



**INGOING PROPOSALS**

**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**BOARD OF GOVERNORS OF**

# **THE NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY**

**AND THE**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES**

**LOCAL 038**

**~~JULY 1, 2013– JUNE 30, 2017~~**

**JULY 1, 2017 – JUNE 30, \_\_\_**

THIS INGOING PROPOSAL IS MADE ON A WITHOUT PREJUDICE BASIS AND CONTAINS ALL ARTICLES AND LETTERS OF UNDERSTANDING THE UNION SEEKS TO PUT ON THE TABLE FOR DISCUSSION. THE POSITIONS IN THIS PROPOSAL ARE PRESENTED AS A PACKAGE AND THE UNION MAY AMEND ANY PART OF THE PACKAGE AND ANY AND ALL POSITIONS UPON NON-ACCEPTANCE.

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ERRORS AND OMISSIONS EXCEPTED

**UNIFOR 880**

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**PREAMBLE**

This Agreement made this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_.

BETWEEN:

The Board of Governors of the Northern Alberta Institute of Technology

(hereinafter referred to as the Employer)

of the first part

and

The Alberta Union of Provincial Employees

(hereinafter referred to as the Union)

of the second part

and

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

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

NOW THEREFORE, the Parties hereto mutually agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.01 In this Agreement, unless the context otherwise requires:

**DEL** ~~(a) a word used in the masculine gender applies also in the feminine;~~

**DEL** ~~(b) a word used in the singular may also apply in the plural;~~

(c) "Board" means The Board of Governors of the Northern Alberta Institute of Technology;

(d) "Employee" means a person employed by the Board under authority of the Post-secondary Learning Act who is in the bargaining unit covered by this Collective Agreement, and who is employed in one of the following categories:

(i) permanent service which covers all employees appointed to full-time or part-time positions, on either a continuing basis (twelve (12) months each year) or recurring basis (periods greater than six (6) months but less than twelve (12) months each year and who are paid a salary; or

(ii) temporary service which covers all employees appointed to full-time or part-time positions for the purpose of additional work, replacement of permanent employees or special projects not anticipated for a continuous or recurring basis; or

(iii) casual service which covers all employees hired for full-time or part-time casual employment and who are paid an hourly rate.

(e) "Probationary Employee" means a person who is serving a probationary period;

(f) "Employer" means the Northern Alberta Institute of Technology;

(g) "Permanent Position" means a position, the duties of which are of a continuing nature;

**AMD** (h) "Temporary Position" means a position established to cover a workload that is predictable and regular, but for a limited period **in excess of three (3) months.**

 Temporary Employees hired for a period of continuous temporary employment in the same position in excess of twenty-four (24) months, shall ~~have the position posted as~~ **be appointed to** a permanent position ~~in accordance with Article 10 Position Opportunities~~. Temporary employment for a period beyond twenty-four (24) months may be exempted from the provisions of this clause by mutual agreement between the Employer and the Union.

**AMD** (i)“Casual Employment” is non-permanent employment ~~on an hourly basis~~. **of an Employee who:**

1. **is regularly scheduled for a period of three (3) months or less for specific job; or**

**(ii) relieves for absences the duration of which is three (3) months or less; or**

1. **works on a call-in basis and is not regularly scheduled.**

Continuous casual employment in the same class and job shall not normally extend beyond the end of the pay period during which the Employee’s accumulated time in the fiscal year reaches 1000 hours, unless extended by the mutual agreement of the Union and the Employer, after which time if the employment is to continue, the Employee shall be appointed to a temporary position;

(j) “Weekly Salary” means bi-weekly salary divided by two (2);

(k) “Annual Salary” means twenty-six (26) times the bi-weekly salary rate applicable to a classification, except that Acting Incumbency Pay shall be included for overtime calculations only;

(l) “Work Day” means any day on which an Employee is normally expected to be at his place of employment;

(m) “Hourly Rate” means the bi-weekly salary divided by the bi-weekly hours related to the Job Code;

(n) “Pay Range” means the salary steps assigned to a class within the salary schedule;

(o) “Multiple Pay Ranges” means a combination of two or more successive pay ranges assigned to a class;

(p) “Step” means a single salary rate within the pay range;

(q) “Minimum Salary” means the lowest step of the pay range assigned to a class;

(r) “Maximum Salary” means:

(i) the highest step of the highest pay range assigned a class; or

(ii) the job rate assigned to a class.

(s) “Increment” means the difference between one step and the next step within the same pay range;

(t) “Dismiss” means to terminate an Employee’s employment relationship with the Board, for cause;

(u) “Designated Officer” means a person who is authorized, on behalf of the Employer, to deal with grievances;

(v) “Local” means Local 038 of the Alberta Union of Provincial Employees;

(w) “Union” means The Alberta Union of Provincial Employees;

(x) “President” means the Chief Executive Officer of the Northern Alberta Institute of Technology;

**AMD** (y) “Union Steward” means an Employee in the Bargaining Unit ~~nominated and assigned to act on behalf of Employees;~~ **who has completed the required AUPE courses and training necessary to be registered by the Union to provide Union representation to Members.**

**NEW (z) “Union Representative” means a staff person from the Union authorized by the Union to act on behalf of an Employee.**

~~(z~~) **(aa)** "Discipline" means a reprimand, suspension, demotion, or dismissal, taken against an Employee, for cause;

~~(aa)~~ **(bb)** "Month" means a calendar month;

~~(bb)~~ **(cc)** "Arbitration Board" means an arbitration board established for settlement of differences as described in this Agreement;

~~(cc)~~ **(dd)** " 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.

~~(dd)~~ **(ee)** "Week" means a seven (7) day period beginning on a Sunday.

**NEW (ff) “Split Shift” means an employee’s workday consisting of two or more separate periods of work with a break of more than one hour in-between.**

**ARTICLE 2**

##### JURISDICTION

2.01 The provisions of this Agreement apply as specified in Article 3 to all Employees of the Board deemed to be certified as a Bargaining Unit pursuant to the *Public Service Employee Relations Act* (PSERA).

2.02 This agreement will not apply to persons who are agreed between the parties to be excluded from the bargaining unit, or who have been determined by the Labour Relations Board to be excluded under the provisions of the *Public Service Employee Relations Act* (PSERA).

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

**ARTICLE** **3**

**APPLICATION**

3.01 This Agreement applies to an Employee:

(a) employed in a permanent position; and

(b) employed in a temporary position except that:

(i) Article ~~21~~ **24**, Position Abolishment, shall not apply, and

(ii) Apprentices shall not have access to Article ~~20~~ **22**, Grievance Procedure, for termination of employment as a result of either:

* failure to comply with the terms and conditions of the Apprenticeship and Industry Training Act and/or regulations; or
* the unavailability of tradesmen positions upon completion of the Apprenticeship program.

3.02 Where applicable, the provisions of this Agreement shall be applied on a pro-rata basis to Employees employed on a part-time basis.

**AMD** 3.03 Employees hired for casual employment will qualify for the terms and conditions of this Agreement, except that the following shall not apply:

Article ~~21~~ **24** Position Abolishment

Article ~~22~~ **25** Layoff And Recall

Article ~~23~~ **26** Illness and Disability in the Workplace

Article ~~24~~ **27** Long Term Disability (LTD)

Article ~~25~~ **28** Health and Dental Plan

Article ~~26~~ **29** Insurance (except that Accidental Death and Dismemberment for Board business travel shall apply)

Article ~~27~~ **30** Paid Holidays (except that ~~27.06(a)~~ **30.06(a)** shall apply)

Article ~~28~~ **31** Annual Vacation Leave

Article ~~29~~ **32** Special Leave

Article ~~35~~ **38** Workers' Compensation Supplement

3.04 Notwithstanding Clause 3.03, an Employee hired for casual employment shall receive:

(a) Six per cent (6%) of his regular hourly wage earnings in lieu of annual vacation entitlement, Article ~~28~~ **31**, in addition to his regular hourly wage earnings, and

(b) Five point two per cent (5.2%) of his regular hourly wage earnings in lieu of paid holidays, Article ~~27~~ **30**, in addition to his regular hourly wage earnings.

ARTICLE 4

**MANAGEMENT RECOGNITION**

4.01 The Union recognizes that all functions, rights, powers and authority which the Board has not specifically abridged, delegated or modified by this Agreement are retained by the Board.

4.02 In administering this agreement the Employer shall act in a consistent manner.

ARTICLE 5

**UNION RECOGNITION**

5.01 The Employer recognizes the Union as the exclusive bargaining agent for all Employees covered by Alberta Labour Relations Board Certificate #E153-2004. The Employer shall not recognize any Employee or group of Employees as representing the Union, nor shall the Employer enter into any separate agreement(s) with an Employee, a group of Employees or a Union Steward which compromises the terms or conditions of employment contained in this Agreement without the prior written approval of the President of the Union.

5.02 The Parties agree that there shall be no discrimination or coercion exercised or practiced with respect to any Employee for reason of membership or legitimate activity in the Union.

5.03 The Employer will provide bulletin board space for use of the Union at locations on the Employer's premises which are accessible to Employees. Sites of the bulletin boards are to be determined by the Employer and the Union. Bulletin board space shall be used for the posting of Union and Local information directed to its members and shall be maintained by Local 038. The Employer will work with the Union in establishing the appropriate electronic linkages between the NAIT web page and the AUPE web page.

**AMD** 5.04 The Employer will allow the ~~Union~~ **Local** and its members use of the internal postal service including a direct bill postal account and will provide the Local and Stewards with individual mail boxes, at no cost, for distribution of Union literature. The ~~Union~~ **Local** will provide a list of the names of Stewards at least semi-annually to Materials Management (Internal mail). The Employer will provide each member with an email address and account. The Employer will provide the ~~Union~~ **Local** and its members use of the NAIT email system, subject to normal NAIT protocols.

**AMD** 5.05 An Employee shall have the right to wear or **personally** display the recognized insignia of the Union, ~~however, no such insignia larger than a lapel pin shall be worn on issue clothing or uniforms, nor shall an insignia be displayed on Employer’s equipment or facilities.~~

ARTICLE 6

LEGISLATION AND THE COLLECTIVE AGREEMENT

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

**AMD** 6.02 In the event that any Articles of the Agreement are affected by legislation, these affected Articles shall be renegotiated within 90 days of the change in legislation. Any disagreements concerning the renegotiation shall be subject to Article ~~20.08~~ **22.08** (Level 3 of the Grievance Procedure).

6.03 Where a difference arises out of the provisions contained in an Article of the Collective Agreement, and the subject matter is also covered in Employer Regulations, Guidelines, Directives or Policies, the Collective Agreement shall supersede the Regulations, Guidelines, Directives or Policies.

ARTICLE 7

**UNION MEMBERSHIP AND DUES CHECKOFF**

7.01 All Employees covered by this Agreement shall become members of the Union as a condition of employment. An Employee who has a religious objection to becoming a member of the Union shall be permitted to opt out of membership by providing the Union with a signed statutory declaration outlining the objection within sixty (60) consecutive calendar days from the date of commencement of employment, but such Employee shall continue to pay Union dues.

7.02 All Employees covered by this Agreement, except those receiving LTDI benefits, shall be required to pay Union dues. The Employer shall, therefore, as a condition of employment, deduct each pay period the amount of the Union dues as set out by the Union from the pay of all Employees covered by this Agreement.

7.03 The Employer shall remit electronically the Union dues deducted from the pay of all Employees to an account specified by the Union no later than the end of the following pay period. Where an accounting adjustment is necessary to correct an over or under payment of dues, it shall be effected in the succeeding two (2) pay periods. A report of the deductions remitted is forwarded electronically to the Union and includes particulars identifying each Employee showing Employee number, Employee Name, Address, City, Postal Code, home phone number, start date, long term absence status (LTD, STD, WCB, LOA), Service Date, Dept ID, Job Code, Job Code Description, Job Status, Employee Type (Regular, Temporary, Casual), Gross Pay and the Current Amount of Dues. Further, the Employer shall provide to the Union, once every two (2) pay periods, a list containing the name and last known address of current recipients of Long Term Disability Insurance.

7.04 The Union shall advise the Employer, in writing, of any change in the amount of dues to be deducted from the Employees covered by this Agreement. Such notice shall be communicated to the Employer at least thirty (30) days prior to the effective date of the change.

**AMD** 7.05 The Employer shall notify the ~~Union~~ **Local**, monthly, of the names of new Employees hired for positions in the Bargaining Unit.

7.06 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article.

ARTICLE 8

**EMPLOYER/EMPLOYEE/UNION RELATIONS**

8.01 Local Union membership meetings may be held on Employer premises, subject to prior notification to the Employer. The Local agrees to minimize the set-up, reorganization, and cleaning of facilities used for such meetings. The arrangements of the meeting shall be subject to mutual agreement.

**AMD** 8.02 The Employer recognizes the Union Steward as an official representative of the Union and acknowledges the right of the ~~Union~~ **Local** to nominate and ~~assign~~ **the Union to register** Employees in the Bargaining Unit as Union Stewards.

**AMD** 8.03 The Union shall determine the number of Union Stewards **in the bargaining unit.**~~, having regard to the plan of organization, and the distribution of Employees at the work place in order to minimize the impact of Stewards’ time off to the Steward’s work unit.~~ ~~The Union and the Employer shall consult when difficulties arise~~. On a quarterly basis, the Local will provide the Employer with the names of all ~~assigned~~ **registered** Union Stewards.

8.04 (a) The Union and the Employer desire every Employee and Supervisor to be familiar with the provisions of this Agreement. For this reason the Employer and Union shall co-operate in printing sufficient copies of the Agreement for distribution to Employees, and shall share equally the printing costs.

**AMD** (b) The ~~Chairperson of the Local or his designate~~ **Employer** will provide ~~the~~ **new** Employee**s** with ~~a copy~~ **copies** of the Collective Agreement **when hired. The Local Chair will provide copies of the Collective Agreement to existing Employees** and any other materials the Union deems necessary.

**AMD** (c) A new Employee shall be advised of the name**s** and ~~location~~ **contact information** of ~~his~~ **current** Union Steward**s and Local Executive**  by the Chairperson of the Local (or his designate).

(d) The Employer shall provide the Local with a list of new Employees hired in the bargaining unit and their organizational unit/department at least monthly.

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

Report Provided To Frequency

Dues Deduction (7.03) Union Bi-weekly

LTD Recipients (7.03) Union, Local Monthly

New Hires (7.05,8.05) ~~Union,~~ Local Monthly

Designated Officers (20.03) Employees**, Local, Union** Posting

Seniority List (22.14) Chairperson of Local Semi Annually

EI rebate (34.03) Chairperson of Local Quarterly

Student Employee Union Monthly

Excluded persons Union, Local Monthly

Regular Employees Union, Local Monthly

New positions Union, Local Workflow determined

Casual Employees Union, Local Monthly

Temporary Employees Union, Local Monthly

WCB Statistical Information Union, Local Annually

Retirees Union, Local Monthly

Terminations & position Union, Local Workflow determined

 abolishments

Layoffs/ Recalls Union, Local Workflow determined

**DEL** ~~8.06~~ ~~The Employer and the Local shall ensure that an ongoing process is in place to provide new Employees with the following: a current Collective Agreement and a list of the current Local Executives and Union Stewards.~~

~~8.07~~ **8.06** The Chairperson of the Local or their designate shall be given the opportunity to provide material (e.g. web link, brochure, or pamphlet, etc.) to be included with the regular New Employee Orientation Sessions. This material shall be for the sole purpose of explaining the role of AUPE on the worksite and what AUPE offers to its membership.

**ARTICLE 9**

**TIME OFF FOR UNION BUSINESS**

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

(a) meeting with representatives of the Employer, not to exceed two (2) of a committee of six (6) members, during the formal negotiating of a Collective Agreement;

**AMD** (b) by a Union Steward for the purposes of Employee support including investigating a complaint; in discussing written grievances as outlined in the grievance procedure; and **providing representation** at a **meeting that could result in discipline, a formal** disciplinary interview**, duty to accommodate meeting, or return to work meeting**;

(c) attending the Employee Management Advisory Committee meetings, with Local representation of up to six (6) in number;

(d) meeting with the Employer at formal Safety Committee meetings during normal working hours, and for meetings of the Joint Work Site Health and Safety Committee;

(e) attending Employer initiated Employee Assistance Program meetings;

(f) attending the Employer orientation sessions for new Employees;

(g) participating in other Employer initiated meetings where the Employer deems that Local representation is required.

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

(a) members elected as delegates to attend the Annual Convention of The Alberta Union of Provincial Employees;

(b) members designated as delegates representing the Union at Conventions of other Employee organizations;

(c) members designated to attend Union Seminars and Conferences. It is understood that, wherever possible such Seminars and Conferences will be held outside of normal working hours;

(d) members of the Union Executive Committee, to attend meetings;

(e) members of the Provincial Executive of the Union, to attend general meetings;

(f) members of the Provincial Executive Standing Committees of the Union to attend regular committee meetings;

(g) members of the Local 038 Bargaining Committee, not to exceed twelve (12) members, three days to prepare for negotiations before the formal negotiations begin;

(h) four (4) of six (6) members of the Local 038 Bargaining Committee, for time spent meeting with representatives of the Employer during the formal negotiation of a collective agreement and for Union preparatory meetings during these negotiations;

(i) the Chairperson of the Local shall collectively be relieved of up to ten percent (10%) of a FTE (full time equivalent) to attend to Local Union business.

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

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

##### ARTICLE ~~45~~  10 (Moved and renumbered as Article 10)

**~~NO DISCRIMINATION~~ RESPECT IN THE WORKPLACE**

**10.01 The parties recognize the value of informal discussion between Employees and their supervisors, and between the Union and the Employer, with the intent that problems and concerns be resolved without recourse to formal complaint.**

~~45.01~~**10.02** **The Employer and the Union agree to abide by the Alberta Human Rights Act.** There shall be no discrimination, restriction or coercion exercised or practised ~~in respect of the Employee by either Party by reason of age, race, colour, creed, national origin, political or religious belief, gender, sexual orientation, marital status, physical or mental disability, nor by reason of membership or non-membership or activity in the Union, nor in respect of an Employee’s or Employer’s exercising any right conferred under this Collective Agreement or any law of Canada or of Alberta.~~ **by the Employer or the Union with respect to any Employee by reason of sexual orientation, membership or non-membership or activity in the Union, nor in respect to any of the listed grounds in the aforementioned Act including age, race, colour, religious or political beliefs, gender, gender identity, gender expression, mental or physical disability, place of origin, marital status, family status, or source of income. For the purposes of the Article, the parties agree that the defenses and definitions of the aforementioned Act are applicable.**

~~45.02~~**10.03** Article ~~45.01~~ **10.02** shall not apply with respect to a refusal, limitation, specification or preference based on a bona fide occupational requirement.

