
| | 47.23 | 48.55 | 49.90 | 51.30 | 52.74 | 54.22 | 55.75 | 57.32 | 58.94 | 60.61 | 62.33 | 64.10 | 65.92 | 67.80 | 69.74 |
| **3% July 1, 2027** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **814** | 91,698.02 | 94,256.30 | 96,889.99 | 99,603.59 | 102,398.23 | 105,276.15 | 108,241.87 | 111,295.38 | 114,441.17 | 117,680.39 | 121,017.52 | 124,454.82 | 127,994.55 | 131,641.20 | 135,397.02 |
| | 48.65 | 50.00 | 51.40 | 52.84 | 54.32 | 55.85 | 57.42 | 59.04 | 60.71 | 62.43 | 64.20 | 66.02 | 67.90 | 69.84 | 71.83 |

**Curriculum & Instruction Specialist - Leader II**

| | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **3% July 1, 2024** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **815** | 89,817.03 | 92,158.22 | 94,568.42 | 97,051.75 | 99,609.24 | 102,242.95 | 104,957.00 | 107,751.39 | 110,630.24 | 113,594.58 | 116,648.53 | 119,794.15 | 123,033.50 | 126,370.70 | 129,807.81 |
| | 47.65 | 48.89 | 50.17 | 51.49 | 52.84 | 54.24 | 55.68 | 57.16 | 58.69 | 60.26 | 61.88 | 63.55 | 65.27 | 67.04 | 68.86 |
| **3% July 1, 2025** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **815** | 92,511.54 | 94,922.97 | 97,405.47 | 99,963.30 | 102,597.52 | 105,310.24 | 108,105.71 | 110,983.93 | 113,949.15 | 117,002.42 | 120,147.99 | 123,387.97 | 126,724.51 | 130,161.82 | 133,702.04 |
| | 49.08 | 50.36 | 51.67 | 53.03 | 54.43 | 55.87 | 57.35 | 58.88 | 60.45 | 62.07 | 63.74 | 65.46 | 67.23 | 69.05 | 70.93 |
| **3% July 1, 2026** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **815** | 95,286.89 | 97,770.66 | 100,327.64 | 102,962.20 | 105,675.44 | 108,469.55 | 111,348.88 | 114,313.45 | 117,367.62 | 120,512.49 | 123,752.43 | 127,089.61 | 130,526.24 | 134,066.68 | 137,713.11 |
| | 50.55 | 51.87 | 53.22 | 54.62 | 56.06 | 57.54 | 59.07 | 60.64 | 62.26 | 63.93 | 65.65 | 67.42 | 69.24 | 71.12 | 73.06 |
| **3% July 1, 2027** | | | | | | | | | | | | | | | |
| **STEP** | **3** | **4** | **5** | **6** | **7** | **8** | **9** | **10** | **11** | **12** | **13** | **14** | **15** | **16** | **17** |
| **815** | 98,145.49 | 100,703.78 | 103,337.47 | 106,051.07 | 108,845.71 | 111,723.63 | 114,689.35 | 117,742.85 | 120,888.65 | 124,127.86 | 127,465.00 | 130,902.30 | 134,442.03 | 138,088.68 | 141,844.50 |
| | 52.07 | 53.42 | 54.82 | 56.26 | 57.74 | 59.27 | 60.84 | 62.46 | 64.13 | 65.85 | 67.62 | 69.44 | 71.32 | 73.26 | 75.25 |

**NASA Casual and ESL Hourly Grids**

*Pay will be adjusted for SIHs, instructional hour or hours not worked and rescheduled if substitute is required.*

Instructor A - paid based on SIHs

Independent instruction of curriculum and preparation of course delivery materials incorporating industry expertise (e.g. power point, schedule, lecture notes). Requirement for academic work to be done outside of scheduled instruction hours (SIH), including the supporting of students (e.g. office hours).

