

Interpretation Agreement

between

Northern Alberta Institute of Technology (NAIT)

and

NAIT Academic Staff Association (NASA)

RE: Article 46 – Redundancy

WHEREAS it is the desire and will of the parties to ensure clarity and consistency with the interpretation and application of Article 46.10(a) of the Collective Agreement;

WHEREAS the parties recognize there is ambiguity and inconsistency with the language contained in Article 46 with respect to the definition of "NASA service";

WHEREAS the parties have reviewed the bargaining history surrounding the negotiated language of Article 46 to determine the intent of the parties;

NOW THEREFORE, the parties agree to the following interpretation and application of "NASA service" as referenced in Article 46.10(a):

- Time worked in a classification covered by the NAIT/NASA Collective Agreement that has been broken due to either a resignation, position abolishment or termination cannot be recaptured for the purposes of calculating NASA service.
- Time worked as a sessional instructor in contiguous appointments where the instructor then transfers into a salaried position is to be included in the calculation of NASA service.
- If a NASA member is reappointed under Article 46.13(a) to an alternate position, time worked in their previous NASA position will be used to calculate their NASA service.

The parties agree that this Interpretation Agreement will remain in full force and effect until the date a new Collective Agreement is negotiated and ratified by the parties. The parties agree to incorporate the intent and meaning of this Agreement into the Collective Agreement during the 2019 negotiations.


On behalf of NASA

Mar 29, 2017.
Date


On behalf of NAIT

Mar 29, 2017
Date