~~45.03~~**~~10.04~~** ~~The intent of this Article is to provide a timely, efficient manner of resolving disputes regarding claims of alleged discrimination.  The parties agree that neither party should be required to defend itself in multiple forums.  In the event that an employee or either party to this agreement files a complaint to the Alberta Human Rights Commission on the same or substantially the same facts and circumstances as those advanced under any grievance filed under this Article, the grievance may not be referred to arbitration.~~

**10.04 The Employer, the Union and Employees are committed to a safe a respectful workplace where workplace violence, bullying and harassment are not tolerated. For the purposes of this Agreement, bullying and harassment are defined as any improper conduct by an individual that is directed at and offensive to another person or persons in the workplace, and that the individual knew or ought reasonably to have known would cause offence or harm.**

**10.05 An Employee who has a complaint of discrimination or harassment has a responsibility to document the incident and advise the offender that their actions are unwanted and improper. If the Employee is uncomfortable or feels intimidated about confronting the offender, the Employee shall contact their immediate supervisor, the Department Head, Human Resources or Union Representative for assistance.**

**10.06 When an Employee submits a complaint of discrimination, harassment or bullying, the Employer shall conduct an investigation in accordance with policy and Employees are required to cooperate with the investigation. All complaints will be dealt with promptly and in a confidential manner. To the extent possible investigations will be concluded within ninety (90) days from the date of the complaint.**

**10.07 If the investigation determines that discrimination, harassment, or bullying has occurred, the Employer may impose disciplinary action, up to and including discharge.**

**10.08 The Employer will not tolerate any form of retaliation against an employee who, in good faith, makes a complaint of discrimination, harassment or bullying. If an Employee acts in bad faith in making a complaint of discrimination or harassment, disciplinary action, up to and including discharge, may be imposed by the Employer against such Employee.**

**ARTICLE ~~10~~ 11**

# **POSITION OPPORTUNITIES**

**AMD 11**.01 All vacant permanent and temporary positions of ~~six (6)~~ **three (3)** months or greater, in the Bargaining Unit, which are to be filled, shall be posted for a minimum of five (5) work days.

**AMD 11**.02 ~~Subject to 10.03,~~  **In order to establish a career service and to provide incentive and opportunity for self-development,** ~~where~~ **when** vacancies are filled, first consideration shall be given to Employees who are already members of the bargaining unit.

**AMD 11**.03 The Employer agrees that where the relevant skill, qualifications and experience of ~~the~~ ~~most suitable~~ **internal** applicants are **assessed to be** equal, the most senior of those applicants will be given preference. Seniority for the purposes of this Article is the definition contained in Article ~~44~~. **12.**

**11**.04 Eligibility lists are lists of qualified candidates from previous competitions. These lists will be provided by Human Resources to the Chairperson of the Local prior to being used in any subsequent competitions.

**11**.05 Where a break in service occurs as a result of the termination of a temporary position, the incumbent, subject to satisfactory performance and subject to Clause 3.01(b)(ii) of this Agreement, shall be given preference over external candidates for employment in that temporary position in the event the position is re-established within twelve (12) months.

**11**.06 If, within one (1) month after the appointment of a successful applicant to a position filled through competition:

(a) the Employee finds that the position is unsuitable, he will be allowed; or

(b) the Employer concludes that the Employee is unsuitable for the position, the Employee may be required;

to transfer back to his former position or to a position with a comparable salary range and category. An Employee transferred under this Clause shall be treated in all respects as if he had remained in his original position.

**11**.07 Permanent employees who are selected for a temporary position, upon completion of the assignment, will revert to their previous or equivalent permanent position. Such temporary opportunities shall not normally exceed twenty-four (24) consecutive months, except when related to Applied Research activities per the Letter of Understanding – AUPE Employees Engaged in Applied Research Activities.

**ARTICLE ~~44~~ 12 (Moved and renumbered as Article 12)**

##### SENIORITY

**12.01** (a) “Seniority” means the length of continuous service with the Employer, commencing from the most recent date of hire and within the bargaining unit. A seniority date shall be established for all salaried Employees including all periods of continuous employment as a permanent, temporary or casual employee.

(b) Seniority shall not apply during the probationary period, however once the probationary period has been completed, seniority shall be credited from the seniority date established.

(c) Seniority shall continue to accrue during all approved leaves of absence, and during layoff.

(d) Seniority shall not apply to casual employees, however when a casual employee becomes a permanent or temporary employee, the seniority date shall be established by converting the hours worked since the most recent date of hire to an equivalent seniority date.

**AMD 12**.02 Seniority shall be considered in determining:

(a) position abolishment, subject to the provisions of Article ~~21~~ **24** – Position Abolishment;

(b) layoffs and recalls, subject to the provisions of Article ~~22~~ **25** – Lay-Off and Recall;

(c) promotions, transfers and filling vacancies subject to the provisions of Article ~~10~~ **11** – Position Opportunities.

**(d) preference of vacation time as per Article** ~~28~~ **31 by work area(s), program(s) or department (s) whichever is applicable.**

**(e) assignment of available shift schedules by work area(s); program(s) or department(s) whichever is applicable.**

**12**.03 Seniority shall be considered broken, all rights forfeited and there shall be no obligation to rehire based on the provisions of Article ~~22.09~~ **25.09**.

**12**.04 Seniority lists shall be provided to the Union in accordance with Article 8.06 and when Position Abolishment or Lay-Offs and Recalls are conducted.

**12**.05 Should a difference arise regarding an Employee’s seniority, the Employer will provide the Employee with the information used to establish the seniority.

ARTICLE ~~11~~ 13

**PROBATIONARY PERIOD**

**AMD 13**.01 All Employees shall serve an initial probationary period **of six (6) months** starting on the last date of hire with the Employer. The probationary period is intended to provide an opportunity for the new Employee to evaluate the work situation and demonstrate the skill, knowledge and overall suitability required for the role. It also allows the Institute to assess the skills, knowledge, performance and overall suitability of the Employee for the role.

**13**.02 Exceptions may include:

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

(b) A temporary Employee whose position is made permanent with no change in job duties shall be credited with all continuous service in that position, for purposes of completing the required probationary period.

(c) On conversion from casual to temporary or permanent salaried status with no change in duties, an Employee’s accumulated time without a break greater than three (3) months casual service shall be credited towards completion of the probationary period.

(d) Where an Employee is transferred through competition, reclassified, or promoted before completing his probationary period, the Employer may require that he serve a full probationary period in his new position.

(e) The period of probation may be extended by agreement of the Employee’s Union Staff Representative and the Employer and for periods of approved leaves of absence exceeding twenty-eight (28) calendar days.

**DEL** ~~11.03~~ ~~The period of probation shall be twelve (12) months subject to (a) below.~~

~~(a)~~ ~~The probationary period for Employees in the following classes shall be six (6) months.~~

~~0041 F041 Administrative Support I~~

~~0042 F042 Administrative Support II~~

~~0043 F043 Administrative Support III~~

~~0501 F501 Stores Clerk~~

~~0503 F503 Stockkeeper I~~

~~0504 F504 Stockkeeper II~~

~~0603 Artist I~~

~~0801 Duplicating Equipment Operator I~~

~~0825 Bindery Equipment Operator I~~

~~0826 Bindery Equipment Operator II~~

~~1308 Technical Aide~~

~~1309 Technologist I~~

~~1310 Technologist II~~

~~2213 Electronics Technologist I~~

~~2612 Maintenance Service Worker I~~

~~2613 Maintenance Service Worker II~~

~~2614 Maintenance Service Worker III~~

~~2700 Tradesman I (includes all Trades)~~

~~2800 Tradesman II (includes all Trades)~~

~~3002 Residence Custodian~~

~~3003 Heavy Duty Caretaker~~

~~3013 Building Patrol Officer~~

~~3101 Groundsworker I~~

~~9172 Occupational Health Technician~~

~~9184 Nurse I~~

~~9185 Nurse II~~

~~9451 Service Worker~~

~~9452 Cook~~

~~9534 Laboratory Technician I~~

 ~~9535 Laboratory Technician II~~

**ARTICLE ~~12~~ 14**

**ATTENDANCE**

**AMD 14**.01 An Employee who is absent from duty without prior authorization shall communicate daily, the reason for his absence to the immediate supervisor or designate at his place of work as soon as reasonably possible, but normally within two (2) hours of normal starting time. Notification by email**, text,** or voicemail may be an acceptable way of communicating an absence. Each department shall communicate **to Employees** the~~ir~~ ~~required way~~ **preferred method** of notification ~~to Employees~~.

**14**.02 Should an Employee fail to comply with clause ~~12.01~~ **14.01**, their absence may be considered as unauthorized leave without pay unless he had legitimate reasons for the non-compliance.

**14**.0~~2~~**3** An Employee on authorized leave of absence and/or illness for an indeterminate period shall notify the immediate supervisor or designate at his place of work of his intention to return to work in the following manner:

(a) an Employee reporting for day work shall normally give notice during the preceding work day;

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

**14**.0~~3~~**4** An Employee who is on a leave of absence for a fixed period of twenty (20) work days or more, and who wishes to return to work prior to the expiration date of that leave of absence shall apply to the immediate supervisor or designate at his place of work at least five (5) work days prior to the desired date of his return.

**14**.04**5** An Employee is required to provide the Employer with ten (10) work days prior written notice of resignation if he wishes to resign in good standing.

**14**.0~~5~~**6** An Employee who absents himself from his employment and who has not informed the Employer shall after three (3) consecutive work days of such unauthorized absence be considered to have abandoned his position and will be deemed to have resigned, unless it is subsequently shown by the Employee that circumstances beyond his control prevented him from reporting to his place of work or prevented him from contacting his employer.

**14**.0~~6~~**7** Employees who have left NAIT after the expiry of this agreement and prior to a new agreement being ratified, must apply in writing to Human Resources providing appropriate contact information and a request for eligible retroactivity no later than sixty (60) days following ratification of any new collective agreement.

**ARTICLE ~~13~~ 15**

**HOURS OF WORK**

**15**.01 The normal hours of work for Employees covered by this Agreement shall be forty (40) hours per week (8 hours per day) or thirty-six and one-quarter (36 1/4) hours per week (7.25 hours per day) as specified in the biweekly salary schedule, or the equivalent of the above on a monthly, quarterly, or annual basis.

**15**.02 Normal hours of work will fall between 7:30 am and 5:30 pm, Monday to Friday, with Saturday and Sunday being the normal days of rest. Normally the two (2) days of rest will be consecutive and include at least one of either Saturday or Sunday. However, for operational reasons, the employer reserves the right to schedule shifts outside these times and days.

**15**.03 ~~(a)~~ Where a change is made in the Employee’s hours of work with less than 24 hours notice, or without mutual agreement between the Employee and Employer, the Employee shall be paid at one and one-half (1 ½ X) times his regular pay for that shift.

**DEL** ~~(b) For Food Services employees only, 13.03 (a) shall not apply and changes in hours of work and the allocation of additional hours (not regularly scheduled) may be offered on the basis of the following equal factors - employee skills, availability, category and seniority, and mutually agreed to by the employee and the supervisor.~~

**15**.04 Scheduling Changes

(a) Where a change is made in the Employee’s work schedule, a minimum of fourteen (14) calendar days notice shall be provided. Should this notice not be provided, the Employee shall be paid at one and one-half (1 ½ X) times for all hours worked on the first day of the changed schedule.

**DEL** ~~(b) For Food Services employees only, 13.04 (a) shall not apply and changes in the work schedule and the allocation of additional hours (not regularly scheduled) may be offered on the basis of the following equal factors – employee skills, availability, category and seniority, and mutually agreed to by the employee and the supervisor.~~

~~(c)~~**(b)** Where a disaster arises (for example: fire, flood), the Employer may make temporary changes as required without notice to the employee. Such changes will not remain in effect for more than 2 weeks. This provision will not be used repeatedly so as to circumvent the requirement for notice given above.

~~(d)~~**(c)** Employees in shift-based operations may request a shift change and a list of such individuals will be maintained. When requested shifts become available, they shall be offered to those Employees on the list considering operational factors including seniority. Employees who elect to change their shifts and have agreed to change shifts without normal notice, shall not be eligible for overtime pay for those hours worked.

**15**.05 ~~(a)~~ In shift-based operations, work schedules shall be posted at least fourteen (14) calendar days prior to the commencement of the first shift.

**DEL** ~~(b) For all Food Services Employees, 13.05 (a) shall not apply and the work schedule shall be posted on Thursdays no later than 12:00 pm (noon) for the following calendar week.~~

**15**.06 Employees covered by this Agreement shall normally receive two (2) fifteen (15) minute paid rest periods in each work period in excess of six (6) hours, one (1) period to be granted before the meal break and one (1) to be granted after. An Employee working a period of more than two (2) hours but not more than six (6) hours shall be granted one (1) rest period. Rest periods shall normally be taken at the work site and shall not normally be granted within one (1) hour of commencement or termination of work period.

**15**.07 A meal period of not less than one-half (1/2) hour and, not more than one and one-half (1 1/2) hours shall be granted to all Employees at approximately the mid-point of each work period that exceeds four (4) hours. Such meal period shall be without pay.

**15**.08 An Employee who is directed by his supervisor to remain due to a specific assignment at his station of employment during his meal period, shall be paid for such meal period at the applicable overtime rate or be granted time off in lieu to be taken at a mutually agreeable time.

**15**.09 An Employee shall not be required, without his agreement, to work a split shift.

**15**.10 Time spent traveling on authorized business (including Article 9) during an employee’s regularly scheduled shift (or on pre-authorized overtime) shall be considered hours worked and will be paid at the applicable rate of pay.

# **ARTICLE ~~14~~ 16**

#### MODIFIED OR COMPRESSED HOURS OF WORK

**16**.01 The Parties agree that the Employer may implement, or an Employee may propose a compressed or modified hours of work system under conditions as provided in this Agreement.

~~14.01~~ (a) Modified hours of work would be a change to start or end times resulting in an increase to the normal daily hours of work and normal weekly hours of work (example: a 10 or 12 hour shift rotation or a change to your start or end times and days of rest to become more flexible to meet operational requirements).

~~14.01~~ (b) Compressed hours of work would be an increase in daily hours of work with a corresponding reduction in the normal work rotation to facilitate a day off in the pay period or rotation (example: in a bi-weekly pay period, working 9 out of 10 work days at extended hours to earn the tenth day off with pay).

**16.02** Where shifts and/or hours of work, as described above, are proposed, the following terms will apply:

(a) the proposed terms must not result in a gain or loss in benefits or rights under this Agreement, and

(b) the proposal will not negate any terms in the Agreement; and any modifications must be specified in writing, including the positions or individuals to whom it will apply.

(c) a proposal may only be implemented where the Union and the Employer’s Human Resources Department have agreed, in writing, to how relevant terms and conditions of this Collective Agreement will or will not apply to affected Employees. The majority of the employees affected must approve the proposal.

(d) once a proposal has been implemented, the terms may only be changed by mutual agreement of the parties.

(e) once the proposal has been agreed to, a signed copy will be provided to each affected employee and each new hired employee.

**16.03** If the Employer and a majority of the Employees employed in a work unit propose to adopt a compressed or modified work week system, all Employees employed in that unit may be required to participate in that compressed or modified work week system and Clause ~~14.06~~ **16.06** shall not apply.

**16.04** The Employer has the sole right to determine the number of Employees who are required to be at work. Upon entering into a compressed or modified work week system, however, the Employees are entitled to have the first opportunity to plan their work schedule whereby they may arrange their starting times, lunch periods, and finishing times on a daily basis, in keeping with the Employer’s operational requirements. Employees shall have the opportunity to make up lost time during the flex period due to late arrival, subject to the approval of the Employer.

**16.05** In the event the compressed or modified work week system does not result in the provision of a satisfactory service to the public, or is deemed by the Employer to be impractical for other reasons, the Employer may require a return to regular times of work, in which case Employees shall be provided with an advance notice of one (1) month.

**16.06** Subject to ~~14~~.**16.**03, an Employee who is working according to a modified work system may opt for regular times of work by providing the Employer with an advance notice of one (1) month.

**AMD 16.07** Where applicable, these provisions outlined in Clause ~~14.02(c)~~ **16.02** **Sub Clause (c)** above shall have full force and effect in lieu of other Articles of this Collective Agreement.

ARTICLE ~~15~~ 17

**OVERTIME**

**AMD 17**.01 An Employee may be required to work hours beyond regularly scheduled hours to overcome unexpected workloads and to meet extraordinary situations. Such overtime shall be pre-authorized, documented by the Employer, and **written confirmation** provided to the Employee **prior to the work being done**. The workload and situations must be discussed **by both parties** in order for authorization to be given.

**17**.02 An Employee may occasionally be required to work extra time, up to fifteen (15) minutes, immediately following closing time, or to brief an oncoming shift, without payment. This extra time will not be scheduled. However, if the unscheduled extra time exceeds fifteen (15) minutes, a minimum of one-half (1/2) hour overtime compensation will be paid, with compensation thereafter in accordance with Clause ~~15.07~~ **17.07.**

**17**.03 An Employee, who has been authorized to work overtime, shall be compensated as follows:

(a) For overtime hours worked on a regularly scheduled work day, at time and one-half (1 1/2x) his regular hourly salary for the first two (2) hours worked in excess of his regular daily hours and at double (2x) his regular hourly salary for hours worked in excess of two (2) hours.

**AMD** (b) For overtime hours worked on day(s) of rest **at double (2X) his regular hourly salary for all hours worked**

1. ~~at time and one-half (1 1/2x) his regular hourly salary for all hours worked up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter, on a compressed work week day off or on his regularly scheduled first day of rest; and~~

~~(ii) at double (2x) his regular hourly salary for all hours worked on subsequently scheduled day(s) of rest in that rest period.~~

(c) For purposes of this Clause, authorized travel on Employer business shall be considered working hours and when authorized outside of normal working hours, or on a regularly scheduled day of rest, the overtime rates of this Clause shall apply except that an Employee shall not be compensated for travel spent proceeding to and from usual place of work and residence.

(d) For the purpose of applying this article to casual employees, “day of rest” shall mean the sixth (6th) or seventh (7th) day on which work is assigned within one week.

**AMD 17**.04 Compensatory time off with pay in lieu of a cash settlement may be claimed by the Employee **at the applicable overtime rate**. Time off accumulated as a result of overtime worked shall be taken at a mutually agreeable time within ~~the next~~ **a period of** twelve (12) months **following the date the overtime was earned** or paid out in cash at the expiration of the twelve (12) months.

**17**.05 An Employee who requests for personal reasons, and who as a result of such a request, is authorized to work daily or weekly hours in excess of his normal requirements, shall be compensated for the extra hours worked at straight time rates. It is not the intent of this Clause to deny overtime rights to an Employee.

**17**.06 (a) An Employee who is required by the Employer to attend a training course or seminar on his normal day of work shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.

(b) An Employee who is required by the Employer to attend a training course or seminar on a regularly scheduled day of rest, shall be granted a day off in lieu at some other time, or if impractical to grant time off, he shall be paid at straight time rates for the hours spent on training to a maximum of his normal daily hours of work for that period.

**AMD** (c) An Employee who is required by the Employer to attend a training course or seminar which necessitates travel outside of the urban area in which he is employed shall be compensated at ~~straight time~~ **the applicable overtime** rates for the actual hours spent in travel provided such travel time is in excess of his normal daily or weekly hours of work.

**17**.07 Overtime payment or compensatory time off shall be calculated to the nearest quarter (1/4) hour.

**17**.08 Part-time salaried Employees working less than the normal hours of work stated in Clause ~~13.01~~ **15.01** who are required to work longer than their usual daily or weekly hours shall be paid at the rate of straight time plus five point two per cent (5.2%) for the hours so worked until they exceed the normal daily or weekly hours for full time Employees in the same Class, after which the overtime provisions of Clause ~~15.07~~ **17.07** shall apply.

**17**.09 An Employee who works three (3) hours or more of overtime immediately following the completion of his normal hours of work shall be entitled to an unpaid meal break. The Employee shall be reimbursed for the cost of the meal, on production of receipt in accordance with the NAIT Travel and Subsistence Guidelines.

**17**.10 Where Employees are working flexible hours, or a modified work week, the terms and conditions as provided in Article ~~14~~ **16** of this Agreement shall apply.

# **ARTICLE ~~16~~ 18**

##### ADDITIONAL EARNINGS/PAY

**AMD 18**.01 **Shift Differential/Weekend Premium**

Where, because of operational requirements, an Employee is scheduled to work shifts (afternoons or nights), that Employee shall receive ~~one dollar and ten cents ($1.10)~~ **two dollars and twenty-five cents ($2.25)** per hour for working a shift where the majority of the hours in such shift fall between 4:00 p.m. and 8:00 a.m.