| % increase/yr | 3% | 3% | 3% | 3% |
|---|---|---|---|---|
| Effective Date | 2024-2025<br>July 1, 2024 | 2025 – 2026<br>July 1, 2025 | 2026 – 2027<br>July 1, 2026 | 2027-2028<br>July 1, 2027 |
| | 101.97 | 105.03 | 108.18 | 111.43 |

Instructor B - paid based on SIHs

Independent instruction of curriculum incorporating industry expertise using materials previously developed and provided by the program. May conduct student assessment during scheduled instruction hours (SIH) based on previously developed assessments provided by the program. No requirement for academic work to be completed outside the scheduled instruction hours (SIH), however the casual employee is responsible to ensure they are prepared to instruct.

| % increase/yr | 3% | 3% | 3% | 3% |
|---|---|---|---|---|
| Effective Date | 2024-2025<br>July 1, 2024 | 2025 – 2026<br>July 1, 2025 | 2026 – 2027<br>July 1, 2026 | 2027-2028<br>July 1, 2027 |
| | 50.47 | 51.98 | 53.54 | 55.15 |

Instructor C

Curriculum Development & Design – paid based on hours worked

| Effective Date | 2024-2025<br>July 1, 2024 | 2025 – 2026<br>July 1, 2025 | 2026 – 2027<br>July 1, 2026 | 2027-2028<br>July 1, 2027 |
|---|---|---|---|---|
| % increase/yr | 3% | 3% | 3% | 3% |
| | 50.47 | 51.98 | 53.54 | 55.15 |

Instructor D

English as a Second Language facilitators teaching courses at levels 1,2, and 3 – paid based on Instructional hours

| % increase/yr | | 3% | 3% |
|---|---|---|---|
| Effective Date | Date of<br>ratification | 2026 – 2027<br>July 1, 2026 | 2027-2028<br>July 1, 2027 |
| | 65 | 66.95 | 68.96 |

Instructor E

English as Second Language facilitators teaching courses at levels 4, 5, and 6. Where there are fifteen (15) or fewer students in a course, the rate shall be adjusted as per the table below – paid based on Instructional hours

| % increase/yr | | 3% | 3% |
|---|---|---|---|
| Effective Date | Date of Ratification | 2026 – 2027 July 1, 2026 | 2027-2028 July 1, 2027 |
| # students | | | |
| 16 or more | 70 | 72.10 | 74.26 |
| 15 or fewer | 65 | 66.95 | 68.96 |

Casual Librarian

Paid based on hours worked

| % increase/yr | 3% | 3% | | 3% | 3% |
|---|---|---|---|---|---|
| Effective Date | 2024-2025 July 1, 2024 | 2025 – 2026 July 1, 2025 | Date of ratification | 2026 – 2027 July 1, 2026 | 2027-2028 July 1, 2027 |
| | 43.26 | 44.56 | 49 | 50.47 | 51.98 |

Casual Counsellor

Paid based on hours worked

| % increase/yr | 3% | 3% | 3% | 3% |
|---|---|---|---|---|
| Effective Date | 2024-2025 July 1, 2024 | 2025 – 2026 July 1, 2025 | 2026 – 2027 July 1, 2026 | 2027-2028 July 1, 2027 |
| | 50.47 | 51.98 | 53.54 | 55.15 |

Casual Curriculum & Instructional Specialist

Paid based on hours worked

| % increase/yr | 3% | 3% | 3% | 3% |
|---|---|---|---|---|
| Effective Date | 2024-2025 July 1, 2024 | 2025 – 2026 July 1, 2025 | 2026 – 2027 July 1, 2026 | 2027-2028 July 1, 2027 |
| | 50.47 | 51.98 | 53.54 | 55.15 |

Casual Training Rate

Paid based on the predetermined time required to complete the training

| % increase/yr | | 3% | 3% |
|---|---|---|---|
| Effective Date | Date of Ratification | 2026 – 2027 July 1, 2026 | 2027-2028 July 1, 2027 |
| | 42 | 43.26 | 44.56 |