~~(a) Effective July 1, 2014, this amount shall increase to one dollar and thirty-five cents ($1.35) per hour.~~

~~(b) Effective July 1, 2015, this amount shall increase to one dollar and sixty cents ($1.60) per hour.~~

~~(c) Effective July 1, 2016, this amount shall increase to one dollar and eighty-five cents ($1.85) per hour.~~

**18**.02 For the purposes of this Article, a shift refers to the daily equivalent of the normal hours of work as set out in Article ~~13~~ **15**. A casual or part-time Employee who works less than the daily equivalent of the normal hours of work shall be paid shift differential if he works a minimum of four (4) hours within the period of 4:00 pm and 8:00 am.

**AMD 18**.03 An Employee who works Saturdays or Sundays as part of his regularly scheduled work week, shall receive a weekend premium of ~~seventy-five cents ($0.75)~~ **one dollar and seventy-five cents ($1.75)** per hour for each hour worked from midnight Friday to midnight Sunday. The weekend premium shall not be paid to an Employee who is not regularly scheduled to work weekends and receives overtime compensation for working Saturday or Sunday as a day of rest.

~~(a) Effective July 1, 2014, this amount shall increase to one dollar ($1.00) per hour.~~

~~(b) Effective July 1, 2015, this amount shall increase to one dollar and twenty-five cents ($1.25) per hour.~~

~~(c) Effective July 1, 2016, this amount shall increase to one dollar and fifty cents ($1.50) per hour.~~

**18**.04 Where applicable, an Employee shall receive both shift differential and weekend premium. At no time shall shift differential or weekend premium be included with the Employee’s regular rate of pay for purposes of computing overtime payments, other premium payments, or any Employee benefits, other than pension, nor shall shift differential or weekend premium be paid with respect to any hours paid at overtime rates.

**AMD 18**.05 **Call Back**

~~Subject to Clause 16.07,~~ **W**hen an Employee is called back to work by his supervisor for a period in excess of two (2) hours, including time spent traveling directly to and from work, he shall be paid at the applicable overtime rate for hours worked pursuant to Article ~~15~~ **17**and in no instance shall more than one provision apply. For such call back on a paid holiday, the rate of pay shall be **double** time **and one-half (2 1/2X)** ~~and one half (1 1/2x)~~ for all hours worked ~~up to the equivalent of full normal daily hours and double (2x) time for additional hours worked thereafter.~~

**18**.06 ~~Subject to Clause 16.07,~~ **A**n Employee who is called back to work one or more times within a two (2) hour period, and for whom the time worked and the time spent traveling directly to and from work totals two (2) hours or less, shall be paid at straight time for a minimum of ~~three (3)~~ **four (4)** hours.

~~16.07 There shall be no minimum guaranteed compensation nor compensation for time spent traveling if the call back is contiguous with a normal working period~~.

**18.07** **Reporting Pay**

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

**18.08** **Standby Pay**

When an Employee is designated to be immediately available to return to work during a period in which he is not on regular duty, he shall be paid the amount of one-half (1/2) hour's pay at his regular rate for each four (4) hours on standby or major portion thereof on a day that is not a paid holiday. For standby on a paid holiday, the payment shall be one (1) hour's pay at the regular rate for each four (4) hours on standby or major portion thereof.

**18.09** When an Employee, while on standby, is unable to report to work he shall notify the Employer of his unavailability to fulfill his obligations. No standby pay shall be granted for any periods of standby in which the employee is unavailable.

**18.10** When an Employee is called back to work during a period in which he was on standby, he shall be compensated pursuant to Clause ~~16.09~~ **18.09** for the hours he was on standby and paid pursuant to Articles ~~16.05~~ **18.05**, ~~16.06~~ **18.06** and ~~16.07~~ **18.07** for the hours worked on call back.

**18.11** An Employee shall not normally be required to standby on two (2) consecutive weekends or two (2) consecutive Paid Holidays, where other qualified staff is available.

**AMD 18.12** **Telephone Consultation**

When an employee, who has been assigned to ~~an on-call duty~~ **be on standby** or is off-duty, is consulted by telephone and is authorized to handle client-related matters without returning to the work place, the following will apply:

~~(a) An employee who has not completed seven and one-quarter (7 ¼) hours of work in the day or thirty-six and one-quarter (36 ¼) hours of work during the week shall be paid at his basic rate of pay for the total accumulated time spent on telephone consultation(s), and corresponding required documentation. If the total accumulated time spent on telephone consultation(s), and corresponding required documentation is less than thirty (30) minutes, the employee shall be compensated at his basic rate of pay for thirty (30) minutes.~~

~~(b)~~ **(a)** An employee who has completed seven and one-quarter (7 ¼) hours of work in the day or thirty-six and one-quarter (36 ¼) hours of work during the week shall be paid at the applicable overtime rate for the ~~total accumulated~~ time spent on **each** telephone consultation~~(s)~~ and corresponding required documentation. If the ~~total accumulated~~ time spent on **a** telephone consultation~~(s)~~ and corresponding required documentation is less than thirty (30) minutes, the employee shall be compensated at the applicable overtime rate for thirty (30) minutes.

##### ARTICLE ~~17~~ 19

##### ACTING INCUMBENT

**19.**01 To receive acting incumbency pay, an Employee shall be designated by the responsible manager to perform the principal duties of the higher level position for a minimum period of three (3) consecutive work days, during which time he may also be required to perform some of the duties of his regular position. On completion of the minimum three (3) day qualifying period in an acting incumbency position, an Employee shall be eligible for acting incumbency pay for the total period of acting incumbency, including the three (3) day qualifying period. Acting provisions shall not apply where an Employee is designated only limited additional duties.

**19**.02 Where an Employee is designated to be an acting incumbent in a position, his salary may be determined in accordance with the following provisions:

(a) if he is designated to act in a position in a classification with an assigned grade the maximum of which is less than one (1) increment higher than the maximum of his current grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;

(b) if he is designated to act in a position in a classification with an assigned grade the maximum of which is at least one (1) increment higher than the maximum of his current pay grade assignment, his acting salary shall be the lowest period in the new grade that exceeds his current salary except if the increase is less than one (1) increment, in which case his salary shall be adjusted to the period next higher than the lowest period that exceeds his current salary provided the maximum salary assigned the classification is not exceeded;

(c) if he is designated to be an acting incumbent from a classification with no pay grade assignment to a classification with a pay grade assignment, his salary is that period in the new grade which is higher than his current salary, except if this increase is less than four percent (4%) in which case his salary is the next higher period.

**19**.03 It is understood that normally only one acting incumbent may be designated as a result of any one (1) Employee's absence.

**19**.04 When an Employee who has been the acting incumbent of another position returns to his regular position, his salary and merit increment date shall be readjusted to that which would have been in effect if he had continuously occupied that position.

**19**.05 The designation of acting incumbency shall normally not exceed a period of six (6) months.

**19**.06 Where an Employee covered by the NAIT/AUPE Collective Agreement is required on a temporary basis, to act in the capacity of an Academic, Management, or Excluded position, he shall continue to be governed by the NAIT/AUPE Collective Agreement, with no loss in pay, benefits or compensation. His salary shall be governed by the applicable salary schedule for Academic, Management, or Excluded positions.

# **ARTICLE 1~~8~~ 20**

# **HUMAN RESOURCES FILE**

**AMD 20**.01 If an Employee has been subjected to disciplinary action, after ~~twenty-four (24)~~ **eighteen (18)** months of continuous service from the date that the disciplinary action was invoked, the Employee’s Human Resource file shall be considered to be purged of any record of the disciplinary action providing:

(a) the Employee's file does not contain any further related record of disciplinary action during that ~~twenty-four (24)~~ **eighteen (18)** month period; and

(b) the disciplinary action is not the subject of, or related to, an unresolved grievance.

**20**.02 The Employee shall be provided with a copy of all documents that pertain to disciplinary action or performance of the Employee at the time they are placed on his Human Resource file.

**20**.03 No documents shall be introduced from the Employee’s Human Resource file as evidence in any grievance proceeding unless the Employee has received a copy in accordance with Clause 19.03 of this Agreement.

**20**.04 Access to an Employee's Human Resource File shall be provided to the Employee or his authorized representative, upon request once in every year and in the event of a grievance or complaint. He may request a representative of the Union to be present at the time of such examination.

**20**.05 The Human Resource file referred to in this Article is the personal file of an Employee maintained by the Employer. Except as provided hereinafter this file shall contain copies of all documentation pertaining to the Employee. The parties mutually agree that no information pertaining to the interview records, reference checks, or confidential information related to a diagnosis or prognosis concerning either Employee eligibility for Long Term Disability Insurance, WCB information or an assessment of an Employee pursuant to the Employee Assistance Program shall be contained in this file.

**20**.06 When an Employee has grieved a disciplinary action and a Designated Officer has either allowed the grievance or reduced the penalty levied against the grievor, the Employee’s Human Resource file shall be amended to reflect this action provided that this action results in the abandonment of the grievance. Where the grievor appeals the disciplinary action to Arbitration, the award of that tribunal shall be final and binding upon the Employer and the Employee, and the Employee’s Human Resource file shall be amended to reflect that award.

##### ARTICLE ~~19~~ 21

**DISCIPLINARY ACTION**

**21**.01 An Employee may be disciplined or dismissed on the basis of just cause by the President or his authorized designate.

**21**.02 The Employer follows a progressive process of discipline. Discipline shall be administered in a timely manner. Therefore managers and supervisors should first meet with an employee to communicate concerns about an employee’s performance or conduct. The process will be followed in sequential order, except when the particular circumstances of a case justify moving immediately to a more serious action.

**AMD 21**.03 When disciplinary action is taken against an Employee, that Employee and the Union **Steward and/or Union Representative** shall be informed in writing as to the reason(s) for such action at the disciplinary meeting. The Employee and the Union **Steward and/or Union Representative** shall be provided with a copy of all written reprimands or written notices of other disciplinary action or correspondence pertaining to the conduct or performance of the Employee.

**21**.04 The Employer or designated agent(s) shall disclose all information or documentation concerning the dispute, the investigation or discipline at the earliest possible opportunity.

**AMD 21**.05 An Employee who is to be interviewed on any disciplinary measure or alleged misconduct shall receive notice of the time and place of the interview. The Employee shall be informed in this notice of the right to be accompanied by a Union **R**epresentative and/or Union Steward **of their choosing**. Normally an employee shall receive at least twenty-four (24) hours notice of such meetings.

##### ARTICLE ~~20~~ 22

**GRIEVANCE PROCEDURE**

**22**.01 In this Article:

(a) "Days" means calendar days;

(b) "Demotion" means a transfer to a position with a lower maximum salary;

(c) a grievance is a complaint regarding:

(i) alleged unjust treatment;

(ii) alleged unfair working conditions;

(iii) discipline of a casual or probationary Employee;

(iv) alleged discrimination as defined by Article ~~45~~ **10**;

(v) any other disciplinary action involving financial penalty, other than one described in (c) (iii) above;

(vi) the application, interpretation or any alleged violation of this Agreement, or

(vii) any other matter involving financial penalty other than one described in (c) (iii) above.

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

**22**.02 ~~(a)~~ When a grievance arises, it shall be dealt with in the manner outlined in the following sections, except that a grievance may not be presented on a matter when an appeal procedure is already provided for, including but not limited to, the position classification procedure.

**22**.03 The Employer shall advise all Employees of the Institute’s Designated Officers on the NAIT Human Resources website.

**AMD 22**.04  **Informal Discussion**

(a) An Employee should first discuss the subject of the alleged grievance with his immediate Supervisor in an attempt to resolve the matter. A Union Steward, **or Union Representative** at the request of the Employee, may accompany and assist the Employee at this stage. Time off, without loss of regular earnings, will be provided to a complainant or grievor for the purpose of meeting with his Steward, immediate Supervisor or a Designated Officer in an attempt to resolve a complaint or grievance in accordance with the foregoing or Clause ~~20.05~~ **22.05**.

(b) The parties shall disclose any and all information/documentation concerning the dispute at the earliest possible opportunity.

**AMD 22**.05 **Formal Discussions**

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

**AMD 22**.06 **Level 1**

(a) **When** an Employee ~~who~~ wishes to pursue a grievance**, the Union** must submit it in writing within fourteen (14) days of the date upon which the subject of the grievance occurred, or of the time when the Employee first became aware of the subject of the grievance. The grievance must be submitted through one of the following:

(i) the Designated Officer at Level 1 through the immediate supervisor; or

(ii) the Designated Officer directly at Level 1; or

(iii) the Designated Officer at Level 1 by registered mail when (i) or (ii) above are not practical.

(b) The immediate supervisor shall:

(i) forward the grievance to the Designated Officer authorized to reply at Level 1; or

(ii) reply to the grievance directly if he is the Designated Officer.

**AMD** (c) The Designated Officer at Level 1 shall meet with the grievor and the Union **Steward or Union Representative** and shall submit a written reply to the Employee within fourteen (14) days of the receipt of the grievance.

**AMD 22**.07 **Level 2**

(a) When an Employee is not satisfied with the answer or settlement received from the Designated Officer at Level 1 and wishes to pursue the grievance, the ~~Employee~~ **Union** must~~, if he has the written approval of the Union,~~ submit the grievance to the Designated Officer at Level 2 directly or, where practical, through the immediate supervisor.

(b) A submission at Level 2 must be made within fourteen (14) days of the receipt of the reply of the Designated Officer at Level 1.

(c) The Designated Officer at Level 2 shall meet with the grievor and the Union **Steward or Union Representative** and shall submit a written reply to the Employee within fourteen (14) days of the receipt of the grievance at Level 2.

(d) For the purpose of this procedure, the decision given by the Designated Officer at this level shall be final and binding upon the Employee if the grievance is a “class of grievance” described in ~~20.01(c)(i), (ii), or (iii)~~ **22.01(c)(i), (ii), or (iii).**

**AMD 22**.08 **Level 3**

(a) If the grievance is a "class of grievance" described in ~~20.01~~ **22.01**(c)(iv), (v), (vi) or (vii), and if an Employee is not satisfied with the answer or settlement he received from the Designated Officer at Level 2, and he wishes to pursue his grievance ~~he~~ **the Union** must submit ~~his~~ **the** grievance for arbitration to a three (3) person Arbitration Board, ~~provided he has the written approval of the Union.~~ The Union shall notify the President of NAIT in writing of a submission of an alleged grievance to an Arbitration Board for arbitration. Such notification shall include a copy of the alleged grievance and contain the name of the Union's appointee to the Arbitration Board.

(b) A submission to pursue the grievance at Level 3, together with the written approval of the President of the Union, must be made within fourteen (14) days of the receipt of the reply at Level 2. Such submission shall be by registered mail or receipted courier service.

(c) The President, or his authorized designate, shall, within fourteen (14) days of the receipt of the notification in Clause ~~20.08(a)~~ **22.08** (a), inform the Union of his appointee to the Arbitration Board.

(d) The President's appointee and the Union's appointee shall, within fourteen (14) days of the appointment of the second of them, appoint a mutually acceptable third person who shall be the Chairman of the Arbitration Board.

(e) If the two appointees fail to agree upon a Chairman within the required time limit the appointment shall be made by the Chairman of the Labour Relations Board upon application by either party upon five (5) work days notice to the other.

(f) The President's appointee to the Arbitration Board shall not be an Employee of the Institute who is included in a Bargaining Unit.

(g) The President of the Union's appointee to the Arbitration Board shall not be an Employee of the Institute who is included in a Bargaining Unit.

(h) The Employer and the Union shall each bear the total costs of its appointee to the Arbitration Board. Such costs shall include but not be limited to all expenses. The Parties to this Agreement shall bear in equal proportion the expenses and allowance of the Chairman of the Arbitration Board.

(i) The President shall grant the aggrieved leave of absence for the purpose of attending the hearing provided that the leave of absence shall be only for the purpose of attending the hearing and shall have stipulated time limits.

(j) The leave of absence stipulated in Clause ~~20.08~~  **22.08** (i) shall be with pay, except where dismissal of an Employee is upheld by the Arbitration Board no reimbursement for pay shall be allowed.

(k) The expenses of witnesses called by the Chairman of the Arbitration Board on his own initiative shall be shared on an equal basis by the Employer and the Union.

(l) The Arbitration Board shall neither add to, detract from, nor modify the language of any Article of this Collective Agreement.

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

(n) Where disciplinary action against an Employee is involved the Arbitration Board may vary the penalty as the Arbitration Board considers fair and reasonable.

(o) Upon being appointed, the Chairman of the Arbitration Board shall convene an Arbitration Board as soon as possible and advise the Parties of the hearing date. At the Arbitration Board hearing, the Employer may be represented by the President or his designate(s), the grievor may be represented by the President of the Union or his designate(s) or such other person(s) as are acceptable to the aggrieved.

(p) The decision of the majority of the members of the Arbitration Board is the award of the Arbitration Board, but, if there is no majority, a decision of the Chairman of the Arbitration Board governs and his decision is the award of the Arbitration Board.

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

(i) the President;

(ii) the President of the Union; and

(iii) the aggrieved.

(r) Where the Arbitration Board is unable to comply with the time limit in (q) above, the Chairman of the Arbitration Board shall notify all Parties concerned in writing.

(s) The decision of the Arbitration Board shall be final and binding on all Parties.

**AMD 22**.09 **Time Limits and Procedures**

(a) When the ~~aggrieved~~ **Union** fails to process a grievance within the time limits and procedures specified in Clauses ~~20.06~~ **22.06**, ~~20.07~~ **22.07**, ~~20.08~~ **22.08,** and ~~20.11~~ **22.11** the Employee shall be deemed to have abandoned the grievance.

(b) When the party receiving a grievance fails to process the grievance within the time limits specified in Clauses ~~20.06~~ **22.06**, ~~20.07~~ **22.07**, ~~20.08~~ **22.08**, or ~~20.11~~ **22.11**, the aggrieved shall automatically be eligible to advance the grievance to the next higher level, except that to advance to the 3rd level a grievance must be a grievance as defined pursuant to Clause ~~20.01~~ **22.01** (c) (iv), (v), (vi) or (vii).

(c) All correspondence between the respondents to the grievance or their representative and the Employee and his representatives shall be delivered by hand, registered mail, or receipted courier service.

(d) When a grievance is processed by registered mail or receipted courier service, the grievance shall be deemed to have been submitted on the day on which it was registered or receipted and the Designated Officer shall be deemed to have submitted a reply on the date on which the letter containing the reply was registered or receipted. The time limit within which the aggrieved may submit the grievance to the next higher level shall be calculated from the date on which the Designated Officer's reply was delivered to the address shown on the grievance form.

(e) When a grievance or reply is delivered by hand it will be dated the date it was delivered.

(f) The time limits between levels or the time limits to initially file a grievance may be extended by mutual agreement of the Union and the Employer’s Human Resources Office, and such agreement shall be in writing. A request for an extension of time limits will not be unreasonably denied.

**22**.10 **Replies by Designated Officers**

 The reply from the Designated Officer at each level of the grievance procedure shall contain the reason(s) for acceptance or denial of the grievance and shall be sent by registered mail, receipted courier service or delivered by hand to the grievor, with a copy to the Union.

**22**.11 **Variance from Normal Grievance Procedure**

(a) A grievance may be advanced beyond Level 1 to Level 2 by mutual agreement of the Employer’s Human Resources Office and the Union but such agreement shall be in writing.

(b) In a case of a difference arising from demotion, suspension or dismissal, the grievance shall initially be presented at Level 2 except where the President or his authorized designate notifies the Employee involved in the difference that he may present his grievance at Level 3.

**AMD** (c) When it is decided that a grievance will be heard initially at Level 2 or 3 pursuant to Clause 20.11 (b), a submission to Level 2 or Level 3 if appropriate, must be made by the ~~Employee~~ **Union** within fourteen (14) days of receipt of the written communication notifying ~~him~~ **the Employee** of the demotion, suspension, or dismissal.

**AMD** (d) When a grievance, other than a case of a difference arising from the dismissal or termination of a probationary Employee as described in Clause 20.01 (c) (iii), is heard initially at Level 2 pursuant to Clause 20.11 (b) and the Employee is not satisfied with the answer or settlement the ~~Employee~~ **Union** may submit ~~his~~ **the Employee’s** grievance to Level 3, but such submission must be made within fourteen (14) days of receipt of the written decision of the Designated Officer at Level 2.

**22**.12 **Meetings During Grievance Procedure**

(a) A Union Steward shall not leave his place of work to discuss a grievance with representatives of the Employer or an Employee during working hours without first obtaining permission from his immediate supervisor to do so.

(b) An Employee who wishes to discuss his grievance with representatives of the Employer at any level of the grievance procedure shall obtain the permission of his immediate supervisor before leaving his place of work for this purpose and shall report back to his immediate supervisor before resuming his normal duties.

(c) An authorized Union **R**epresentative shall not enter a place of work to discuss a grievance with an Employee or Employees without first obtaining permission from the Employer’s Human Resources Office to do so.

**22**.13 **Group Grievances**

A group grievance may be initiated by more than one (1) Employee provided that all Employees are grieving the identical issue and all Employees who are grieving have signed the initial grievance form. Grievances initiated by more than one Employee and meeting the above criteria shall be dealt with in accordance with Clauses ~~20.01~~ **22.01** to ~~20.12~~ **22.12** inclusive. The decision of an individual to abandon a group grievance shall not prejudice the rights of the remaining members of the group to advance the grievance by signing and submitting any subsequent conveyance forms.

**22**.14 **Policy Grievances**

(a) Either the Institute or Union may file a policy grievance concerning the interpretation, application, operation or alleged violation of the Collective Agreement on a matter arising directly between the Institute and the Union. A policy grievance commences at Step 2 of the grievance procedure (or the Union President, should the grievance be filed by the Employer). The grievance must be filed, in writing, within fourteen (14) days of the aggrieved Party first becoming aware of, or reasonably should have become aware of, the event leading to the grievance.

(b) A grievance shall describe all the details of the matter being grieved, including the specific Article or Clause(s) of the Agreement allegedly violated and the corrective action requested.

(c) When a grievance is received by the President or the President of the Union, as the case may be, a written response signed by the President or the President of the Union, as the case may be, shall be provided within fourteen (14) days of receipt of the grievance. Such response shall be sent by registered mail or receipted courier service.

(d) If the response under Clause ~~20.14~~ **22.14** (c) does not resolve the grievance, the President or the President of the Union, as the case may be, may, within fourteen (14) days of receipt of the written response, present the grievance to the Arbitration Board who shall hear the matter in accordance with ~~20.08~~ **22.08** (a) and ~~20.08~~ **22.08** (c) to ~~20.08~~ **22.08** (s) inclusive. Such submission shall be sent by registered mail or receipted courier service.

(e) The time limits between levels or the time limits to initially file a grievance may be extended by mutual agreement of the President and the President of the Union, and such agreement shall be in writing.

(f) When the aggrieved fails to process a grievance within the time limits and procedures specified in ~~20.14~~ **22.14** (a) or ~~20.14~~ **22.14** (d), the aggrieved shall be deemed to have abandoned the grievance.

(g) When the party receiving a grievance fails to process the grievance within the time limits specified in Clause ~~20.14~~ **22.14** (c), the grievance may be submitted to the Arbitration Board in accordance with Clause ~~20.14~~ **22.14** (d).

**\*NEW\***

##### ARTICLE 23

**CONTRACTING OUT AND CONTRACTING IN**

**23.01 Contracting Out**

**In order to provide job security for current members of the bargaining unit, the Employer agrees it is not the intention to enter into any contracting out (subcontracting, transfers of work, privatization) in whole or in part of work that directly result in the loss of any bargaining unit Employee's employment during the term of the Collective Agreement. However, if it becomes necessary to contract out, the following principles will apply:**

1. **the Union will be provided with as much notice as possible and with a minimum of ninety (90) calendar days notice. The Union will be provided an opportunity to discuss any planned intent to contract out;**
2. **in reviewing contracting out, where it may be feasible that the work can be performed by bargaining unit Employees, the parties agree to work together towards accomplishing this goal;**
3. **the Union is prepared to examine ways to deal with barriers that cause the Employer to contract out work due to a lack of flexibility. The parties will work together to keep this work within the bargaining unit;**
4. **the parties agree to examine training opportunities to avoid contracting out situations.**

**23.02 Contracting In**

**The Employer agrees that all work and services currently contracted out or otherwise performed by persons other than bargaining unit Employees will be subject to an ongoing joint review to determine which work and services can be performed by the bargaining unit. The Employer will disclose to the Union all information on currently contracted out work and services.**

**23.03 The Parties will establish a joint committee to meet within ninety (90) days of ratification of the collective agreement to evaluate work and services currently being performed by contractors, which could result in increased efficiency and decreased cost to the Employer. The Parties will evaluate the potential for bargaining unit Employees to perform the work of these contracts and set targets for the amount of work that could be contracted in.**

##### ARTICLE ~~21~~ 24

**POSITION ABOLISHMENT**

**24**.01 Position Abolishment occurs when the Employer eliminates a position, occupied by a salaried employee, that it does not intend to reestablish in the foreseeable future.

**24**.02 For purposes of this article, the following definitions shall apply:

(a) "similar Employees" - two or more Employees having a common status performing the same or similar functions within a classification, and in the same work unit. Following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.

(b) "permanent Employee" - an Employee in the permanent service who has successfully completed his probationary period;

(c) "work unit" - all of the employees in any part of NAIT that are under the control of one, but not more than one, Level I Designated Officer as defined in Article ~~20~~ **22**at the date of ratification.

**24**.03 **Consultation Prior to Involuntary Position Abolishment**

The Institute shall consult with the Union as soon as reasonably possible and, at a minimum, at least fourteen (14) days in advance when position abolishment is anticipated in an effort to explore alternatives to minimize the impact of the decision. The consultation will include the anticipated scope, impact, timing, and transitional arrangements relating to position reductions. The Union will respect the confidentiality of any information provided by the Employer, until the Employer has notified the affected Employee(s).

**24**.04 **Sequential Process to Achieve Necessary Reductions**

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

(a) Step I – release of casual, temporary, and/or probationary Employees

(b) Step II – voluntary separation of permanent Employees

(c) Step III – involuntary separation of permanent Employees

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

**24**.05 **Step I – Release of Casual, Temporary and/or Probationary Employees**

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

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

**24**.06 **Step II – Voluntary Separation of a Permanent Employee**

If the necessary reductions in staffing are not achieved following the implementation of Step I, the Employer will implement a voluntary separation program for all eligible affected permanent Employees in the bargaining unit.

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

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

(a) subject to operational requirements, if there are more Employees wishing to take severance than there are positions to be eliminated, severance shall be granted in order of seniority.

(b) immediately following the granting of an Employee’s request for voluntary separation, the Employer will provide the Union written notice of the decision.

**AMD** (c) the length of the notice period shall not exceed ~~eleven (11)~~ **twelve (12)** weeks.

(d) at any time during the notice period, the Board may direct an Employee not to report for work.

(e) an Employee who voluntarily enters into an agreement with the Institute will be deemed to have resigned and is eligible for the notice and severance provisions of Article ~~21.12~~ **24.12**.

(f) at the end of the notice period, the Employee will receive severance pay in accordance with the provisions of Article ~~21.12~~ **24.12**.

**24**.07 **Involuntary Separation of a Permanent Employee**

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

**AMD** When the position of a permanent Employee is to be abolished, the Employer shall provide the Employee written notice of ~~eleven (11)~~ **twelve (12)** weeks in advance of the date of position abolishment.

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

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

**AMD** (a) offer affected Employees any vacant permanent positions at the same classification and pay level within the bargaining unit. Such Employees who accept the offer shall have no further rights with respect to Article ~~21~~ **24** as it relates to his former position, or;

**AMD** (b) offer affected Employees any vacant permanent positions at a lower classification and pay level at the rate of pay established for the lower level position within the bargaining unit. Such Employees who accept the offer shall have no further rights with respect to Article ~~21~~ **24 as** it relates to his former position, and the salary of such an Employee shall be maintained over range for the duration of the remaining, eligible notice and severance period. At the end of this period the salary will be set at the rate of pay established for the lower level position, or;

**AMD** (c) offer affected Employees any vacant temporary positions at the same classification and pay level within the bargaining unit. Such Employees who accept the offer shall be eligible for the severance provisions of Article ~~21.12~~ **24.12** at the expiration of the temporary position, or;

**AMD** (d) offer affected Employees any vacant temporary positions at a lower classification and pay level at the rate of pay established for the lower level position within the bargaining unit. Such Employees who accept the offer shall be eligible for the severance provisions of Article ~~21.12~~ **24.12** at the expiration of the position.

**AMD 24**.08 An Employee eligible to be placed in accordance with Article ~~21.07~~ **24.07** shall first participate in a consultation meeting between the affected Employee, the Employer, and the Union, at which time the Employer will advise the Employee of his retention options. Following the meeting, the Employee shall have seventy-two (72) hours to advise the Employer of his decision to accept or reject the offer.

**AMD** Qualified Employees who decline offers of employment under Article ~~21.07(a)~~ **24.07 Sub-Clause (a)** are deemed to have resigned, shall forfeit all rights under Article ~~21~~ **24** including severance pay and shall be released at the end of the notice period. Qualified Employees who decline offers of employment under ~~21.07~~ **24.07** **Sub-Clause** (b), (c) and (d) will remain eligible for the provisions of Article ~~21.10~~ **24.10**.

**24**.09 **Severance Pay**

**AMD** An Employee who has not been offered a position in accordance with ~~21.07~~ **24.07**, or who declines an offer of employment per Article ~~21.08~~ **24.08**, shall be released from employment at the end of the notice period.

**AMD 24**.10 Where a permanent Employee is released pursuant to Article ~~21.08~~ **24.08**, or where a permanent Employee accepts a position under Article ~~21.07~~ **24.07** **Sub-Clause** (c) or (d):

(a) the Employee shall receive severance pay in accordance with the table in ~~21.12~~ **24.12,** or any limitations specified under Article ~~21.07~~ **24.07** **Sub-Clause** (c) or (d) at the rate of pay in effect at the date of abolishment notification, and

(b) the Employee shall be eligible to access NAIT courses in accordance with Article ~~40~~ **43** Tuition for a period of twelve (12) months from the date notice position abolishment is served, and

(c) the Employee shall be eligible for reimbursement to a maximum of five hundred dollars ($500) for expenses incurred for retraining, career counselling, and/or job search assistance. This assistance shall be in addition to any payment entitlement for which the Employee may be eligible under Article ~~21.12~~ **24**.**12**, and

(d) the Employer and the Union shall jointly explore other sources of assistance such as special federal funding for retraining and job search.

**24**.11 **Re-employment**

If an Employee is released pursuant to Article ~~21.09~~ **24**.**09** and is subsequently rehired by the Board, that Employee shall, as a condition of re-employment, repay to the Board the total amount (if any) by which the amount paid to him under ~~21.12~~ **24.12** exceeds the product of his regular biweekly rate of pay and the number of pay periods between the dates of his release and his re-employment. An Employee rehired under this Article shall be considered to have been on leave without pay and to have maintained continuity of service.

**24**.12 **Notice and Severance Pay**

 Years of

 Continuous Service Notice (Weeks) Severance (Weeks) Total (Weeks)

 1 ~~11~~ **12** 0 ~~11~~ **12**

 2 ~~11~~ **12** 0 ~~11~~ **12**

 3 ~~11~~ **12** ~~0~~ **2** ~~11~~ **~~14~~**

 4 ~~11~~ **12** ~~2~~ **4** ~~13~~ **16**

 5 ~~11~~ **12** 7 ~~18~~ **19**

 6 ~~11~~ **12** 10 ~~21~~ **22**

 7 ~~11~~ **12** 13 ~~24~~ **25**

 8 ~~11~~ **12** 16 ~~27~~ **28**

 9 ~~11~~ **12** 19 ~~30~~ **31**

 10 ~~11~~ **12** 22 ~~33~~ **34**

 11 ~~11~~ **12** 25 ~~36~~ **37**

 12 ~~11~~ **12** 28 ~~39~~ **40**

 13 ~~11~~ **12** 31 ~~42~~ **43**

 14 ~~11~~ **12** 34 ~~45~~ **46**

 15 or more 11 **12** ~~37~~**40** ~~48~~ **52**

**ARTICLE ~~22~~ 25**

**LAY-OFF AND RECALL**

**25**.01 This article does not apply to the layoff of casual Employees nor can the provisions of this article be used for the purpose of budget reduction strategies such as the implementation of involuntary furlough days for permanent and temporary Employees.

**25**.02 Employees may be laid off in accordance with the provisions of this Article. Layoff is defined as a temporary separation from employment with anticipated future recall. The article does not apply to permanent recurring positions.

**25**.03 For purposes of this article the following definitions shall apply:

(a) "similar Employees" - two or more Employees having a common status and hours of work performing the same or similar functions within a classification, and in the same work unit. At its discretion, and following consultation with the Union, the Employer may combine, but may not subdivide, work units for the purpose of administering this article.

(b) "permanent status" - status given to Employees occupying a permanent position.

(c) "temporary status" - status given to Employees occupying a temporary position.

(d) "permanent Employee" - a permanent status Employee who has successfully completed his probationary period.

(e) "work unit" - in the academic schools, the program; - in other parts of NAIT, all of the Employees in any part of NAIT that is under the control of one, but not more than one, Level I Designated Officer as referred to in Article ~~20~~ **22.**

**25**.04 Except in circumstances beyond the reasonable control of the Employer, and subject to ~~22.12~~ **25.12**, Employees shall be given not less than the following writtennotice of layoff or, at the discretion of the Employer, be paid at their regular rate in lieu of part or all of the required notice period:

(a) Four (4) weeks for Employees having permanent status;

(b) Two (2) weeks for Employees having temporary status.

Once notice of layoff has been provided, the Employer and an Employee may, in writing, agree to defer the effective date of layoff without any further notice period.

**25**.05 Normally, based on standard practice, among Employees performing the same or similar functions and having the same or similar hours of work in the same classification within a work unit, Casual Employees shall be released before Employees with temporary status, who shall in turn be laid off prior to the layoff of any Employees having permanent status. In determining which of similar Employees are to be laid off, the Employer shall take into account each Employee's record of service, including seniority. The application of this clause is subject to the qualifications, experience and ability of those to be retained to perform the work remaining to be done. Where the qualifications, experience and ability of those retained are relatively equal, seniority shall be the dominant factor.

**25**.06 Any portion of the probationary period that has not been served at the time of layoff shall be served subsequent to recall.

**25**.07 Subject to ~~22.12~~ **25.12**, in determining which of similar Employees are to be recalled to positions within a classification and work unit, the order of recall of such similar Employees shall be the reverse of the order of layoff, provided the Employee recalled is qualified and able to perform the work that is available.

**25**.08 An Employee shall be responsible for providing the Employer with his current address for recall purposes.

**25**.09 Seniority is lost, all rights are forfeited, and the Employer shall not be obliged to recall an Employee:

(a) when the Employee resigns or employment is properly terminated; or

(b) when the Employee does not return to work on recall within three (3) work days of the stated reporting date, in accordance with notice by registered mail or receipted courier service, unless circumstances beyond his control prevent his return to work; or

(c) upon the expiry of one hundred and eighty (180) calendar days following layoff during which time the Employee has not been recalled to work.

**25**.10 If a permanent Employee has not been recalled within one hundred and eighty (180) calendar days from the date of layoff, he shall be entitled to severance pay in the amount set out in Article ~~21~~ **24.** Severance pay shall not be paid under this Articleto an Employee who resigned, retired, failed to return to work when recalled, or whose employment was terminated for just cause.

**25**.11 A permanent Employee whose position is abolished while he is on layoff is entitled to the rights and options provided in Article ~~21~~ **24.**

**25**.12 The filling of a vacancy on a temporary basis for a term shorter than the notice period stated in ~~22.04~~ **25.04** **Sub-Clause** (a) shall be exempted from the provisions of this article.

**25**.13 This Article shall supersede the provisions of ~~Article~~ **Clause** ~~10.04~~ **11.04.**

**25**.14 The Employer shall develop and maintain seniority lists of Employees with temporary and permanent status, showing the Employee's name, status, and length of service. Such lists shall be provided to the Local 038 Chairperson semi-annually, or more frequently where operations require.

**ARTICLE ~~23~~ 26**

**ILLNESS AND DISABILITY IN THE WORKPLACE**

**26.**01 **General**

The Employer, the Union and the Employee recognize the value of employees maintaining their overall wellness to ensure that they can attend work on a regular and meaningful basis. Further, the employee is responsible for providing appropriate medical documentation as required.

**26**.02 The Employer, Union and Employee are jointly committed and will work together to safely accommodate and re-integrate an employee who has suffered an illness, a disability or a work related injury or illness accepted by the Worker’s Compensation Board, in their return to full or modified or restricted work assignments (i.e. hours of work or job tasks).

**26.**03 **Proof of Medical Condition**

(a) Employees may be required to submit satisfactory proof to the Employer of any illness, non-occupations accident or quarantine when circumstances make it reasonable to do so. Where the Employee may pay a fee for such proof, the fee will be paid by the Employer.

(b) The Employee may be required to provide proof of medical treatment upon return to work where reasonable doubt exists in respect to the purpose of an absence claim due to illness. An Employee shall be advised of the requirement to provide a medical certificate prior to his return to work.

~~(b)~~ **(c)** The Employer may require the Employee to submit proof of attendance at a medical, dental, physiotherapy, or optical appointment when time off from work is granted to attend such appointments. Time off to attend medical, dental, physiotherapy or optical appointments requires prior authorization from the Employer and will be scheduled by the Employee in an attempt to least interfere with the Employer’s operations. Time off also includes any travel time. The above-mentioned authorization shall not be unreasonably denied.

**26**.04 The Employee shall provide a medical certificate for any absence under General Illness. The medical certificate will indicate the name of the Physician, the expected duration of the illness or injury and that the illness or injury prevents the individual from performing full or modified or restricted duties.

**26**.05 For General Illness claims greater than ten (10) days, the Employer may require the Employee to have his physician submit medical evidence on the Medical Fitness For Work Certificate Form (agreed to by the Union) indicating that the Employee is disabled from full or modified or restricted duties. Expenses for the completion of this Form will be paid by the Employer.

**26**.06 An Employee who is to be absent for surgery or other similar prearranged medical attention shall provide the Employer with as much advance written notice as possible as to the expected dates of departure from work and return to work associated with such medical attention.

**26**.07 **Confidentiality of Medical Information**

(a) The confidentiality of health and medical information of employees is recognized by the Employer and the Union. Therefore, the parties who have access to this information shall ensure its confidentiality.

(b) The Employer and the Union also agree~~s~~ that medical information of an employee shall not be divulged to a third party without the consent of the employee or as otherwise required by law.

**26**.08 The Employer agrees that the storage of employee health information shall be separate from Human Resources files and that access shall be given only to persons authorized to access the information.

**26**.09 **Fitness To Return To Work**

(a) When an employee has been on illness or disability leave and upon return to work from prolonged absences, the Employer may require him to provide medical evidence from his physician stating that he is fit to perform full or restricted or modified duties.

(b) In accordance with ~~23.~~**26.**02, the Employer, the Union and the Employee will work together within the Disability Management Process in returning Employees to modified or flexible duties as required. The parties will ensure appropriate Case Management meetings are held, documented and supported by the Employee’s physician. Ongoing documentation of progress or setbacks will be maintained.

**26**.10 **Independent Medical Examinations**

In a case of prolonged absence due to frequent illness or disability where it is believed to be adversely affecting an employee’s work; or when it is considered that an employee is unable to satisfactorily perform his duties due to an illness or disability, the Employer (coordinated by the Occupational Health and Safety Manager) may require that the employee undergo an Independent Medical Examination (IME).

**26**.11 The IME physician will submit a medical report to the Occupational Health and Safety Manager as to the condition of the employee, the amount of time considered necessary for his/her complete recovery, an opinion on the employee’s ability to perform the duties of his position with or without modification, treatment recommendations, and whether or not his/her condition can be improved through treatment. The Employee shall be entitled to have their personal physician or a physician of their choice provide relevant documentation to the physician appointed by the Institute, when undergoing a medical examination. With the consent of the Employee a copy of the report of the physician conducting the medical examination shall be sent by the Institute to the Employee’s physician.

**26**.12 Should the opinions of the treating physician and the physician performing the IME differ regarding the status of the employee’s health, the dispute will be settled by a third physician. This physician will be selected by mutual agreement of the two physicians, from a list of physicians provided by the Employer and the Union.

**26**.13 **Casual Illness**

“Casual Illness” means a health related absence which causes an Employee to be absent from duty for a period of three (3) consecutive work days or less. The Parties agree that Casual Illness benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.

**26**.14 If an Employee is ill at work or requires time off for the purposes of attending a dental, physiotherapy, optical or medical appointment, provided he has been given prior authorization by the Employer and he works one (1) hour in a half (1/2) day that he is absent for those purposes, such absence shall neither be charged against his casual illness entitlement, nor shall a deduction in pay be made for the time lost in the half day in which he became ill or attended the appointment. For purposes of this Article a half day is that period between the start of the scheduled work period and the start of the lunch break or between the end of the lunch break and the end of the scheduled work period. The above-mentioned authorization shall not be unreasonably denied.

**26**.15 An Employee in his first and in each subsequent 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 used within a calendar year shall be deducted from the remaining casual leave entitlement for that calendar year.

## **AMD 26**.16 **General Illness**

"General Illness" means a health related absence which causes an Employee to be absent from duty for a period of more than three (3) consecutive work days but shall not exceed ~~eighty (80)~~ **ninety (90)** consecutive work days. General Illness Leave shall be in addition to any Casual Illness Leave entitlements specified in this collective agreement. The Parties agree that General Illness benefits as provided in this collective agreement are intended only for the purpose of protecting an Employee from loss of income when the Employee is ill or disabled.

**AMD 26**.17 (a) For purposes of this article, "employment" includes all categories of employment, provided that there is no break in Employer service.

(b) An Employee at the commencement of each calendar year of employment shall be entitled to General Illness Leave at the specified rates of pay in accordance with the following schedule, and the application of such General Illness Leave shall be as set out in accordance with this collective agreement:

Completed calendar General illness leave General illness leave

years of service at 100% normal salary at 70% normal salary

1st month 0 days ~~70~~ **80** days

Less than 1 year ~~10~~ **15** days ~~70~~  **75** days

1 year ~~15~~ **20** days ~~65~~  **70** days

2 years ~~25~~ **30** days ~~55~~  **60** days

3 years ~~35~~ **40** days ~~45~~ **50** days

4 years ~~45~~ **50** days ~~35~~ **40** days

5 years ~~60~~ **65** days ~~20~~ **25** days

**26**.18 (a) An Employee who is on general illness or long term disability leave at the beginning of a calendar year shall be granted general illness leave credits in accordance with ~~Article 23.17~~ **Clause 26.17** on his return to full, restricted or modified duties. If however, the Employee takes illness leave for the same or a related illness during the period of restricted or modified duties or during the first thirty (30) consecutive work days following his return to full duties, this credit will be removed and the illness leave will be considered a continuation of the original general illness leave. ~~Article~~ ~~23.17~~ **Clause 26.17** **Sub-Clause** (b) will be re-applied on any subsequent return to full, restricted or modified duties. All other or non-related illnesses are at the rates specified in ~~23.18~~ **26.18** (b).

**AMD** (b) Unless he is entitled to benefit under ~~Article 23.18~~ **Clause 26.18** **Sub Clause** (a), an Employee who returns from a period of general illness or long term disability leave shall have added to his general illness leave credits sufficient days at seventy percent (70%) of normal salary to restore his combined fully-paid and partly-paid general illness leave entitlement to ~~eighty (80)~~ **ninety (90)** days. This additional entitlement will be removed if the Employee takes illness leave for the same or a related illness during the first thirty (30) consecutive work days following the date of return to full duties.

**AMD 26**.19 For purposes of this Article, the maximum period of continuous absence recognized shall be ~~eighty (80~~) **ninety (90)**  consecutive work days. Absences due to illness or disability in excess of that period shall be subject to Article ~~24~~ - **27** Long Term Disability Insurance. After sixty (60) days of General Illness, if the Employee has not returned to work, the Employer will forward to the Employee the necessary documents required to apply for benefits under Article ~~24~~ **27** - Long Term Disability Insurance.

**26**.20 An Employee is not eligible to receive sick leave benefits under this Article if the absence is due to any injury while in the employ of any other Employer that qualifies for Workers’ Compensation Benefits, nor is he eligible for any sick leave benefits for any subsequent absence caused by that injury

**26**.21 When a day designated as a Paid Holiday under Article ~~27~~ **30** falls within a period of General Illness it shall be counted as a day of General Illness and under no circumstance shall an Employee receive any additional entitlement in respect of that day.

**AMD 26**.22 This Article is subject to Article ~~12~~ **14 - Attendance.**

##### ARTICLE ~~24~~ 27

**LONG TERM DISABILITY (LTD)**

**27**.01 The eligibility of an Employee to participate in the Employer's Long Term Disability (LTD) Plan is subject to Article 3 and all eligible Employees shall be covered in accordance with the provisions of the Plan.

**27**.02 The Employer agrees to pay one hundred percent (100%) of the cost of providing Long Term Disability benefits to all eligible Employees covered under the Plan.

**27**.03 An eligible Employee who becomes ill or disabled and who, as a result of such illness or disability, is absent from work for a period of eighty (80) consecutive work days, may apply for Long Term Disability benefits as provided under the LTD Plan. The final ruling as to whether or not the claimant's disability is of a nature which qualifies the claimant for benefits within the interpretation of the provisions of the Plan shall be made by the third party claims adjudicator.

**AMD 27**.04 Long Term Disability benefits payable under the provisions of the LTD Plan will entitle an Employee with a qualifying disability, to a total income, from sources specified under Clause ~~24.05~~ **27.05**, of not less than seventy percent (70%) of the salary he received or was entitled to receive as a NAIT Employee at the commencement of the LTD benefits pursuant to Clause ~~24.03~~ **27.03**, up to a maximum benefit of ~~seven~~ **eight** thousand dollars ($~~7~~**8**,000) per month ~~effective April 1, 2009.~~

**27**.05 The LTD benefit amount to which an Employee is entitled, shall be reduced by:

(a) the amount of disability benefit entitlement, excluding children's benefits, under the Canada Pension Plan;

(b) the amount of Workers' Compensation entitlement;

(c) the amount of benefits payable from any other group disability plan(s) sponsored by the Employer.

**27**.06 (a) If an Employee, after qualifying for LTD benefits, returns to work or enters a recognized training program and the resulting income is less than the salary in effect immediately prior to the commencement of absence pursuant to Article ~~24.03~~ **27.03** (pre-disability salary), the Employee shall have the LTD benefit payable by the Plan reduced by fifty percent (50%) of the income received, provided that the combination of reduced LTD benefit and income does not exceed the pre-disability salary.

(b) Where the combination of reduced LTD benefits and income received pursuant to ~~Article 24.06~~ **Clause 27.06** **Sub-Clause** (a) is a higher amount than the pre-disability salary, the LTD benefits shall be reduced further so that LTD benefits and income received equal one hundred percent (100%) of the pre-disability salary.

**27**.07 An Employee who receives LTD benefits and who at the commencement of absence due to disability or illness, is participating in the Alberta Health Care Insurance Plan, the Employer Group Extended Medical Benefits Plan, and the Employer Group Life Insurance Plan, shall continue to be covered under these Plans throughout the total period the Employee is receiving LTD benefits and the Employer and Employee premium contributions, if applicable, shall continue.

**27**.08 The LTD benefits applicable to Employees covered by this Agreement shall not be altered except through negotiation by the Parties to this Agreement.

**27**.09 During the period that an Employee is receiving benefits under the LTD Plan, the Employer shall continue to remit to the Local Authorities Pension Plan the Employee and Employer contributions required on the Employee's normal salary.

**27**.10 If, while receiving benefits under the LTD plan, the Employee is also receiving partial or full salary from NAIT, the Employer will make pension deductions from such salary at the normal rate and shall supplement the amount so deducted to satisfy the requirements of Clause ~~24.09~~ **27.09.**

##### ARTICLE ~~25~~ 28

**HEALTH AND DENTAL PLANS**

**AMD 28**.01 **Alberta Health Care**

Subject to Article 3, the Employer shall share the premium cost of the Group Alberta Health Care Insurance Plan for all participating Employees as follows:

(a) one-half (1/2) the cost of the family premium where the Employee and his family are covered under the Plan; or

(b) one-half (1/2) the cost of the single premium where only the Employee is covered under the Plan.

Effective January 1, 2009, the Government of Alberta ~~has~~ discontinued premiums for the Alberta Health Care insurance plan. Should the Government reinstate premiums during the term of this Agreement, ~~25.01~~ **Clause 28.01** shall apply.

**28**.02 **Extended Health Plan**

Subject to Article 3, the Employer shall share the premium cost of the Alberta Blue Cross Extended Medical Benefits Plan, or a comparable plan, for participating Employees on the same basis as set out in Clauses ~~25.01~~ **28.01** **Sub-Clause** (a) and ~~25.01~~ **28.01** **Sub-Clause** (b).

**28**.03 An Employee on approved Employer business outside Canada who becomes ill and requires medical attention and/or hospitalization shall be reimbursed, upon production of receipts, for such charges that are in excess of those allowed by the Alberta Health Care Insurance Plan and the Group Extended Medical Benefits Plan.

**28**.04 The Extended Medical Benefits Plan is a one hundred percent (100%) reimbursement, Direct Bill Drug Card plan. The plan will also include Vision Care coverage of two hundred and fifty dollars ($250) every twenty four (24) months, Least Cost Alternative pricing on prescriptions and a dispensing fee cap of seven dollars ($7) per prescription. The premium costs will be adjusted from the rates set out in ~~Article 25.02~~ **Clause 28.**02 to a rate of sixty percent (60%) Employer paid and forty percent (40%) Employee paid.

**28**.05 **Base Dental Plan**

The Base Dental Plan as described in the Letter of Understanding - Dental Plan, will be totally funded by the Employer.

**28**.06 **Optional Dental Plan**

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

**AMD 28**.07 **Flexible Health Spending Account**

~~Effective January 1, 2015~~, ~~a~~  **A** Flexible Health Benefit Spending Account shall be implemented for all Regular Employees eligible for benefits in accordance with Article ~~25~~ **28.**

(a) A sum of ~~six hundred and fifty dollars ($650.00)~~ **nine hundred dollars ($900.00)** for each eligible Regular Full-time Employee shall be allocated by the Employer to a Flexible Health Benefit Spending Account effective January 1st of each calendar year.

(b) Any unused credits in an employee’s Flexible Health Benefit Spending Account as of December 31st, 2015 may be carried forward however must remain as a Flexible Health Benefit Spending Account for a maximum of one (1) calendar year.

(c) The Flexible Health Benefit Spending Account may be utilized by employees for the purposes of receiving reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article ~~31~~ **28**.

(d) Where the Employer chooses to contract with an insurer for the administration of the Flexible Health Benefit Spending Account, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract.

(e) The Flexible Health Benefit Spending Account shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation and during the course of operation of the Flexible Health Benefit Spending Account.

**28**.08 **Eligibility**

(a) A FSA shall be implemented for all employees eligible for benefits in accordance with Article ~~25~~ **28**.

(b) A Regular Employee who is employed in more than one (1) position with the Employer will receive one (1) FSA based upon the combined total of their fulltime equivalencies (FTEs).

**AMD 28**.09 **Calculation**

The FSA will be calculated as follows:

(a) ~~Six hundred and fifty dollars ($650.00~~) **nine hundred dollars ($900.00)** to be allocated to each eligible Full-time Employee and pro-rated for each eligible Part-time Employee based on their FTE as of December 1st (eligibility date) of each year.

**28**.10 **Utilization**

The FSA may be used for the following purposes:

(a) Reimbursement for expenses associated with professional development including:

(i) tuition costs or course registration fees;

(ii) travel costs associated with course attendance;

(iii) professional journals;

(iv) books or publications; and

(v) software.

(b) Reimbursement for the cost of professional registration or voluntary association fees related to the employee’s discipline.

(c) Reimbursement for health and dental expenses that are eligible medical expenses in accordance with the *Income Tax Act* and are not covered by the benefit plans specified in Article ~~25~~  **28** of the Collective Agreement.

(d) Contribution to a Registered Retirement Savings Plan administered by the Employer.

(e) Wellness expenses which may include, but are not limited to, such expenditures as fitness centre memberships and fitness equipment.

(f) Family care including day care and elder care.

**28**.11 **Allocation**

(a) By December 1st (allocation date) of each year, employees who are eligible for the FSA will make an allocation for utilization of their FSA for the subsequent calendar year.

(b) Any unused allocation in an employee’s FSA as of December 31st of each calendar year may be carried forward for a maximum of one (1) calendar year.

(c) Employees who are laid off after January 1st in the year in which the funds are available, shall maintain access to the fund for the balance of that calendar year while on layoff.

(d) Reimbursement will be provided by the Employer upon submission of an original receipt.

**28**.12 **Implementation**

(a) Where the Employer is the administrator of the account, it shall determine the terms and conditions governing the FSA. A copy of these terms and conditions shall be provided to the Union.

(b) Where the Employer chooses to contract with an insurer for the administration of the FSA, the administration of the Account shall be subject to and governed by the terms and conditions of the applicable contract. A copy of this contract shall be provided to the Union.

(c) The FSA shall be implemented and administered in accordance with the *Income Tax Act* and applicable Regulations in effect at the time of implementation andduring the course of operation of the FSA.

**28**.13 An employee who terminates employment voluntarily and who within the same calendar year of termination commences employment with the same Employer or with another Employer signatory to this Collective Agreement, shall have her FSA maintained. It is understood that an employee is only entitled to one (1) FSA within a calendar year.

**ARTICLE ~~26~~ 29**

**INSURANCE**

**29**.01 The eligibility for entitlement to benefits under these plans is governed by Article 3 of this Agreement and the plan documents which contain all governing terms of the plans.

**AMD 29**.02 **Basic Group Life**

Subject to the provisions of the plan document, each Employee shall elect to be covered for either one (1x) or two and one half (2 1/2x) times his annual salary. The Employer shall pay the total premium cost of the first ~~twenty-five~~ **thirty** thousand dollars ~~($25,000)~~ **($30,000)** of insurance (or of the amount of insurance, if less than ~~twenty-five~~ **thirty** thousand dollars ~~($25,000)~~ **($30,000)**). The premium cost of any insurance in excess of ~~twenty-five~~ **thirty** thousand dollars ~~($25,000)~~ **($30,000)** shall be borne by the Employee.

**29.**03 **Optional Life Insurance**

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

**29**.04 **Accidental Death and Dismemberment (AD&D)**

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

**29**.05 **Optional Accidental Death and Dismemberment (AD&D)**

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

**29**.06 **Business Travel Accident**

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

**29**.07 **Dependent Life**

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

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

(a) a spouse, either the person to whom the Employee is legally married, or a partner who has cohabited with the Employee for a continuous period, up to the date of this coverage, of not less than twelve (12) consecutive months and who has been publicly represented as the Employee’s spouse and who is not a blood relative of the Employee, or

(b) an unmarried child of the Employee and/or the Employee’s spouse, including any step-child, who is:

(i) under 21 years of age, or

(ii) 21 or over but less than 25 and is a registered student in full-time attendance in the public School system or at a University or similar Institute of learning, or

(iii) of any age and incapable of self-sustaining employment by reason of mental disability or physical handicap, and in all cases is wholly or substantially dependent on the participant for financial support and maintenance.

**29**.08 **General Liability**

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

##### ARTICLE ~~27~~ 30

##### PAID HOLIDAYS

**AMD 30.**01 Employees are entitled to one (1) day's paid leave for each of the following holidays:

(a) Family Day Civic Holiday (One (1) day)

Good Friday Labour Day

Victoria Day Thanksgiving Day

Canada Day Remembrance Day

**Easter Monday**

(b) Employees employed in continuous operations shall be compensated pursuant to Clause ~~27.06~~ **30**.**06** for working on the following Paid Holidays on the dates listed:

Canada Day - July 1

Remembrance Day - November 11

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

**AMD 30.**02 If the City of Edmonton does not proclaim a Civic Holiday as specified in Clause ~~27.01~~ **30**.**01,** the first Monday in August shall be observed as such holiday.

**AMD 30**.03 When a day designated as a holiday under Clause ~~27.01~~ **30**.**01** falls during an Employee's work week and an Employee is not required to work, the Employee shall be granted holiday leave on the day.

**AMD 30**.04 When a day designated as a holiday under Clause ~~27.01~~ **30.01** falls on an Employee's regularly scheduled day of rest and the Employee is not required to work, the Employee shall be granted holiday leave on the day observed as the holiday. When Remembrance Day falls on an Employee's regular scheduled day of rest and the Employee is not required to work, the Employer shall designate Tuesday of Reading Week (day following Family Day) in the following February as the day on which to observe Remembrance Day.

**AMD 30**.05 Notwithstanding Clauses ~~27.03~~ **30**.**03** and ~~27.04~~ **30.04**, an Employee employed in a continuous operation whose regular day off falls on an observed holiday shall receive another day off in lieu at his regular rate.

**AMD 30**.06 When an Employee works on one (1) of the holidays listed in Clause ~~27.01~~ **30.01**, or on December 25 or 26 or on January 1, the Employee shall receive either:

(a) his regular salary plus time and one half (1 1/2x) for all hours worked up to the equivalent of full normal daily hours and double time (2x) for additional hours worked thereafter; or

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

**AMD 30**.07 When a day off in lieu is granted under Clause ~~27.06~~ **30.06** (b) Employees not employed in continuous operations shall have the day off scheduled at a time mutually agreeable to the Employee and Employer within the next three (3) months or paid out in cash at the expiration of the three (3) months. Employees employed in continuous operations shall have the opportunity to elect to have the alternate day off scheduled in conjunction with their regularly scheduled days of rest, or, subject to Clause ~~27.08~~ **30.08**, to take these days in conjunction with their next annual vacation and administered in accordance with Clause ~~28.07~~ **31.07**. Once scheduled, the alternate days off shall not be rescheduled except by mutual agreement of the Employee and the Employer.

**AMD 30**.08 Where an Employee employed in continuous operations exercises an election under Clause ~~27.07~~ **30.07**, he shall advise the Employer of his choice of election for the following year, not later than December 31st, except that a new Employee shall make this election prior to the first holiday for which he is eligible.

**30**.09 Requests for leave without pay on religious holidays will be considered, provided adequate notice of the request is given.

**AMD 30**.10 When an Employee is called back to work on a paid holiday, he shall be compensated in accordance with the provisions of Article ~~16~~ **18** and Article ~~27.06~~ **30.06** does not apply.

**AMD 30**.11 Authorized travel on Employer business on a paid holiday shall be considered working hours and shall be compensated in accordance with Clause ~~27.06 (a)~~ **30**.**06 (a).**

**AMD 30**.12 Subject to operational requirements, Employees shall be granted a period of at least eleven (11) consecutive calendar days including December 24th and January 1st as Christmas Leave without loss of regular salary. An Employee required to work on December 25 or 26 or on January 1 shall be compensated in accordance with ~~27.06~~ **30.06**. An Employee required to work on any other day in the Christmas Leave period shall receive

(a) his regular salary plus straight time for all hours worked up to the equivalent of full, normal daily hours, time and one-half (1 1/2 X) for the next two (2) hours, and double time (2 X) for additional hours worked thereafter, or

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

##### ARTICLE ~~28~~ 31

##### ANNUAL VACATION LEAVE

**31**.01 **Vacation Entitlement**

Salaried Employees (permanent and temporary) earn vacation leave credit according to the schedule below for each pay period in direct proportion to the Employee’s basic pay. For the purpose of this Article, pay for approved absences generated by Articles ~~9, 23, 27, 28, 29, 31 and 35~~ **9, 26, 30, 31, 32, 34, and 38** shall be included in calculating the Employee's "basic pay". Basic pay shall not include payments for overtime, shift differential and weekend premium. Employees do not earn vacation leave credit for pay periods in which they are on Employee Funded Leave of Absence.

**Length of Service (At Start Of Period) Leave Earned**

Less than five (5) years 0.5770 days

Five (5) but less than thirteen (13) years 0.7693 days

Thirteen (13) but less than twenty-one (21) years 0.9616 days

Twenty-one (21) but less than thirty (30) years 1.1539 days

Thirty (30) or more years 1.3462 days

# **31**.02 **Timing and Approval of Leave**

Subject to managerial approval, vacation leave may be used at any time, up to the limit of current credits. Once vacation leave is authorized, it shall not be changed, other than in case of emergency, except by mutual agreement. Normally, the taking of vacation leave in single days will be limited to five (5) single days per calendar year.

**31**.03 An Employee shall not take vacation leave without prior authorization from the Employer.

**31**.04 Subject to operational requirements, the Employer will make every reasonable effort to grant each eligible Employee, on application, at least two (2) consecutive weeks of vacation in each year.

**NEW 31.05 Seniority within each classification shall be the determining factor when there is a dispute regarding preference for the time that vacation is to be taken.**

**31.06** The normal approval authority for vacation leave is the Level One Designated Officer. If any written request for vacation leave is refused, the approval authority shall within five (5) working days (a) provide the Employee a written refusal, stating the reasons, and (b) forward a copy of the request and the refusal to the next superior manager.

**31.07** **Accumulation of Leave Credits**

Except as provided in this paragraph, vacation leave credits may be accumulated from period to period. If an Employee accumulates forty (40) days of unused vacation leave credit, the Employer may require that Employee to make acceptable arrangements, within thirty (30) days, to use at least ten (10) days of vacation leave. If these arrangements are not made within thirty (30) days of notification of this requirement, the Employer may assign and the Employee may not refuse to take ten (10) days of vacation leave.

**31.08** **Pay In Lieu**

Pay in lieu of vacation may be paid as follows at the rate of the biweekly salary divided by 10 for each day paid out:

(a) On termination, an employee shall be paid cash in lieu of vacation for all outstanding credits;

(b) In exceptional circumstances and with mutual agreement, for all or partial outstanding credits.

**AMD 31.09** **Combining Different Types of Leave**

Where an Employee is allowed to take any leave of absence other than sick leave, or maternity leave **or special leave (as per Clause 32.02)** in conjunction with a period of vacation leave, the vacation leave shall precede the other leave. Maternity leave shall be taken in one block and may precede or follow vacation leave.

**31.10** Notwithstanding ~~28.03~~ **31.03** above, an Employee being laid off under Article ~~22~~  **25** may choose to use any outstanding vacation leave credit in lieu of part or all of the layoff period, provided such choice is communicated in writing to the manager before the scheduled layoff date.

**31.11** When a day designated as a Paid Holiday under Article ~~27~~ **30** falls within a period of vacation leave, it shall be counted as a holiday and not as a day of vacation leave.

**NEW 31.12 When, during a scheduled vacation, an Employee becomes seriously ill or suffers an accident, requiring the care of a Medical Doctor or hospitalization, illness leave may be substituted for vacation days for those days so incapacitated. Medical evidence satisfactory to the Employer shall be provided.**

**NEW 31.13 Bereavement leave may be substituted for vacation leave if a member of the Employee’s immediate family, as specified in Clause 30.02 Sub Clause (b), passes away during the Employee’s period of scheduled vacation. Information and/or evidence about the death of the immediate family member, satisfactory to the Employer, may be required.**

**~~ARTICLE 29~~ ~~32~~**

##### ~~SPECIAL LEAVE~~

**~~DEL~~** ~~29.01 An Employee, not on leave of absence, shall be granted, upon application, special leave at his basic rate of pay. The circumstances under which special leave is granted, subject to Clause 29.02, and the corresponding maximum number of work days are as follows:~~

~~(a) illness within the immediate family - three (3) days;~~

~~(b) bereavement - four (4) days;~~

~~(c) travel time for illness within the immediate family or bereavement - three (3) days;~~

~~(d) administration of estate – two (2) days;~~

~~(e) moving household effects – one (1) day;~~

~~(f) disaster conditions – two (2) days;~~

~~(g) write examination(s) for course(s) approved by the Employer – as required;~~

~~(h) attend funerals as pall-bearer or mourner – one (1) day;~~

~~(i) be present at birth or adoption proceedings of an Employee’s child – one (1) day;~~

~~(j) attend formal hearing to become Canadian Citizen – one (1) day.~~

~~29.02 An Employee on annual vacation leave shall be granted, upon application, special leave at his basic rate of pay as outlined below. The circumstances under which this special leave is granted, subject to Clause 29.03, and the corresponding maximum number of work days are as follows:~~

~~(a) serious illness or injury necessitating emergency treatment or hospitalization of a member of the immediate family – three (3) days;~~

~~(b) bereavement – four (4) days;~~

~~(c) travel time to proceed to and from the site of the emergency situation (bereavement or illness) – three (3) days;~~

~~(d) disaster conditions– two (2)~~ ~~days.~~

~~29.03 For purposes of determining eligibility for special leave under Clauses 29.01 and 29.02, the following provisions shall apply:~~

~~(a) illness within the immediate family – leave of absence shall be granted for the purpose of providing for the care of the person that is ill or for the care of the children. Immediate family shall typically mean: spouse (including common-law spouse), son, daughter, mother, father, brother or sister;~~

~~(b) bereavement – leave of absence shall be granted in the event of the death of the Employee’s spouse (including common-law spouse), or any of the following relations of an Employee or spouse (including common-law spouse): parent, guardian, grandparent, grandchild, son, daughter, brother, sister, aunt, uncle, or the husband or wife of any of them;~~

~~(c) travel time for illness within the immediate family or for bereavement shall mean for travel where long distances or travel from isolated areas are involved;~~

~~(d) administration of estate shall apply only when an Employee has been designated as an executor of the estate for the deceased;~~

~~(e) moving of household effects shall apply once in a calendar year to an Employee who maintains a self-contained household and who changes his place of residence which necessitates the moving of his household effects during his normal working hours. In the event an Employee’s normal place of employment is moved outside the municipal area, the normal moving allowance shall apply;~~

~~(f) disaster conditions shall apply for a critical condition which requires an Employee’s personal attention in a disaster (flood, fire) which cannot be served by others or attended to by the Employee at a time when he is normally off duty;~~

~~(g) mourner – leave of absence will be granted where operational requirements permit subject to the approval of the Employer.~~

~~29.04 The maximum leave specified for each circumstance requiring use of special leave shall normally not be exceeded; however, special leave other than for moving household effects may be granted more than once for the same circumstances within a calendar year, provided the total special leave granted does not exceed ten (10)~~~~working days per calendar year, unless additional special leave is approved by the Employer. Granting of special leave more than once for the same circumstance shall not be unreasonably denied.~~

~~29.05 Two weeks notice may be required for leave requested in Clause 29.01 (d), (e), (g) and (j).~~

##### ARTICLE 32

##### LEAVES OF ABSENCE WITH PAY

**NEW 32.01 Personal Leave**

**Personal leave, is designed to assist an Employee in coping with personal matters or unforeseen emergencies that affect the Employee or Employee's immediate family. Employees receive ten (10) personal leave days without loss of pay per calendar year. (January 1st to December 31st), subject to the following:**

**(a) Immediate family means the Employee’s spouse (including common-law and same sex relationship) or any of the following relations of an Employee or their spouse (including common-law and same sex relationship): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them (including step-relations) Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.**

**(b) Requests for personal leave will be made one week in advance except in exceptional circumstances.**

**(c) Personal Leave days will have to be taken during the year in which they are earned.**

**(d) Such leave will not be unreasonably withheld. When denied, the reason for withholding shall be given to the employee in writing, if requested by the employee, within five (5) days of receiving the request.**

**(e) Examples of personal leave include, but are not limited to:**

**Citizenship, adoption/birth of a child, care of family members (residing in employee’s household), parent-teacher interviews, school trips or concerts, marriage, divorce, stepping-in when the regular caregiver is away, the observance of religious holidays, professional appointments, court appearances, moving, writing examinations, volunteer activities, and attending to situations of an emergent nature that require the personal attention of the Employee**

**NEW 32.02 Bereavement Leave**

**Bereavement leave of absence without loss of pay shall be granted in the event of the death of the Permanent or Temporary Employee's immediate family subject to the following:**

1. **Immediate family means Employee’s spouse (including common-law or same sex relationship), fiance’ or any of the following relations of an Employee or spouse (including common-law spouse or same-sex relationship): parents, guardian, parent-in-law, grandparent, grandchild, son, daughter, brother, sister, or the husband or wife of any of them (including step-relations) or the spouse of any of them. Immediate family shall be deemed to also include individuals for whom the Employee has legal guardianship responsibilities.**
2. **Employees shall receive paid bereavement leave to a maximum of five (5) consecutive working days one of which must be the day of the funeral.**
3. **Where travel of more than three hundred (300) kilometres one way is required, an additional two (2) days of leave without loss of pay may be approved**
4. **Bereavement leave may be granted more than once per calendar year, with the approval of the Employer.**

**MOV 32.03 Court Leave**

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

**32.04 When an Employee is summoned or subpoenaed as a witness in his private capacity or as a juror or in the selection of a jury:**

**(a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any witness fee or jury duty fee received by him shall be paid to the Employer;**

**(b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any witness fee or jury duty fee receivable by him shall be paid to the Employer.**

# **ARTICLE ~~32~~ 33**

**LEAVES Of ABSENCE WITHOUT PAY**

**33.01 Where operational requirements permit and the approval of the Employer has been obtained, leave without pay shall be granted to an Employee. Request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.**

**AMD 33.02 Where the Union requests that an Employee be seconded to the Union for a specified period of time it shall fall within the intent and purpose of Clause ~~32.01~~ *33*.01. Such leave may have an initial term of up to six (6) months, and may be extended for a maximum of a further six (6) months.**

**33.03 An Employee who proceeds on leave without pay in accordance with this Article shall, on completion of the leave without pay, be returned to his former position or appointed to a comparable position.**

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

**33.05 Compassionate Care**

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

**33.06 Public Affairs**

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

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

**(a) resign his position, or**

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

**An Employee who has held federal or provincial office for three (3) years or more and who is re-elected to federal or provincial office shall forthwith resign his position.**

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

**(a) leave without pay for the duration of his term of office, or**

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

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

**Military Leave**

**33.09 The Employer shall grant military leave without pay, to an Employee for service in the Canadian Armed Forces, where the service is required by the Department of National Defense. Clause ~~32.04~~ *33.04* shall not apply to the individual employee except that family coverage may continue during the leave.**

##### ARTICLE ~~30~~ 34

**MATERNITY AND PARENTAL LEAVE**

**34**.01 **Maternity Leave**

A pregnant Employee is entitled to maternity leave without pay provided:

(a) the Employee gives at least six (6) weeks written notice of the date of the start of the proposed leave, and

(b) the Employee has completed fifty-two (52) weeks of continuous service with the Employer at the time she commences her leave.

**34**.02 The maternity leave shall commence on the earlier of the date:

(a) specified by the Employee, or

(b) of birth of the child.

**34**.03 An Employee who has completed fifty-two (52) weeks of continuous service and resigns for maternity reasons and who is re-employed in any capacity within six (6) months from the date of her resignation shall be considered to have been on leave without pay. All previous full-time continuous service with the Employer shall be recognized when calculating the rate at which vacation leave credits are accrued.

**34**.04 **Parental Leave**

Subject to ~~30.06~~ **34**.**06** and ~~30.07~~ **34.07**, the Employer shall grant parental leave to an Employee as follows:

(a) in the case of an Employee who is entitled to maternity leave under ~~30.01~~ **34**.**01**, a period of not more than thirty-seven (37) consecutive weeks immediately after the last day of her maternity leave;

(b) in the case of a parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;

(c) in the case of an adoptive parent who has been employed by the Employer for at least fifty-two (52) consecutive weeks, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.

**34**.05 An Employee shall give at least six (6) weeks written notice of the date the parental leave will start.

**34**.06 If the Employer employs both parents of one child, the thirty-seven (37) weeks of parental leave may be taken wholly by one of them or may be shared by them. The Employer is not required to, but may at its discretion, grant parental leave to both parents at the same time.

**34**.07 **Return To Work**

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

**34**.08 An Employee shall give at least four (4) weeks written notice of the date on which that Employee intends to return to work, and in any event at least four (4) weeks before the earlier of

(a) the end of the leave period to which the Employee is entitled, or

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

**34**.09 An Employee is not entitled to resume working until the date specified in the written notice described in subsection ~~30.08~~ **34.08**.

**34**.10 An Employee shall return to work on the date specified in the written notice given under ~~30.08~~ **34.08**. An Employee who fails to return to work on that date is not entitled to return to work subsequently.

**34**.11 An Employee who fails to provide written notice as required under ~~30.08~~ **33.08** is not entitled to resume work.

**34**.12 **General**

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

**34**.13 An Employee who does not wish to resume employment after maternity or parental leave shall give the Employer at least four (4) weeks written notice of intention to terminate employment.

**34**.14 If unforeseeable or unpreventable circumstances prevent compliance with the requirements of this section, the Employee shall so notify the supervisor at the earliest opportunity.

**34**.15 An Employee may apply for, and the Employer may approve, parental leave in excess of thirty-seven (37) weeks to facilitate return to work at a mutually-convenient stage of the work cycle.

**34**.16 An Employee who at the commencement of Maternity or Parental Leave is participating in the Alberta Health Care Insurance Plan, the Group Extended Medical Benefits Plan, the Group Dental Plan and the Group Life Insurance Plan shall continue to be covered under these Plans throughout the total period the Employee is on that Leave. During the period of eligibility for Supplemental Employment Insurance Benefit, Employer and Employee premium contributions, if applicable, shall continue. During the remainder of her leave, she may continue to be covered on the same basis as any other Employee on a period of unpaid leave.

**34**.17 Notwithstanding any other provisions of this Article, a pregnant Employee may qualify for a Supplemental Employment Insurance Benefit covering the period she has provided medical evidence from her physician which satisfies the Employer she is unable to do her job. An Employee must apply for, and when approved, submit to the Employer, proof of receipt of Employment Insurance maternity benefits, in order to be paid the Supplemental Employment Insurance Benefit payments. Leave then taken under this Supplemental Plan shall be considered to form part of the fifteen (15) weeks maternity leave without pay for the purposes of Clause ~~30.01~~ **34.01**. An Employee who is eligible for Supplemental Employment Insurance Benefit plan shall not be eligible for illness leave benefits under Article ~~23~~ **26**.

**34**.18 A pregnant Employee who presents medical evidence from her physician which satisfies the Employer that continued employment in her present position may be hazardous to herself or her unborn child, may request a transfer to a more suitable position if one is available.

##### \**Moved to Article 32 Leaves of Absence With Pay\**

##### ~~ARTICLE 31 34~~

**~~COURT LEAVE~~**

**~~34~~**~~.01 When an Employee is summoned or subpoenaed as a witness or a defendant to appear in court in his official capacity to give evidence or to produce Institute records, he shall be allowed leave with pay, but any witness fee received by him shall be paid to the Employer.~~

**~~34~~**~~.02 When an Employee is summoned or subpoenaed as a witness in his private capacity or as a juror or in the selection of a jury:~~

~~(a) at a location within the Province of Alberta, he shall be allowed leave with pay, but any witness fee or jury duty fee received by him shall be paid to the Employer;~~

~~(b) at a location outside the Province of Alberta, he may be allowed leave with pay if authorized by the Employer, but any witness fee or jury duty fee receivable by him shall be paid to the Employer.~~

# **\**Moved to Become Article 33 Leaves of Absence Without Pay\****

# **~~ARTICLE 32 35~~**

**~~LEAVE WITHOUT PAY~~**

**~~35.~~**~~01 Where operational requirements permit and the approval of the Employer has been obtained, leave without pay shall be granted to an Employee. Request for such leave must normally be submitted at least two (2) weeks in advance of the anticipated date of commencement of such leave, before such request can be considered.~~

**~~35~~**~~.02 Where the Union requests that an Employee be seconded to the Union for a specified period of time it shall fall within the intent and purpose of Clause 32.~~**~~35.~~**~~01. Such leave may have an initial term of up to six (6) months, and may be extended for a maximum of a further six (6) months.~~

**~~35~~**~~.03 An Employee who proceeds on leave without pay in accordance with this Article shall, on completion of the leave without pay, be returned to his former position or appointed to a comparable position.~~

**~~35~~**~~.04 Employees on leave without pay may continue their participation in benefit plans, subject to specific plan requirements, and shall prepay the full amount of any premiums required.~~

 **~~Compassionate Care~~**

**~~35~~**~~.05 The Employer recognizes the potential need for employees to care for a gravely ill or dying family member. An Employee may request compassionate leave under the Employment Insurance Compassionate Care Benefits program. An Employee who has been granted leave under this clause may apply for a continuation of the leave if required.~~

 **~~Public Affairs~~**

**~~35~~**~~.06 The Employer recognizes the right of an Employee to participate in public affairs. An Employee who accepts nomination for federal, provincial, or municipal office shall notify the Employer forthwith and shall be granted leave without pay from the date of his nomination or the date of issue of the election writ (whichever is later) until the election results are official. An Employee may request that the President waive all or part of this leave requirement. Such request shall not be unreasonably denied.~~

**~~35~~**~~.07 An Employee elected to federal or provincial office shall notify the Employer forthwith and shall either:~~

~~(a) resign his position, or~~

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

~~An Employee who has held federal or provincial office for three (3) years or more and who is re-elected to federal or provincial office shall forthwith resign his position.~~

**~~35~~**~~.08 An Employee elected to municipal office shall notify the Employer forthwith and may, at the discretion of the President, be required to accept:~~

~~(a) leave without pay for the duration of his term of office, or~~

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

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

**~~Military Leave~~**

**~~35~~**~~.09 The Employer shall grant military leave without pay, to an Employee for service in the Canadian Armed Forces, where the service is required by the Department of National Defense. Clause 32.~~**~~35.~~**~~04 shall not apply to the individual employee except that family coverage may continue during the leave.~~

##### ARTICLE ~~33~~ 35

**SAFETY AND HEALTH**

**35**.01 The Employer and the Union agree to participate in the NAIT Occupational Health and safety Program and are subject to the *Occupational Health and Safety Act*, Regulations and Code.

**35**.02 The Employer, the Employees and the Union will cooperate to the fullest extent in the matter of occupational health, safety, security and accident prevention. The success of the occupational health and safety program depends on the active participation of everyone.

**35**.03 The Employer supports the concept of having a Joint Work-Site Health and Safety Committee. The Union may appoint a maximum of three (3) members to this Committee.

**35**.04 Where additional health and safety committees are formed, the Employer will ensure appropriate representation of AUPE members.

**35**.05 Each Employee and each Supervisor shall take reasonable care for the protection of public and Employee health and safety in the operation of the equipment and the storage or handling of materials and substances, as required by the *Occupational Health and Safety Act/Code*.

**35**.06 An Employee shall immediately notify his Supervisor when he has an accident at a work site that results in injury or that had the potential of causing serious injury. An Employee who becomes aware of a health and safety concern at his work site shall immediately notify his Supervisor.

**35**.07 The Employer or his designate, shall notify the Chairperson of the Local or his designate immediately that he is made aware of the occurrence of a serious injury or an accident that had the potential of causing serious injury to an Employee at a work site.

**35**.08 The Employer shall provide the Local with statistical information regarding occupational injuries and illnesses sustained by Employees as reported to and accepted by the Workers' Compensation Board.

**35**.09 The Employer will provide first aid services in accordance with the requirements of the Occupational Health and Safety Act/Code.

**35**.10 The Employer will provide all Employees with specific information regarding the composition, role, and means of accessing the Joint Worksite Health and Safety Committee.

**35**.11 If any concerns arise with respect to the safety program or the operation of this Article, the matter shall be referred to the Joint Work-Site Health and Safety Committee for resolution.

**35**.12 No Employee shall be discharged, penalized or disciplined for refusing to perform any work or operate any equipment which the Employee has reasonable and probable grounds to believe presents an imminent danger to the health and safety of any Employee, or member of the public. Imminent danger is defined as a danger that is not normal for the Employee’s occupation, or a danger under which the Employee engaged in their occupation would not normally carry out their work.

**\*NEW\***

**ARTICLE 36**

**EmPLOYEE-MANAGEMENT ADVISORY COMMITTEE**

**36.01 In the spirit of both parties maintaining efficient and harmonious relationships, both parties will form an Employee-Management Advisory Committee (EMAC).**

**36.02 The Committee shall be composed of representatives appointed by the Employer and up to six (6) representatives appointed by the Local. The parties may appoint alternates to serve in the event of an absence of a representative.**

**36.03 The parties shall each appoint a co-chairperson and they shall alternate chairing the EMAC meetings.**

**36.04 It is recognized that the purpose of the EMAC is to promote joint problem solving. The EMAC will have the authority to make recommendations to the Union and to the Employer.**

**36.05 The EMAC shall not have jurisdiction over any matter contained in the Collective Agreement, including its administration or negotiation.**

**36.06** **Where there are matters of mutual concern and interest that would be beneficial if discussed at an EMAC meeting during the term of this Agreement, the following shall apply:**

**(a) An equal number of representatives from each party as mutually agreed upon shall meet at least quarterly at a time and place that is mutually satisfactory. A request for such meeting will be made in writing at least two (2) weeks prior to the date proposed and accompanied by an agenda of matters proposed to be discussed, which shall not be matters that are properly the subject of a grievance or matters that are properly the subject of negotiations for the amendment or renewal of the Collective Agreement.**

**(b) A Union Representative has the right to attend EMAC meetings.**

**(c) An Employee shall not suffer any loss of pay for attending for attending Employee-Management Committee meeting(s).**

**36.07** **Minutes of each meeting will be kept. The minutes shall be subject to approval by both parties and upon approval by both parties, the approved minutes shall be posted on the Union bulletin board.**

##### ARTICLE ~~34~~ 37

##### EMPLOYMENT INSURANCE PREMIUM REDUCTION OR REBATE

~~34~~.**37.** 01 The Employer shall retain the full amount of any premium reduction or rebate allowable on employment insurance which is granted as a result of the General Illness benefits covering Employees to which this Agreement applies.

**AMD 37**.02 The premium reduction or rebate referred to in Clause ~~34.01~~ **38.01** shall be recognized as part of the Employee's contribution towards the General Illness benefits provided.

**37**.03 The Employer will inform the Chairperson of Local 038, in writing, quarterly of the amount of the premium reduction or rebate granted by Human Resources and Skills Development Canada (HRSDC).

##### ARTICLE ~~35~~ 38

##### WORKERS' COMPENSATION SUPPLEMENT

**38**.01 Workers’ Compensation Board coverage will be provided by the Employer for an Employee.

**38**.02 If an Employee sustains an injury in the course of his duties with the Employer which causes him to be absent from work and as a result is eligible to receive Workers' Compensation, he shall be paid his regular full salary during the period he is required to remain off work up to eighty (80) consecutive work days.

**38**.03 If the Employee has not returned to work due to injury before the eighty (80) day period has expired, he shall then be paid according to the rate prescribed by the *Workers' Compensation Act* and shall be paid any benefit to which the Employee might be entitled under the provisions of the Long Term Disability Plan.

**38**.04 The eligibility period specified in Clause ~~35.02~~ **38.02** shall not apply in the event of a re-occurrence of a disability due to a previously claimed injury, payable under this Supplement, unless the Employee has not used the total eligibility period in which case the unexpended period of eligibility may be applied.

**39**.05 When a day designated as a paid holiday under Article ~~27~~ **30** falls within a period of time an Employee is eligible to receive Workers' Compensation Supplement, it shall be counted as a day of Workers' Compensation Supplement, and under no circumstances shall an Employee receive any additional entitlement in respect of that day.

**38**.06 An Employee who is injured on the job during working hours and who is required to leave the job site for treatment, or is sent home as a result of such accident or injury, shall not suffer loss of pay for that day's work, regardless of the time of injury. That day shall not be deducted from the eligibility period specified in Clause ~~35.02~~ **38.02**.

**38**.07 The Parties agree that the Workers' Compensation Supplement is intended only for the purpose of protecting an Employee from loss of income while he is unable to work because of injury.

##### ARTICLE ~~36~~ 39

# **AMENDMENTS TO TERMS OF EMPLOYMENT**

**39**.01 **Classification Plan and Pay Plan**

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

(a) alter rates of Employee compensation; or

(b) alter any Employee benefit entitlement;

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

**39**.02 Subject to Clause ~~36.04~~ **39.04**, when the Employer establishes new or altered class levels affecting compensation, written notice of such action shall be provided to the Union along with a copy of the class specifications. When the Employer considers it necessary to adjust the pay range of an altered class, the Employer shall submit a pay proposal to the Union, and the following provisions shall apply:

(a) The Union may request a meeting with staff of the Human Resource Office to discuss the salary rates applicable to the new or altered class level(s). The Union's request for a meeting to discuss the issue noted above must be submitted to the Employer within fourteen (14) days of the receipt of the Employer's pay proposal.

(b) Where no agreement is reached on the issue listed in Clause ~~36.02~~ **39.02** **Sub Clause** (a), above, the Union may submit the unresolved issue to arbitration pursuant to the *Public Service Employee Relations Act*. The Union's request for arbitration must be submitted to the Labour Relations Board within fourteen (14) days of the date on which the meeting was held to discuss the issue.

(c) Notwithstanding Clause ~~36.01~~ **39.01**, where the Union has submitted the unresolved issue to arbitration, the Employer may implement a new or revised salary range for the new or altered class(es) subject to final determination by the Arbitration Board. The decision of the Arbitration Board shall apply only to Employees who are still employed on the date the decision is issued.

**40**.03 Where a position is placed within the Bargaining Unit by a decision of the Labour Relations Board, the rates of pay and other terms and conditions applicable shall be subject to negotiation between the parties. Where mutual agreement is not obtained concerning the rates of pay and other terms and conditions, this matter shall be referred to arbitration as provided within the Collective Agreement. An Arbitration Board in such case shall have the power to establish a rate of pay and other terms and conditions for the position in question. The basic hourly rates of pay for the position shall be retroactive to the date the position was placed in the bargaining unit.

**39**.04 When the Union fails to process the matter within the time limits or procedures specified in Clause ~~36.02~~ **39.02**, the matter will be deemed to have been abandoned. Time limits under this Article may be extended by mutual agreement between the Parties provided such agreement is in writing.

**40**.05 When the Employer establishes new or altered class levels and provides written notice to the Union after notice has been given by either Party to commence collective bargaining under ~~Article 38~~ **Section 20** of the *Public Service Employee Relations Act*, the provisions of Clauses ~~36.02~~ **39.02**, ~~36.03~~ **39.03**, and ~~36.04~~ **39.04** shall not apply. The rates of pay shall be subject to collective bargaining under the Act.

**40**.06 The Employer shall provide the Union with a classification manual. The Employer shall provide each Employee on request with a copy of the class specification and job description applicable to his position.

**The Union wishes to have discussions during bargaining regarding HR.2.1. and reserves the right to introduce proposed amendments to this Article following these discussions.**

**40**.07 (a) In the event that an employee or supervisor considers that the current position is not correctly classified, the employee or the supervisor shall refer to and follow the procedure in NAIT Procedure HR.2.1: Position Classification and Job Evaluation.

(b) NAIT Procedure HR.2.1: Position Classification and Job Evaluation shall not be amended without input from AUPE Local 038.

##### ARTICLE ~~37~~ 40

**TRAVEL AND SUBSISTENCE**

**40.**01 Employees who incur travel and subsistence expenses in the performance of authorized Employer business shall be reimbursed for those expenses in accordance with current Employer policy and rates.

**40**.02 Reimbursement shall be paid through direct deposit into the account designated in ~~41.02~~ **44.02**.

**ARTICLE ~~38~~ 41**

**TOOLS, UNIFORMS AND PROTECTIVE APPAREL/CLOTHING**

**41**.01 One (1) basic set of hand tools shall be supplied by the Employer for use by Power Plant Engineers.

**41**.02 Each Tradesman shall supply his own hand tools and bench tools as are required to perform his work. Special or unusual tools shall be supplied by the Employer as required.

**41**.03 Tools shall be replaced by the Employer when damaged or broken in normal use or when accidentally lost in an inaccessible area during working hours.

**41**.04 Where the Employer determines that uniforms, coveralls, smocks, or other special protective apparel/clothing, should be provided for the public display and image or protection of the Employee's personal garments, such items shall be provided, maintained and replaced upon approval by the Employer (at no cost to the Employee).

**41**.05 Protective clothing and safety equipment shall be supplied by the Employer as required by the Occupational Health and Safety Act or cost shared as outlined in Clause ~~38.06~~ **41.06**.

**AMD 41**.06 (a) Where, in the opinion of the Employer, safety footwear is required, the Employer shall reimburse Employees for the cost of authorized replacement of CSA approved safety footwear once in each calendar year, to a limit of ~~one~~ **two** hundred dollars (~~$100.00)~~ **($200.00).**

(b) This amount may be carried over to the following year with the limit then being ~~two~~ **four** hundred dollars ~~($200.00)~~ **($400.00).**  Where authorized replacement of safety footwear is arranged through on-site vendors approved by the Employer, the cost of the replacement boots, subject to the above limits shall be paid directly to the vendor by the Employer in lieu of reimbursement to the Employee.

**41**.07 (a) Where the Employer provides tools, uniforms or clothing as outlined above, such tools, uniforms or clothing shall be returned in good condition to the Employer upon termination of employment. Should the Employee fail to return the tools, uniforms or clothing, the pro-rated cost may be deducted from the Employee’s final pay cheque.

(b) Where an Employee is reimbursed for safety footware as outlined above, and should the Employee resign from employment within the first six (6) months of employment, the pro-rated value of the safety footwear reimbursement may be deducted from the Employee’s final pay cheque.

##### ARTICLE ~~39~~ 42

**CASHIER POLICY**

**42**.01 No Employees shall be required to make up cash shortages in the course of their employment.

##### ARTICLE ~~40~~ 43

##### TUITION

**AMD 43**.01 Tuition shall be waived for the attendance of Employees in courses offered by the Employer ~~provided that the courses are viable with the number of fee payers~~ **providing the courses are directly related to the Employee’s role and are determined by the Employer to be beneficial to the Employee’s current or future role.** ~~Attendance shall be on a “space available” basis, and~~ **A**ttendance shall not interfere with performance of the Employee’s regular duties.

**43**.02 Employees on educational leave and enrolled on a full-time basis at the Institute are required to pay Institute fees.

**43**.03 Employees are required to pay for general interest and recreational courses offered by NAIT.

**43**.04 When the Institute requires an employee to take a specific course, the Institute shall pay the tuition fees and related instructional expenses, and shall pay other expenses in accordance with the Institute travel policy.

**ARTICLE ~~41~~ 44**

**RATES OF PAY**

**44**.01 Employees shall be paid for work performed at rates of pay as specified in the biweekly pay Schedule or in the case of apprentices, a percentage of the appropriate tradesman job rate, as specified in regulations issued pursuant to the *Apprenticeship and Industry Training Act*.

**44**.02 An Employee’s salary shall be paid by direct deposit into an account of the Employee’s choice in a bank, trust company, or credit union. To facilitate this operation, each Employee shall maintain an account in a chartered bank, trust company, or credit union that is capable of receiving and accounting for funds by electronic transfer in an efficient manner.

**44**.03 Employees filling positions allocated to a classification which is subject to a thirty-six and one-quarter (36 1/4) hour work week and who, as a condition of employment, are required to work forty (40) hours per week on a regular basis shall be paid a salary rate as set out in the salary schedule of this Agreement for each forty (40) hour week worked.

##### ARTICLE ~~42~~ 45

##### PENSION PLAN AND RETIREMENT SAVINGS

**45**.01 The Employer shall contribute to the Local Authorities Pension Plan (LAPP) to provide pension benefits for participating Employees, in accordance with the terms and conditions of the plan.

**45**.02 Where an eligible part-time (PT) Employee requests enrollment in the LAPP, the Employer shall facilitate such enrollment.

**45**.03 The Employer shall provide an ‘electronic link’ to the LAPP website, to assist all employees in obtaining plan brochures, details of the plan and information on occasional changes to the plan.

**45**.04 The employer shall offer information regarding self-paid retiree benefits subject to such plans being available to the Employer.

##### \*The Union requests detailed discussion of new policies being created by the NAIT Transportation and Parking Advisory Committee (TPAC) and reserves the right to table proposals during bargaining following those discussions\*

##### ARTICLE ~~43~~ 46

##### PARKING

**46**.01 Employees shall be granted access to Institute parking facilities.

**ARTICLE ~~46~~ 47**

**DEPENDENT SCHOLARSHIP PLAN**

**47**.01 The Employer will offer scholarships to eligible dependents of salaried Employees.

**47**.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.

**AMD 47**.03 For purposes of this Plan, “dependents” means those persons described as dependents under Article ~~26.07~~ **29.07**, Dependent Life or the Letter of Understanding - Base Dental Plan.

##### ARTICLE ~~47~~ 48

##### EFFECTIVE DATE AND TERM OF AGREEMENT

**AMD 48**.01 This Agreement shall be effective from the date of execution and shall remain in full force and effect until June 30, ~~2017~~ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. It shall continue in force from year to year thereafter until a replacement Agreement is established under the *Public Service Employee Relations Act.* Individual articles shall come into force on the date of execution unless otherwise specified in the Article or Schedule. The date of execution shall be the date of signing of this Agreement.

**WAGE INCREASES AND COST OF LIVING ALLOWANCE (COLA)**

**The Wage rate contained in the June 30, 2017 Salary Grids shall be increased in accordance with the schedule below;**

**Effective July 1, 2017 Salary Grids in all of the Subsidiary Agreements shall be increased by two point two five percent (2.25%) plus any COLA amount calculated from the following formula.**

**In addition to the 2.25% increase, the wage rate and salary grids will include a COLA adjustment effective July 1, 2017. If the rate of inflation in the 12 months ending June 30, 2017, as reflected in the percentage change in CPI for Alberta\* from July 01, 2016 to June 30, 2017, exceeds 1.5%, then a COLA adjustment increase will equal to the percentage greater than 1.5% (e.g. 0.5% if inflation is 2%) up to a maximum COLA adjustment of 2% will be provided to all employees. The COLA will be incorporated into the base rates of pay.**

**Effective July 1, 2018 Salary Grids shall be increased by two point two five percent (2.25%) plus any COLA amount calculated from the following formula.**

**In addition to the 2% increase, the wage rate and salary grids will include a COLA adjustment effective July 1, 2018. If the rate of inflation in the 12 months ending June 30, 2018, as reflected in the percentage change in CPI for Alberta\* from July 1, 2017 to June 30, 2018, exceeds 1.5%, then a COLA adjustment increase will equal to the percentage greater than 1.5% (e.g. 0.5% if inflation is 2%) up to a maximum COLA adjustment of 2% will be provided to all employees. The COLA will be incorporated into the base rates of pay.**

**Effective July 1, 2019 Salary Grids shall be increased by two point two five percent (2.25%) plus any COLA amount calculated from the following formula.**

**In addition to the 2% increase, the wage rate and salary grids will include a COLA adjustment effective July 1, 2019. If the rate of inflation in the 12 months ending June 30, 2019, as reflected in the percentage change in CPI for Alberta\* from July 1, 2018 to June 30, 2019, exceeds 1.5%, then a COLA adjustment increase will equal to the percentage greater than 1.5% (e.g. 0.5% if inflation is 2%) up to a maximum COLA adjustment of 2% will be provided to all employees. The COLA will be incorporated into the base rates of pay.**

***\*The cost of living allowance will be determined in accordance with changes in the Consumer Price Index for Alberta, published by Statistics Canada*. Source:  Statistics Canada. Table 326-0020 -  Consumer Price Index, Alberta, All-items, Percentage Change (July-to-June), Monthly (2002=100), CANSIM (database).**

**LETTER OF ~~INTENT~~ UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

**RE: Local Union Accommodation**

**AMD** The Employer and the Local will ~~enter into discussions regarding possible~~ **mutually agree on** improvements to the size and location of the Local’s on-campus office accommodations. **Suitable arrangements will be made enabling the Local to move into their new office accommodations no later than December 31, 2017.**

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

**Re: Out of Province Operations**

When NAIT establishes out of province operations resulting in the hiring of support staff permanently employed in other provinces, the Parties agree that:

1. AUPE will be provided with documentation on the operation and the number of staff located in jurisdictions outside of Alberta.
2. AUPE and its members will be advised of all job postings.
3. The required staff will be permanently located in new offices outside Alberta and shall not be required to transfer from Alberta.
4. Employees employed at out of province operations are not included within the jurisdiction of AUPE.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

**Re: International Work Assignments**

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

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

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**DELETE**

##### ~~LETTER OF AGREEMENT~~

**~~BETWEEN~~**

**~~THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)~~**

**~~AFFECTING LOCAL 038~~**

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

# **~~RE: Employee-Management Advisory Committee~~**

~~The Parties agree to establish a joint Employee-Management Advisory Committee to discuss matters of mutual interest. The Committee shall be composed of representatives appointed by the Employer and up to six (6) representatives appointed by the Local.~~

~~The Parties may each appoint alternates to serve in the event of absence of a representative.~~

~~The Parties shall each appoint a co-chairperson.~~

~~The Committee shall meet as often as deemed necessary on the joint call of the co-chairpersons.~~

~~The Committee may, subject to the terms of the Collective Agreement, make recommendations to the Union, the Local and the Employer.~~

#### ~~The Employer shall grant time off without loss of regular salary for the purpose of attending meetings of the Committee.~~

~~The Committee shall commit to meet at least on a quarterly basis.~~

~~SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION~~

~~\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

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LETTER OF AGREEMENT

**BETWEEN**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

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

##### MODIFIED HOURS OF WORK SYSTEM

##### RE: Security Services Peace Officer Sergeants, Peace Officers, and Security Communications Officers

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

1. Salary paid to employees shall be based on a forty (40) hour work week (two thousand and eighty (2080) hours in twenty-six (26) pay periods)), regardless of hours actually scheduled and worked within each pay period or twenty six (26) pay periods. This is in recognition of the variable hours resulting from the agreed-upon schedule currently in use.
2. The proposed schedule shall be amended only upon mutual consent.
3. “Regular daily hours” shall mean the hours as set out in the yearly schedule for any specific date and employee, and reflect twelve (12) hours, eight (8) hours or a day of rest.
4. Employees working the schedule currently in use shall have all benefits and entitlements calculated so as to ensure no loss or gain in employee entitlements. The articles listed below will be administered in the following manner.
* Article ~~12~~ **14**.04 (Attendance – Resignation Notice) – employees will provide two calendar weeks of notice of intent to resign employment
* Article ~~13~~ **15** (Hours of Work) – due to the modified hours of work system utilized by this operational unit, this Article will not apply
* Article ~~23~~ **26** (Illness and Disability) – allotment of eighty (80) hours of casual illness will be provided for utilization as required and will be deducted in accordance with the amount of paid time replaced by the casual illness payment
* Article ~~23~~ **26** (Illness and Disability) – employees will be eligible for the normal eighty (80) days of general illness and will have absence reported as if they were working eight (8) hour shifts
* Article ~~24~~ **27** (Long Term Disability) – employees may be eligible for LTD benefits after a continued disability of eighty (80) days (equivalent to sixteen (16) weeks)
* Article ~~27~~ **30** (Paid Holidays) – employees will be eligible for the provisions of this article in accordance with the hours of work on the particular holiday worked. The Christmas Leave holidays will be handled in accordance with Point 5 below.
* Article ~~28~~ **31** (Annual Vacation Leave) – vacation credits will be earned in accordance with a forty (40) hour work week and utilized in accordance with the paid hours booked off for vacation leave.
* Article ~~29~~ **32** (Special Leave) – time off for special leave will be treated as each work shift equals one day.

5. If an Employee’s regularly scheduled day of rest falls on a day that the Employer has granted as a day of Christmas Leave in accordance with 27.12 (December 25th, December 26th, January 1st or a lieu day for any one of those days, or any other paid days the Employer grants to other employees), he shall receive time off in lieu at eight (8) hours for each of those days, to be taken in accordance with Article ~~27~~ **30**.

6. If an Employee agrees to substitute for another Employee for a scheduled shift, such substitution shall be recorded by the Manager, Security Services and initialed by both employees. This record shall be retained in the office of the Manager, Security Services.

7. The appendix to this letter is the annual schedule for employees in the classifications noted above in NAIT Security Services.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

**Re: Teleworking/Telecommuting**

The Parties hereby agree to the following terms and conditions:

Terms of Agreement:

Should the Employer desire to implement the concept of teleworking as an alternative to traditional worksite duties and responsibilities, the Employer shall notify the Union thirty (30) days prior to the implementation of any teleworking arrangements.

The Employer shall determine the appropriateness and desirability for operational reasons of the implementation.

The Parties shall meet and consult about the terms and conditions of a Letter of Agreement that will outline the effects on Employees that volunteer.

No Employee shall be required or permitted to make any written or verbal agreement concerning ‘telework/telecommute’ and which may conflict with the terms of the collective agreement.

The Parties agree that once negotiated, the Teleworking/Telecommuting Letter of Agreement shall form part of the collective agreement.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

**RE: AUPE Employees Engaged in Applied Research Activities**

**AMD** Whereas NAIT is becoming more active in the field of Applied Research and is occasionally required to hire support staff to assist in these endeavors, and because the nature of external or grant funded applied research is inherently of a fixed term, special considerations for temporary status employees hired for this work are required.

Temporary status external or grant funded research employees may be hired for a period up to ~~five (5)~~ **three (3)** years in duration. Any extensions beyond this duration must receive approval from the Union. Extensions to shorter periods of assignment may be made without posting and will be communicated to the Union.

All provisions of the Collective Agreement normally applied to temporary employees will apply to temporary external or grant funded research employees or temporary employees hired to replace other employees appointed to temporary external or grant funded research positions with the exception of Articles: 1.01 (h) Temporary Position; ~~21~~ **24** – Position Abolishment; and ~~22~~ **25**– Layoff and Recall.

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

1. One (1) week if the employee has been employed by the employer for more than three (3) months but less than two (2) years;
2. Two (2) weeks if the employee has been employed by the employer for more than two (2) years but less than three (3) years;
3. Three (3) weeks if the employee has been employed by the employer for more than three (3) years but less than four (4) years;
4. Four (4) weeks if the employee has been employed by the employer for more than four (4) years but less than five (5) years;

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**BETWEEN**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

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

##### RE: One Time, Additional Vacation Entitlement

The parties agree to a one-time, additional: five (5) day vacation entitlement for salaried Employees employed on date of ratification; and, a two percent (2%) increase to 3.04 (a) in lieu of these 5 days for casual employees employed on date of ratification.

**Salaried Employees**

The additional five (5) days shall be added to Employees accounts and shall be pro-rated for part-time employees.

**AMD** Subject to operational requirements, the five (5) days may only be used for time off and shall not be paid out in cash. The approved time off must be taken prior to ~~June 28~~~~th~~~~, 2015~~. The five (5) days will be deducted from Employee account balances prior to normal vacation entitlements per Article ~~28~~ **31** being used.

Managers and/or supervisors are expected to work with their staff to identify opportunities to take off this additional time prior ~~to June 28~~~~th~~~~, 2015~~. Vacation requests for these five (5) days shall not be unreasonably denied.

Employees who leave NAIT prior to using these 5 days will not be entitled to any payout or partial payout of these days on their date of termination.

**Casual Employees**

**AMD** An Employee hired for casual employment shall receive an additional two percent (2%) of their regular hourly wage earnings for any hours worked between ~~June 30~~~~th~~~~, 2014 and June 28~~~~th~~~~, 2015~~. The two percent (2%) ends ~~June 28~~~~th~~~~, 2015~~ and is in addition to the six percent (6%) already provided under Article 3.04 (a).

**AMD** Both parties further agree that this Letter of Agreement shall remain in effect until ~~June 28~~~~th~~~~, 2015~~ at which time the terms and conditions will no longer apply.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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##### \*The Union requests detailed discussion of current Dental Plan and reserves the right to table proposals during bargaining following those discussions\*

##### LETTER OF UNDERSTANDING

**BETWEEN**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

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

# **RE: Base Dental Plan**

The Parties agree to the following terms in respect to a Dental Plan for eligible Employees of the Northern Alberta Institute of Technology and their dependants.

1. An Employee:

(a) shall become a participant in the plan from the first day of the calendar month following the completion of three (3) full calendar months of employment with the Board; and

(b) shall cease to be a participant on the day of termination from employment or the date the participant attains age sixty-five (65), whichever occurs first.

2. Notwithstanding Clause 1 (a), an Employee who, on the date of the signing of this Agreement, was a participant in the Dental Plan for the Northern Alberta Institute of Technology Academic and Support Staff by virtue of prior service to the Crown in Right of Alberta shall be a participant.

3. A participant's dependant shall be covered under the Dental Plan while the participant is covered. For the purpose of this dental plan a dependant is:

(a) a spouse, either the person to whom the Employee is legally married, or a partner who has cohabited with the Employee for a continuous period, up to the date of this coverage, of not less than twelve (12) consecutive months and who has been publicly represented as the Employee’s spouse and who is not a blood relative of the Employee; or

~~(c)~~ **(b)** an unmarried child of the Employee and/or the Employee's spouse, including any step-child, who is:

(i) under twenty-one (21) years of age; or

(ii) twenty-one (21) or over but less than twenty-five (25) and is a registered student in full-time attendance in the public school system or at a university or similar institute of learning; or

(iii) of any age and incapable of self-sustaining employment by reason of mental disability or physical handicap, and in all cases is chiefly dependent on the participant for financial support and maintenance.

4. Dental claims are reimbursed up to the limits specified in the current Alberta Blue Cross Usual and Customary Fee Guide subject to the following:

* Eighty per-cent (80%) of basic services
* Fifty per-cent (50%) of major services
* The annual maximum reimbursement for basic and major services combined is two thousand dollars ($2,000.00) per participant
* Fifty per-cent (50%) of orthodontic services up to a maximum of two thousand dollars ($2,000.00) per participant per lifetime.

5. Benefit year means the period of twelve (12) months beginning on January 1 in one year and ending on December 31 in the same year.

6. The dental services reimbursed under Section 4 shall not exceed the amount specified in the Alberta Blue Cross Usual and Customary Fee Guide in force on the date the dental services were provided.

7. Basic Dental Services covered under the Plan are:

(a) routine oral examination

(i) oral examination (twice in a benefit year);

(ii) recall oral examination (twice in a benefit year);

(iii) special oral examination;

(iv) microbiologic culture;

(v) biopsy of oral tissue;

(vi) pathological report;

(vii) cytologic smear from oral cavity;

(viii) pulp vitality test;

(ix) emergency and unusual services;

(x) consultation;

(b) dental prophylaxis (twice in a benefit year);

(c) space maintainers that replace permanently lost teeth and appliances to control harmful habits;

(d) topical application of fluoride phosphate (twice in a benefit year);

(i) oral hygiene instruction (twice in a benefit year);

(ii) finishing restoration;

(iii) pit and fissure sealant;

(iv) caries control;

(v) interproximal discing;

(e) x-rays

(i) periapical (no more than one complete series in any twenty-four (24) month period);

(ii) occlusal;

(iii) bitewing (twice in a benefit year);

(iv) extra oral;

(v) sialography;

(vi) radiopaque dyes to demonstrate lesions;

(vii) panoramic (once every five (5) years);

(f) plastic fillings;

(i) amalgam;

(ii) silicate;

(iii) acrylic or composite resin;

(iv) steel crown-primary teeth;

(g) surgical services;

(i) uncomplicated removals;

(ii) surgical removals; transplantation and repositioning;

(iii) surgical excision;

(iv) surgical incision;

(v) fractures;

(vi) frenectomy;

(vii) miscellaneous surgical services;

(h) antibiotic drug injections (when prescribed by a dentist);

(i) anaesthesia in connection with oral surgery;

(j) periodontics excluding periodontic appliances;

(i) non-surgical services;

(ii) surgical services;

(iii) adjunctive procedures (occlusal equilibration not exceeding eight (8) time units every year);

(iv) alveoplasty;

(k) endodontics;

(i) pulpcapping;

(ii) pulpotomy;

(iii) root canal therapy;

(iv) periapical services;

(v) intentional removal, apical filling and reimplantation;

(vi) emergency procedures;

 (l) repair or adjustment of dentures;

(m) relining or rebasing of dentures.

8. Major Dental Services covered under this plan are:

(a) inlays, onlays, crowns, including gold and porcelain veneer restorations, (where other material is not suitable);

(i) metal inlay restorations;

(ii) porcelain inlay restorations;

(iii) crowns;

(b) fixed bridgework;

(i) bridge pontics;

(ii) retainers;

(iii) other prosthetic services;

(c) repair or recementing of crowns, inlays, onlays, or existing fixed bridgework;

(d) partial and complete dentures;

(i) complete dentures;

(ii) partial dentures;

(iii) partial denture additions;

(iv) addition of tooth;

(e) examinations;

(i) oral examination;

(ii) prosthodontic evaluation;

(f) replacement of an existing denture, bridgework, crown, inlay or periodontal splinting where

(i) the existing prosthesis is at least five (5) years old and cannot be made serviceable;

(ii) the replacement is required to replace a temporary bridge or denture with a permanent bridge or denture; or

(iii) the replacement is necessitated by the extraction of additional natural teeth while the claimant was covered under these Plans.

9. Orthodontic Dental Services covered under this plan are:

(a) observation adjustment;

(i) oral examination;

(ii) cephalometric radiograph;

(iii) diagnostic cost;

(iv) surgical exposure of unerupted tooth with orthodontic attachment;

(v) observation, adjustment;

(vi) removal of fixed appliances

(vii) repairs, alterations;

(viii) active appliance for tooth guidance or uncomplicated tooth movement;

(ix) retention appliances;

(b) comprehensive treatment.

10. This Plan does not cover expenses resulting from the following restorative services:

(a) cosmetic services;

(b) dentures which have been lost, stolen or mislaid;

(c) prosthetic devices which were ordered before the patient became covered under this Plan, or which were ordered while the patient was covered but are installed after termination of the coverage;

(d) crowns, placed on a tooth not functionally impaired by incisal or cuspal damage; or

(e) services or goods rendered for full mouth reconstruction, for vertical dimensional correction or for correction of temporal mandibular joint dysfunction (treatment of the jaw bone).

11. A claim must be submitted within twelve (12) months following the date the dental services are provided to the participant and his or her eligible dependants in order for the expenses to be reimbursed from the Plan.

12. A participant shall be eligible to claim reimbursement in respect of dental services received during a period of approved leave from work without pay.

13. The Board shall determine the claims and administration procedures for the Plan including associated independent third party administration services.

14. This letter of understanding provides a general description of the Dental Plan. The Plan will be governed by the Dental Plan document which contains all the terms of the Dental Plan. The Board shall provide the Union with a copy of the Dental Plan document.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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##### LETTER OF AGREEMENT

**BETWEEN**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**AFFECTING LOCAL 038**

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

## **RE: Employment of Students**

THE PARTIES agree that students hired in accordance with the provisions contained herein shall be included in the scope of the bargaining unit and shall be covered by the collective agreement.

Students shall be employed as casual employees and shall be enrolled in high school or any post-secondary learning institution or any vocational learning institution.

Any student employed under this agreement shall be paid and compensated at a rate of pay outlined in each Category, and the rate of pay shall apply to students hired in accordance with the conditions listed herein.

**AMD CATEGORY “STU1”**

THE PARTIES agree that students may be employed to perform work over the course of the summer months, and shall have a start date no earlier than April 15 and a termination date not later than the following September 30. Students hired in this category shall be paid at a rate of ~~thirteen dollars and fifty cents ($13.50)~~ **eighteen dollars ($18.00)** per hour.

~~Effective July 1, 2014, students hired in this category shall be paid at a rate of fifteen dollars ($15.00) per hour.~~

##### AMD CATEGORY “STU2”

THE PARTIES agree that students may be employed to perform functions in various areas of NAIT (upon approval of the Union) during the year for relief or overload purposes only. Students hired in this category shall be paid at a rate of ~~ten dollars ($10.00)~~ **sixteen dollars ($16.00)** per hour.

~~Effective July 1, 2014, students hired in this category shall be paid at a rate of thirteen dollars and fifty cents ($13.50) per hour.~~

##### CATEGORY “STU3”

#### THE PARTIES agree that students may be employed in functions normally termed as “Laboratory/Facilities Monitors” whose work assignments normally provide the opportunity for the student to perform activities such as school assignments or personal activities during the course of employment. Students hired in this category may be employed throughout the year. Students hired in this category shall be paid the minimum wage as outlined by the Province of Alberta.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

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

##### RE: Jurisdictional Review Process Letter of Agreement

The Jurisdictional Review Process Letter of Agreement (JRP-LOA) will continue to operate during the term of this collective agreement or until the Sims Arbitration Panel issues an award regarding the matter pursuant to its appointment for the 2008 collective agreement.

The parties recognize that there are outstanding issues regarding the application of this Collective Agreement and the inclusion or exclusion of employees from the bargaining unit represented by the Union.

Nothing in this Collective Agreement shall prejudice the right of the Union to challenge the constitutional legality of Section 12(1) of the *Public Service Employee Relations Act* nor the right of the Northern Alberta Institute of Technology to respond to any such challenge.

Neither the continuation of the JRP-LOA nor anything else in this Letter of understanding shall be construed to prejudice the position of either party in any legal proceeding.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

**RE: Forty (40) Hour Rates of Pay**

The Parties agree that the previously established rates of pay for the forty (40) hour job codes commencing with ‘F’ in the Appendix are inaccurate when compared to the rates of pay for the thirty-six and a quarter (36.25) hour job codes for the same class.

The premise for the change is that there should be no difference in the hourly rate of pay for employees working in a thirty-six and a quarter (36.25) hour class and those working in a forty (40) hour class. Currently the hourly rates of pay are different. The job codes affected are F041, F042, F043, F044, F045, F046, F103, F104, F216, F501, F503, F504, F505, and F506.

The Parties further agree that all Employees in the above-mentioned job codes as of the date of ratification of this agreement will be “grandfathered” and eligible for full salary and benefits including negotiated changes/increases. If employees are negatively affected by the “grandfathering” when compared to the new grids, such employees will be moved to the step on the new grid that exceeds their current rate of pay.

Effective with the date of ratification of this agreement, a new pay schedule/grid will be implemented and published in the Appendix for all new hires in the above-mentioned job codes which will reflect the same hourly rate of pay for the forty (40) hour job codes and the thirty six and one quarter (36.25) hour job codes.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF AGREEMENT**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

**RE: Article ~~22~~ 25 Lay-off and Recall**

The parties agree to meet and discuss the implementation/administration of recurring positions.

The parties agree to meet and discuss the current practice and cost of benefit coverage for Employees experiencing lay-off.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**LETTER OF AGREEMENT**

**BETWEEN**

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

**AND**

**ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)**

**ON BEHALF OF LOCAL 038**

**RE: International Students**

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

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

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**\*DELETE\***

**~~LETTER OF AGREEMENT~~**

**~~BETWEEN~~**

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

**~~AND~~**

**~~ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)~~**

**~~ON BEHALF OF LOCAL 038~~**

**~~RE: Position Based Language in the Collective Agreement~~**

~~The parties agree to meet and discuss the implementation/administration of more position focused language in the Collective Agreement.~~

~~SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION~~

~~\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

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**~~LETTER OF UNDERSTANDING~~**

**~~BETWEEN~~**

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

**~~AND~~**

**~~ALBERTA UNION OF PROVINCIAL EMPLOYEES (AUPE)~~**

**~~ON BEHALF OF LOCAL 038~~**

**~~RE: Lump Sum Payment~~**

~~To be eligible for consideration, employees must be active as of May 20~~~~th~~~~, 2014 for the lump sum, or as per written request as per Article 12.06.~~

~~Eligible employees will be provided with a lump sum payment as outlined below, based on their status as of May 20~~~~th~~~~, 2014.~~

~~The payment will be processed as soon as possible after the date of ratification.~~

~~The lump sum is not pensionable and union dues are not deducted.~~

|  |  |
| --- | --- |
| ~~Employment Category~~ | ~~Payment Eligibility~~ |
| ~~Full time salaried (permanent and temp)~~ | ~~$1350.00~~ |
| ~~Part time salaried (permanent and temp)~~ | ~~The greater of $675.00 or $1350.00 prorated by the percentage if time assigned (e.g. 70% time = $945.00)~~ |
| ~~Casual~~ | ~~Prorated based on the number of hours worked in the 26 pay periods worked up to May 10~~~~th~~~~, 2014~~ |
| ~~Leaves~~ |  |
| ~~General Illness~~~~WCB Supplement~~ | ~~Salaried employees eligible as per employment category above.~~ |
| ~~LTD~~~~WCB Direct Benefits~~~~LWOP~~~~Maternity Leave~~~~Parental Leave~~ | ~~If leave commenced prior to July 1~~~~st~~~~, 2013 the employee is not eligible for a lump sum payment.~~ ~~If leave commenced on or after July 1~~~~st~~~~, 2013 the employee is eligible to receive that particular lump sum payment as per their employment category.~~ |

~~SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION~~

~~\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_~~

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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 AT EDMONTON, ALBERTA THIS \_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_, ~~2014~~ **20\_\_\_\_.**

Chairman, Board of Governors Witness

President, N.A.I.T. Witness

President, A.U.P.E. Witness